Real Estate Companies: What Could Go Wrong?

A third party brought suit against a real estate firm claiming joint-employer relationship and sought damages for failure to supervise. The alleged perpetrator was an employee of the real estate firm. The parties settled at mediation, and $16,000 was paid toward the settlement, with an additional $7,750 for defense costs.

A property management firm was sued by a former employee for racial discrimination. The matter involved an EEOC charge and may develop into a lawsuit. The firm awaits a decision by the agency.

A former employee of a parking garage filed a lawsuit alleging that he refused his employer’s demands to falsely state in an affidavit that a visitor to the parking garage, whom he observed fall, actually fell because she was not paying attention, rather than as a result of certain hazards in the garage. The employee also alleged that he informed his employer that he planned to report the matter to the police. He claimed that this resulted in an altercation between himself and his supervisor and that he was suspended without pay shortly thereafter. The claimant alleged that he suffered emotional distress and was unable to return to work as a result of the events. Nearly $150,000 was spent in defense and settlement costs.

The director of operations for a real estate firm was earning about $90,000 per year and had been employed with the firm for 18 years. She retained an attorney who drafted a complaint alleging harassment, assault and retaliation. The director alleged that she was verbally harassed and assaulted by a fellow board member. She claimed that she reported the harassment to the rest of the board and requested the ability to work from home while the firm investigated the situation. According to the director, the firm failed to hold any meaningful investigation into her claims and refused her accommodations to work away from the office. The firm confirmed the validity of the director’s allegations and admitted that it failed to take any corrective action against him. The matter settled for $90,000 prior to going to trial.

*Rating affirmed March 20, 2015

Great American Insurance Group, 301 E Fourth Street, Cincinnati, OH 45202. Coverage is summarized. Refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Coverage is underwritten by Great American Insurance Company, which is an authorized insurer in all fifty states and the District of Columbia. The Great American Insurance Group eagle logo and the word marks Great American® and Great American Insurance Group® are registered trademarks of Great American Insurance Company. © 2015 Great American Insurance Company. All rights reserved. 3876-ELD-7 (7/15)