

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE THE MATTER OF:)	
)	
TRIANO WILLIAMS)	
)	
Plaintiff,)	16CV _____
)	
)	Hon. Judge
vs.)	Maj Judge
)	
AMERICAN COLLEGE OF EDUCATION, INC.,)	
SHAWNTEL LANDRY, In her Individual Capacity,)	
HOWARD ROUSE, in his Individual Capacity, and)	
KK BYLAND, in her Individual Capacity,)	
Defendants.)	

COMPLAINT

COMES NOW THE PLAINTIFF, TRIANO WILLIAMS by and through his counsel, Calvita J. Frederick and Associates, and complaining of the Defendant **AMERICAN COLLEGE OF EDUCATION, INC., SHAWNTEL LANDRY, in her Individual Capacity, HOWARD ROUSE, in his Individual Capacity, and KK BYLAND, in her Individual Capacity,** alleges as follows:

THE PARITES

1. **PLAINTIFF TRIANO WILLIAMS.** (“Williams” or “Plaintiff”) is a male, black citizen of the United States, and at all times relevant thereto was a resident of the City of Riverdale, County of Cook and the State of Illinois.
2. **DEFENDANT AMERICAN COLLEGE OF EDUCATION** (“ACE” or Defendant(s)), is an Illinois corporation, licensed to do business within the State of Illinois, with its principal place of business located at 101 West Ohio Street, Suite 1200, Indianapolis, Indiana. ACE employs more than 100 people in total and more than 15 people within the State of Illinois. ACE provides online graduate and professional programs for educators. ACE’S faculty, administration and students reside throughout the United States.

3. DEFENDANTS, SHAWNTEL LANDRY (“Landry” or “Defendants”), HOWARD ROUSE (“Rouse” or “Defendants”), and KK BYLAND (“Byland” or “Defendants”) are all agents, servants and/or employees of ACE, who were managers and/or supervisors of Plaintiff.

JURISDICTION AND VENUE

4. The claims against the Defendants herein are based upon race discrimination (Black) pursuant to Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C. § 1981 which prohibits discrimination on the basis of race and further prohibits retaliation for opposing or making charges regarding discrimination.

5. Jurisdiction is conveyed upon this Court as the claim arises under the laws of the United States of America pursuant to 28 U.S.C. § 1343

6. Venue is appropriate in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1391 as Williams’ residence, and Defendant’s place of incorporation, as well as all events giving rise to this claim occurred within the counties served by this Court.

FACTS RELEVANT TO ALL COUNTS

7. Williams was hired by ACE as a Desktop Support employee for Information Technology, on or about September 10, 2007.

8. At all times material to this complaint, Williams proved his industriousness, presented and represented himself in an orderly and respectful manner and commanded and continues to command the respect of his fellow employees. Additionally, Williams demonstrated his capacity and abilities to perform all job tasks to which he was assigned.

9. In 2012, his position was changed to Integration Systems Support and in 2013 his title was once again changed to Systems Administrator. The changes in title/positions and responsibilities did not include a commensurate increase in salary.

10. In addition, Williams purportedly worked a 9am-5pm shift, but in reality, he worked nearly 60 hours most weeks, including time spent on call on weekends and holidays.

11. Most recently, Williams operated under a written contract agreement with ACE that provided for his salary, bonus and his ability to work remotely from his home in Illinois.

12. Working remotely from his home in Riverdale, Illinois was a requirement of employment communicated to ACE by Williams because Williams has in place and is subject to a Court ordered, Joint Parenting Agreement that requires him to co-parent his seven-year old daughter, including transporting her to and from school several days a week and extensive visitation on the weekends.

13. Rick Gahering (Caucasian male) was hired with less experience and less education, but was always paid more than Williams, for doing the same or similar work with fewer responsibilities than required of Williams. On or about February 11, 2016 ACE promoted Rick Gahering who had less seniority than Williams, to the position of manager over Williams.

14. Williams complained about the promotion of Rick Gahering over Williams and numerous other discriminatory actions at ACE in a letter addressed to Landry, and Byland. (See “ACE Culture Letter attached hereto as Exhibit “A”)

15. Thereafter Williams was required to track all of his duties and time in fifteen minute increments. Only Williams and one other African American employee Hynes were subjected to this scrutiny.

