**Scenario 1: Wrongfully Fired Employee Lied on Employment Contract**

The company that Susan worked for fired her without following the termination procedures contained in its employment manual.

When Susan sued for wrongful discharge, the company discovered she had lied on her employment contract about her educational qualifications and prior work experience.

*How should a court decide this case?*

**Scenario 2: Worker’s Comp for Employee Assaulted in Company Parking Lot**

The Upper Class Lounge was in a suburban shopping plaza, or strip mall, in Omaha, Nebraska. The Lounge’s owner did not own the parking lot, which was provided for the common use of all of the businesses in the plaza.

Stephanie was a bartender at the lounge. Her duties ended when she locked the door after closing. On June 4, 2001, Stephanie closed the bar and locked the door from the inside at 1:15 A.M. An hour later, she walked to her car in the parking lot, where she was struck with object “like a tire iron on the back of my head.” Her purse containing her tip money was stolen.

Stephanie sustained a skull fracture and other injuries, as well as significant cognitive damage, including impairment of speech and thought formation. She identified her attacker as William Nunez, who had been in the Lounge earlier that night. Stephanie filed a petition in a Nebraska state court to obtain worker’s compensation.

*What are the requirements for receiving worker’s compensation? Should Stephanie’s request be granted or denied? Why?*
Scenario 3: Negligence: Security Guard Causes Injury

GB Corporation, a steel drum manufacturer, owned and operated a manufacturing plant in Youngstown, Ohio. In 1987, the plant superintendent hired the Young Brothers security company to guard GB property and “deter thieves and vandals.” The superintendent knew that some of Young Brothers’ security guards carried firearms.

Eric, a Young Brothers security guard, was not certified as an armed guard, but nevertheless took his gun to work in a briefcase. While working at the GB manufacturing plant on August 12, 1991, Eric shot and killed Derrell, believing that he was an intruder.

Derrell’s mother filed a suit in an Ohio state court against GB Corporation, alleging that her son’s death was the result of Young Brothers’ negligence and that GB was responsible for this negligence. GB filed a motion for a directed verdict.

**What is the plaintiff’s best argument that GB is responsible for Young Brothers’ actions?**

**What is GB’s best defense? Explain.**

Scenario 4: Discrimination Based on Accent


In performance appraisals from 1980 through 1985, Phanna’s supervisors stated that Phanna was “capable of dealing effectively with customers” and qualified for promotion. However, in each appraisal they noted that Phanna could maximize his chances for advancement by improving his communication skills.

Phanna sought job promotions on numerous occasions but was never promoted. He filed a complaint against the bank in 1986, alleging employment discrimination based on national origin.

The employer argued that refusing to promote Phanna because of his accent or communication skills did not amount to discrimination based on national origin.

**Is it possible to separate discrimination based on an employee’s accent and communication skills from discrimination based on national origin? How should the court rule on this issue?**
Scenario 5: Employee or Independent Contractor?

EGL is a global logistics, transportation, and supply-chain management firm headquartered in Texas and incorporated there. It has more than 400 facilities in over 100 countries. An important part of its service is the local pickup and delivery of packages to customers. Narayan, Rawahi, and Heath, all California residents, are local pickup and delivery drivers for EGL in California. The drivers work under independent contractor services agreements with EGL, providing that the drivers would be considered as vendors to EGL, they should exercise their discretion and judgment to determine the method, manner and means of performing their obligations. EGL reserves the right to issue lawful instructions regarding the results to be accomplished, and neither EGL nor the contractors intended to create any employment relationship. The contract further provided that it would be governed by Texas law.

The drivers sued EGL claiming that under California law they were employees rather than independent contractors. They sought money damages for overtime pay, business expenses, meal compensation, and statutory penalties under California law.

EGL argued that the drivers were independent contractors for several reasons. First, they freely entered into independent contractor agreements. The drivers provided and maintained their own trucks, lift gates, and hand trucks. Drivers were not required to work a regular schedule, and were paid by the job. There was no requirement that the drivers work exclusively for EGL.

The drivers argued that although they had signed an independent contractor agreement, that agreement had an automatic renewal feature. That feature made the contract look more like an employment contract than rather than an independent contractor agreement. The drivers noted that although they provided the trucks, the trucks had to be painted white and carry an EGL sign on the side. Drivers were required to wear EGL shirts and safety shoes, and carry EGL ID cards. Although drivers could employ others, any such employment required EGL approval. Drivers were required to answer to the EGL dispatchers, and were required to follow the EGL safety and compliance manual. Finally, the drivers cited the company's instructional video, which called the drivers the company's largest sales force. “Through your interactions with the customer, you communicate EGL's commitment to excellence.”

Should the drivers be classified as employees of EGL or are they independent contractors? What are the factors that are most important in determining the classification of these drivers? Does Texas or California law apply and does that choice make a difference?