16. On February 18, 2016, Williams was advised he must relocate to the ACE Indianapolis location to work directly out of the corporate office or face termination. (See Letter from Howard Rouse, ACE CFO to Triano Williams, dated February 18, 2016 and attached hereto as Exhibit “B”). The February 18, 2016 letter attempted to bully Williams into accepting a separation

agreement that was inadequate from a financial standpoint and further required Williams to agree that his termination was a voluntary resignation. According to Exhibit B, Williams had until February 24, 2016 to accept the Special Separation Benefits and sign the General Release. Julia Moses (White female) was still allowed to work remotely from Texas but both Williams and Rommell Hynes (Black male) were terminated purportedly over the relocation issue.

17. The Special Separation Benefits and General Release also required Williams to give up any rights he might have to file a complaint about his treatment while an employee of ACE. In addition, Williams would not be able to provide testimony as to the unfair treatment of any other ACE employee once he “voluntarily resigned”. (See Exhibit “B”).

18. On February 18, 2016 Williams also received a letter from Byland. (See Byland Letter attached hereto as Exhibit “C”) Byland’s letter added additional terms and conditions for Williams’ relocation to Indianapolis.

19. On February 23, 2016, Williams received another letter from Rouse containing the same Special Separation Benefits and General Release except Williams was given until March 1, 2016 to accept Special Separation Benefits and sign the General Release. (See February 23, 2016 Letter attached hereto as Exhibit “D”).

20. The Special Separation Benefits and General Release which ACE attempted to force Williams to take not only violates the current employment agreement between Williams and ACE as to his remote access to work, but also would cause him to violate a court ordered Joint Parenting Agreement as to his minor child.

21. Williams is not the first ACE employee that has been unfairly treated and forced out of employment with ACE, based upon race, sex, religion or other unlawful criteria.

22. Upon information and belief, Dr. Linetta Durand, a Seventh Day Adventist and former employee of ACE, was pressured by ACE into working a Saturday ACE event, which violated her religious beliefs. With the assistance of counsel, and based upon information related to an accommodation for a former ACE employee who was a Jewish, white male, Dr. Durand reached an amicable settlement with ACE for her charges of discrimination based upon race and religion.

23. Upon information and belief, Amber Ying also received a settlement from ACE for a claim related to discrimination based upon race in a failure by ACE to promote her.

24. On or about February 25, 2016, Williams filed EEOC Charge 470-2016-01138. (See Charge attached hereto as Exhibit "E")

25. On or about February 29, 2016, Williams received a telephone message from Landry and/or Byland advising him that he should no longer report to work, effective February 29, 2016, one day before the expiration of the time given Williams to accept or reject the Special Separation Benefits and General Release. Hynes was terminated earlier that same day. At the same time, ACE restricted Williams' access to the ACE computer systems necessary for Williams to perform his work. Williams was further advised that he should spend the remaining time, until April 1, 2016, looking for other employment. Williams was also required to return his ACE issued laptop computer and other school equipment to ACE, which equipment Williams returned to ACE via their own shipping instructions.

26. At the time of Williams termination from ACE, ACE had a Google domain account.

27. The Google domain account was set up by another employee of ACE and. Williams *was* given a College email account. Although Williams was one of the Administrators with access to this system, he was never the Super Administrator.

28. As a result of ACE's separation from its parent company, and the separation from ACE employment of all other Administrators connected to the Google student email and course work system, apparently, Williams was the sole remaining Administrator when ACE decided to terminate him and lock him out of ACE's Google email system.

29. The login ID and password used by Williams to access the Google email account were AutoSaved on Williams' laptop computer which was returned to ACE, per their request.

30. At some point in June of 2016, ACE became aware that they could not access their Google domain, student emails and course work accounts.

31. ACE through several of its employees and administrators contacted Williams and asked his assistance in resolving the issue, which requests were refused by Williams, who was no longer an ACE employee. ACE offered no compensation to Williams for the task they wanted him to perform after termination.

32. ACE has faced a similar situation with an ex-employee Eric Korb (White male) whose services were needed after termination from employment by ACE. Upon information and belief, ACE paid Korb a sizable consultant fee to perform the task needed by ACE. In addition, ACE may have provided the same agreement for Rouse.

33. Thereafter ACE through their Indiana counsel filed a lawsuit in the State of Indiana, Marion Superior Court in Indianapolis, as further retaliation against Williams, seeking to force his return to employment for ACE, without any offer or even suggestion of payment.

34. The lawsuit filed by ACE against Williams charged Williams with Intentional Interference with a Contractual Relationship, Violation of the Indiana Uniform Trade Secret Act, Conversion, Offense Against Intellectual Property, Breach of Fiduciary Duty, and Criminal

Mischief. (See Verified Complaint for Injunctive Relief and Damages attached hereto as Exhibit “F”)

35. In addition, the Indiana state court action sought a Temporary Restraining Order, and a Preliminary and Permanent Injunction requiring Williams to provide ACE with the user name and password for the Google account or in the alternative to force Williams to contact Google and have the administrative account turned over to ACE’s President.

36. Williams is not and has never been a resident of Indiana, nor has he ever worked at the Indianapolis ACE location.

37. Notwithstanding lack of jurisdiction, upon information and belief, ACE has proceeded with the Indiana state court action and had numerous Orders entered against Williams, including but not limited to the August 3, 2016 Order Granting Plaintiff’s Motion for Emergency Order to Show Cause For Failure to Comply With The Temporary Restraining Order, which Order threatened Williams, inter alia, with incarceration. (See August 3, 2016 Court Order attached hereto as Exhibit “G”)

38. ACE’s attorneys, the law firm of Jackson Lewis, has offices in Chicago, Illinois which office handles employment and workplace related litigation.

39. ACE chose to file their retaliatory lawsuit in Indianapolis, Indiana, when the case could have been filed in Illinois.

40. Williams has been unemployed since April of 2016 when his employment with ACE was terminated and cannot bear the cost of defending an action in Indiana. Williams’ counsel herein is not licensed to practice law in Indiana and efforts to obtain pro bono counsel in Indiana have proven unsuccessful.

42. Justice and convenience favors the transfer/removal of the Indiana state court action to this court.

43. Defendants' discriminatory treatment of Williams included but is not limited to:

(A) Subjecting Williams to disparate treatment by paying Williams less than his Caucasian co-workers who are not African American and who performed the same job duties or some who had fewer job responsibilities than Williams, based upon race;

(B) Allowing Williams to function as interim manager when the department manager was out of the office, but then failing to promote Williams when the department manager position became available, choosing to promote a Caucasian employee with less seniority, credentials and experience, all based upon race;

(C) Holding secret meetings to hide the discriminatory promotion schemes from Williams;

(D) Fabricating a pretextual reason to terminate Williams when the real reason was Williams' complaints about discriminatory treatment of himself and others in ACE'S employ;

(E) Requiring Williams to relocate to Indianapolis when ACE knew that Williams could not leave Illinois because of his joint parenting court ordered obligations;

(F) Failing to allow Williams and other African Americans to participate in work-related training offered to non-Black employees and necessary for enhancement of job performance, based upon race;

(G) Creating a hostile and offensive, humiliating work environment for Williams and other African American employees of ACE by demoting and/or stripping African Americans of their work titles and reducing their pay;

(H) Bullying and attempting to force Williams to agree to a voluntarily resignation;

(I) Bullying and attempting to force Williams to give up his rights to complain about discrimination, a protected activity;

(J) Bullying and attempting to quash Williams' right to speak up about the discriminatory treatment of others that Williams had witnessed:

(K) Demanding under threat of lawsuit and incarceration that Williams work for ACE for free to resolve problems created by ACE after Williams was terminated from ACE's employ;

(L) Refusing to offer to pay Williams for work ACE needed done after termination, when ACE has paid White ex-employees under similar circumstance; and

(M) Terminating Williams and Hynes for refusal to relocate, but allowing Moses to continue to work remotely from Texas.

44. As a result of ACE'S actions toward Williams, Williams was subjected to a hostile work environment and disparate treatment from his non-Black co-workers.

45. Once Williams complained about discriminatory treatment, Defendants began a pattern and/or practice of behavior against him designed to and did result in his termination.

46. The disparate treatment Williams was subjected to while employed at ACE, created a hostile, intimidating and uncomfortable work environment for Williams

47. ACE did not subject other similarly situated non-Black ACE employees to the hostile, intimidating and uncomfortable work environment they created for Williams.

48. On February 29, 2016, (fully effective April 1, 2016) Williams was discharged. The reason given by ACE was that Williams would not relocate to Indianapolis.

49. The reason given by ACE for Williams' termination was a pretext as certain non-Black employees were allowed to continue to work remotely: the real reason that Williams was terminated was retaliation for engaging in a protected activity, including complaining about discriminatory treatment of Williams and other ACE employees.

50. At all times pertinent hereto, Williams met the legitimate objectives of his work assignments, and got along with management and his fellow employees as best he could.

51. Similarly situated non-Black employees with performance comparable to Williams were not discharged.

52. Upon information and belief, ACE replaced Williams with a non-black employee.

COUNT I

VIOLATION OF TITLE VII DISCRIMINATION BASED UPON RACE AGAINST ACE

53 Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 52 above.

54. Title VII of the Civil Rights Act of 1964 prohibits discrimination in employment practices and specifically 42 U.S.C.A. § 2000e-2 provides in pertinent part:

“(a) Employer practices

It shall be an unlawful employment practice for an employer—

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin;”

55. Plaintiff has filed this cause subsequent to a timely filing of a Charge of Discrimination based upon race with the Illinois Department of Human Rights and the Equal Employment Opportunity Commission, a true and correct copy of which is attached to this complaint as Exhibit “H”.

56. Plaintiff has filed this cause pursuant to a “Right to Sue Letter” issued by the Equal Employment Opportunity Commission within the statutory time requirement, a true and correct copy of which is attached to this complaint as Exhibit “I”. Plaintiff’s counsel received the Right to Sue Letter on or about October 3, 2016.

57. Plaintiff, at all times pertinent to this complaint, was a resident within the venue and jurisdiction of this judicial district, and was within the protected race group (Black) as provided by the Title VII.

58. The Defendant at all times relevant to this complaint, operated and did business within the venue and jurisdiction of this judicial circuit.

59. During the course of his employment the Plaintiff came under the supervision of certain ACE employees including Landry, Rouse, and Byland, who subjected Williams to differential terms and conditions of employment because of his race.

60. The Defendant ACE'S conduct as previously alleged at length herein and as described in the Charge of Discrimination attached to this Complaint constitutes discrimination based upon race in direct violation of Title VII.

61. As a result of Defendant's discriminatory conduct, Plaintiff has been damaged in his career and to his person and has otherwise suffered monetary damages.

WHEREFORE, Plaintiff TRIANO WILLIAMS, demands judgment against the Defendant, ACE, as follows:

A. For retroactive reinstatement to his employment position at the time of termination with all back pay, benefits and other emoluments of employment;

B. For an award of \$300,000 in compensatory damages suffered because of the discrimination; Plaintiff's injury to his career, emotional pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, and other nonpecuniary damages and fringe benefits;

C. For attorney's fees and costs of this suit, pursuant to applicable statute; and

D. For such other and further relief, as is just and equitable

COUNT II: RETALIATION

Plaintiff realleges and incorporates by reference paragraphs 1 through 52 inclusive.

62. Plaintiff was bullied and threatened by his supervisors and ACE management, Landry, Byland and Rouse, subjected to racial, intimidating and derogatory treatment, subjected to different terms and conditions of employment, punished for complaining about disparate treatment of himself and others, refused promotions, refused training, given conflicting and contradictory information about the promotion of others, forced to relocate when Defendants

knew he couldn't leave the jurisdiction, terminated in retaliation for opposing and making charges regarding conduct Plaintiff reasonably believed to be an unlawful employment practice under Title VII in violation of 42 U.S.C. § 2000e-3(a), and sued in a foreign jurisdiction, for his refusal to submit to bullying and adhere to the demand of ACE to return to ACE's employment, fix a problem ACE created and receive no compensation.

63. As alleged above, these actions occurred shortly after February 11, 2016, when Plaintiff lodged a complaint with ACE'S management about the toxic discriminatory and humiliating environment at ACE for African American employees. (See Exhibit "A")

64. A reasonable person in Plaintiff's position would find the Defendants' actions materially adverse.

65. Defendants acted willfully and in bad faith.

WHEREFORE, Plaintiff demands judgment against Defendants ACE, Landry, Rouse and Byland for termination and lost wages and benefits, compensatory damages, punitive damages, prejudgment interest, attorneys' fees, costs, and such other and further relief as the court deems proper.

COUNT III
VIOLATION OF 42 USC § 1981

66. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 52 above.

67. The claims against the Defendants herein are based upon discrimination based upon race.

68. Jurisdiction arises pursuant to 28 U.S.C. § 1343.

69. Venue is appropriate as Williams' residence, and Defendants business, as well as all events giving rise to this claim occurred within the counties served by this Court.

70. Title 42 U.S.C. § 1981 provides in pertinent part:

“(a) Statement of equal rights

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

(b) “Make and enforce contracts” defined

For purposes of this section, the term “make and enforce contracts” includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

(c) Protection against impairment

The rights protected by this section are protected against impairment by nongovernmental discrimination ...”

71. At all times herein mentioned, Williams was a person protected by the provisions of 42 U.S.C. § 1981.

72. ACE, Landry, Rouse and Byland deprived Williams of his right to make and enforce contracts granted to him by statutes of the United States when they deliberately and intentionally discriminated against him based upon his race by setting in place a campaign designed to, and did, result in Williams’ termination.

73. Defendants ACE, Landry, Rouse and Byland maintain a widespread practice of treating Black employees, (based upon their race) and especially Williams, less favorably than his co-workers who are not Black.

74. Although the practice is not authorized by written law or express company policy, the practice of discrimination in the nature of disparate treatment and the creation of a hostile work environment is so permanent and well-settled at ACE as to constitute a custom and/or usage with the force of law.

75. Defendants ACE, Landry, Rouse and Byland's practices represent a widespread practice of racial discrimination, especially towards Blacks.

76. Williams has been treated less favorably than his colleagues because he is Black and because of an existing, unwritten, unconstitutional policy, which is directly attributable to a final policymaker.

77. The final policy makers for Defendant ACE include Landry, Rouse and Byland and other members of management.

78. Williams alleges a pattern of conduct that gives rise to a plausible claim that an unconstitutional custom, pattern or practice exists. Specifically Blacks who occupy the position of IT Systems Administrator or higher are treated differently, and denied the same opportunities as their Caucasian counterparts because of discriminatory animus and intent.

79. This supports Williams' claim of having suffered adverse employment actions by conduct tantamount to bullying, arbitrary and inconsistent directives, demeaning and humiliating assignments, impossible workloads, intentional and public humiliation of Williams and others, refusal to provide training, unwarranted scrutiny/discipline, and finally, termination.

80. Williams has been employed by ACE since September 7, 2007, when he entered into an agreement for employment with ACE.

81. Plaintiff at all times material to this complaint proved his industriousness, presented and represented himself in an orderly and respectful manner and commanded and continues to command the respect of his fellow employers. Additionally, Williams demonstrated his capacity and abilities to perform all job tasks to which he was assigned.

82. Rather than support Williams in his position of IT Systems Administrator, Defendants intentionally discriminated against Williams by refusing to allow Williams to participate in work

related training; paying Williams less than his co-workers, subjecting Williams to unwarranted scrutiny, refusing to promote Williams to management, all the while requiring him to perform the job of manager, holding secret meetings so as to hide the promotion of others from Williams, making it uncomfortable, humiliating and almost impossible for Williams to do the job he was assigned to do.

83. Defendants' intentional discriminatory animus was further displayed in their insistence that Williams relocate to Indianapolis, knowing that Williams was under a court-ordered joint parenting agreement and that working remotely was a condition under which he took the job with ACE, and using the refusal of Williams to relocate as a pretext to terminate him, when the real reason for the termination was Williams' complaints about defendant's discriminatory activities.

84. Landry, Rouse and Byland's intentional discrimination interfered with Williams' right to enforce his agreement with ACE including the performance, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship, and the wrongful termination of that contract.

85. As a result of the Defendants ACE, Landry, Rouse and Byland's discrimination based upon race, Williams has suffered injury to his career, as well as emotional pain and suffering, inconvenience, mental anguish and loss of enjoyment of life, and other losses for which he is entitled to compensatory damages in accordance with 42 U.S.C. § 1981.

WHEREFORE, Plaintiff Williams demands judgment against the Defendants, ACE, as follows:

A. Actual damages in the amount of lost wages and back pay from April 1, 2016 to present or the date of Williams' re-employment;

- B. Compensation for loss of employee benefits, including medical, dental, life, 401K, pension, stock options and retirement benefits;
- D. Additional compensatory damages for Plaintiff's mental anguish, pain, and suffering, inconvenience, loss of enjoyment of life, and other non-pecuniary damages and fringe benefits;
- E. Additional compensation for damages to and the loss of Williams' career;
- F. For punitive damages;
- F. All reasonable and necessary attorney's fees incurred as specified;
- H. All costs of court; and
- I. Such other and further relief as this court deems just and proper.

COUNT IV
VIOLATION OF 42 USC § 1981 – DISCRIMINATION AGAINST DEFENDANTS
LANDRY, ROUSE AND BYLAND IN THEIR INDIVIDUAL CAPACITY

86. Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 52 above.

87. Williams was deprived of his rights to make and enforce contracts granted to his by statutes of the United States by Defendants Landry, Rouse and Byland when they deliberately and intentionally discriminated against his based upon his race by setting in place a campaign designed to result in Williams' termination.

88. Defendants Landry, Rouse and Byland were the proximate cause of Williams' harm.

WHEREFORE, Plaintiff Williams demands judgment against the Defendants Landry, Rouse and Byland in their individual capacity, as follows:

- A. Actual damages in the amount of lost wages and back pay from April 1, 2016 to present;

- B. Compensation for loss of employee benefits, including medical, dental, life, 401K, pension, stock options and retirement benefits;
- D. Additional compensatory damages for Plaintiff's mental anguish, pain, and suffering, inconvenience, loss of enjoyment of life, and other non-pecuniary damages and fringe benefits;
- E. Additional compensation for damages to and the loss of Williams' career;
- F. For punitive damages;
- F. All reasonable and necessary attorney's fees incurred as specified;
- H. All costs of court; and
- I. Such other and further relief as this court deems just and proper.

COUNT V: VIOLATION OF TITLE VI

Plaintiff restates and realleges each and every allegation contained in Paragraphs 1-52 and 62-65.

89. Jurisdiction is conferred on this Court by 28 USC Sec 1332 and 28 U.S.C.A. Sec. 1343 (a) (3).

90. Title VI of the 1964 Civil Rights Act provides in pertinent part:

“Nondiscrimination in federally assisted Program. No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.” 42 U.S.C. Sec 2000 et. seq.

91. Upon information and belief, ACE accepts and receives funding from the State of Illinois and other sources, including directly from the federal government for educational student scholarships, grants and loans.

92. Said funding includes federal and state funds through the U.S. Department of Education and other sources, and is a form of financial assistance, which ACE receives and accepts from the federal government. Upon information and belief, much of the federal assistance in the nature of scholarships, grants and/or loans is based upon the minority status of ACE's student body.

93. Since 2007, Defendants hired and promoted less qualified and experienced Caucasians than Plaintiff to the position of IT Systems Administrator and Manager and paid them more money than Plaintiff, based upon race.

94. Since 2007, Defendants have failed and refused to promote the Plaintiff and other well qualified Black employees to the position of Manager and above, although they have required Plaintiff to act as interim manager when the Department Manager was off duty or otherwise unavailable.

95. Despite Plaintiff's superior experience and qualifications and his numerous requests, Plaintiff has not been offered the position of manager. The Plaintiff was also subjected to the following treatment:

- a. Improperly denied numerous opportunities for work related training, because Plaintiff is Black;
- b. Forced to relocate to Indianapolis as a pre-text to terminate Plaintiff;
- c. Subjected to intimidating threatening statements made by his White co-workers and managers;
- d. Retaliated against for engaging in protected activities; and
- e. Subjected to numerous and repeated efforts to bully him into a voluntary resignation, relocation to Indiana and working for free.

96. That Defendants treat similarly situated employees who are not Black differently.

97. Plaintiff repeatedly reported the incidents to ACE'S Department of Human Rights to no avail.

98. That each time Plaintiff filed a complaint or reported an incident of discriminatory treatment he was further harassed and intimidated.

99. The treatment of Plaintiff and other Blacks made in the presence of other employees and/or reported to ACE were racially motivated and was an attempt to subject Plaintiff a Black man, to discriminatory treatment.

100. In requiring Plaintiff to endure discriminatory treatment Landry, Rouse and Byland's actions were all based upon race, were willful, malicious and in bad faith, with an improper motive of subjecting Plaintiff to abuse with a malicious intent of violating Plaintiff's civil rights.

101. As a proximate result of Defendants Landry, Rouse and Byland's racial discrimination toward Plaintiff, Williams suffered damages in the disruption of employment, harm to his career, unnecessary and unsupported termination, emotional distress, embarrassment, psychological damage, and the deprivation of his civil rights.

102. Landry, Rouse and Byland's actions occurred while acting in their official capacity as agents servants and/or employees of ACE.

103. Landry, Rouse and Byland's actions and those of the other ACE management employees are imputed to ACE.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays as follows:

A. A declaratory judgment that Defendants and each of them violated 42 USC Sec. 2000.

B. A permanent injunction-restraining Defendants and each of them, from violating 42 USC Sec. 2000.

C. Compensatory damages in the sum total in excess of \$75,000 for lost wages, emotional distress, psychological damage, embarrassment, deprivation of civil rights and out of pocket expenses.

D. Punitive damages in an amount equal to 2% of Defendants' combined net worth.

E. Reasonable attorneys' fees and all costs of the proceeding

COUNT VI
NEGLIGENT SUPERVISION AGAINST ACE

104. Plaintiff restates and realleges each and every allegation contained in Paragraphs 1-52.and Paragraphs 62-65 as though fully set forth herein.

105. Defendants failed to train, supervise, and monitor their employees, agents, and servants despite their duty to do so.

106. At all material times, Defendants, and each of them, had the power, ability, authority and duty to supervise, control, and train their employees, agents and servants.

107. Defendants knew or should reasonably have known that their agents, servants, and employees were not adequately trained to protect the Plaintiff and prevent the discriminatory treatment of Williams initiated at the suggestion and hands of his supervisors.

108. Defendants knew or should reasonably have known that such lack of training would proximately result in the disparate and discriminatory treatment of Williams and subsequent termination of Williams' job resulting in injury and emotional distress to Plaintiff.

109. Despite such duty and reasonable knowledge, Defendants failed to supervise, control and train their agents, servants, and employees.

110. At all material times Defendants had the power, ability, authority, and duty to intervene, supervise, prohibit, control, regulate, discipline, and/or penalize the conduct of their agents, servants, and employees so as to prevent injury to the Plaintiff.

111. At all material times, Defendants knew or reasonably should have known that Landry, Rouse and Byland's and other ACE personnel were engaging in the above-mentioned acts and omissions, that they were not adequately trained to protect Plaintiff's from abuse and retaliation, and that such acts and omissions and such lack of training would proximately result in termination, injury and emotional distress to Plaintiff.

112. Despite their duty to supervise their agents, servants and employees, Defendants negligently failed to act so as to prevent such termination and injury to Plaintiff.

113. As a proximate cause of the acts and omissions of Defendants, and each of them, Plaintiff was subjected to wrongful termination, and injury to his career, including but not limited to that described above and emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff's and each of them respectfully prays as follows:

- A. For entry of an award of compensatory damages against Defendants and each of them in an amount equal to the loss of income and expenses related to the wrongful termination.
- B. For entry of an award of punitive damages in an amount equal to 2% of Defendants' combined net worth.
- C. For legal interest on such sums from the date of judgment until paid.
- D. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

TRIANO WILLIAMS

By; s/ Calvita J. Frederick
Attorney for Plaintiff

Calvita J. Frederick
Post Office Box 802976
Chicago, Illinois 60680-2976
312-421-5544
ARDC # 6184001