

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Northern Division**

JAMES O. WARNER)
15199 Wendell Place)
Waldorf, Maryland)
(Charles County, MD))

Plaintiff,)

Civil Action No. 13-3100

v.)

CELLCO PARTNERSHIP)
d/b/a Verizon Wireless)
One Verizon Way)
Basking Ridge, NJ 07920)

JURY TRIAL DEMANDED

JOSEPH ANGEL)
4712 Dorsey Hall Drive)
Unite 408)
Ellicott City, MD 21042)
(Howard County, MD))

and)

LAURA SALMON)
633 Grant Place)
Frederick, MD 21702)
(Frederick County, MD))

Defendants.

ORIGINAL COMPLAINT

COMES NOW, Plaintiffs James O. Warner for his Complaint against Defendants Cellco Partnership (d/b/a Verizon Wireless), Joseph Angel and Laura Salmon (collectively, "Defendants"), for unlawful discrimination on the basis of Plaintiff's race in violation of Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981, *et seq.*, as

amended, (“Section 1981”), violation of the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, *et seq.*, as amended (“FMLA”), and for tort claims arising under Maryland law.

I. The Parties

1. Plaintiff James O. Warner (“Plaintiff” or “Warner”) is African-American and a resident of Charles County in the State of Maryland.

2. Defendant Cellco Partnership is a Delaware General Partnership, and its headquarters is in Basking Ridge, New Jersey. Defendant Cellco Partnership is a wireless service provider and does business across the country, including Maryland, as Verizon Wireless (hereinafter, “VZW¹”). VZW has appointed the Corporation Trust Company, 820 Bear Tavern Road, West Trenton, NJ 08628, as its agent for service of process.

3. Defendant Joseph Angel (“Angel”) is Caucasian and a resident of the State of Maryland.

4. Defendant Laura Salmon (“Salmon”) is Caucasian and a resident of the State of Maryland.

II. Jurisdiction and Venue

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1343(a)(4), and 28 U.S.C. § 1367.

6. Plaintiff Warner and Defendants Angel and Salmon worked out of VZW’s Laurel, Maryland office located at 7600 Montpelier Road, Laurel, Maryland, 20723 in Howard County, Maryland.

¹ All references to VZW in this Complaint refer to Defendant Cellco Partnership.

7. Venue is proper in this judicial district pursuant to 28 USC § 1391 because a substantial portion of the events or omissions giving rise to the claims occurred in the in Howard County, Maryland where VZW's headquarters in Maryland is located.

III. Background Facts

8. From June 2005 until he was terminated in or around July of 2013, James Warner was an Account Executive ("AE") at VZW with "Team Metro" of the B2B (Business-to-Business) Group in Maryland. Plaintiff's primary duties were to sell Verizon's wireless plans and products to businesses within the territory assigned to him. Mr. Warner was initially assigned to service the downtown D.C. territory, however in 2007, he was assigned to work the Prince George's County territory.

9. For most of Mr. Warner's time with Team Metro, he was one of the top performing AE in many of the Key Performance Indicators. His success, however, was significantly hindered by the discriminatory and unlawful actions of the Defendants, as described herein.

10. In the spring of 2010, Defendant Joe Angel was promoted to the position of Associate Director of Team Metro and became Mr. Warner's second-line supervisor. Prior to or around the time that Angel assumed this this position, there were several instances and/or allegations of misconduct against Defendant Angel including abusing alcohol, sexual harassment and racial discrimination claims. Upon information and belief, VZW failed to investigate these claims and failed to take any disciplinary action against Defendant Angel, even though VZW was well aware of the complaints against him, as well as the allegations that are discussed herein. In fact, Defendant Angel has continually been promoted during his tenure with VZW.

11. In or around July 2010, Defendant Angel selected Defendant Laura Salmon to serve as the Sales Manager for Team Metro. In this capacity, Defendant Salmon supervised the B2B Account Executives, including Plaintiff, and reported directly to Defendant Angel.

12. After Defendants Angel and Salmon became Mr. Warner's supervisors, they began a successful campaign to ruin Plaintiff's career and separate him from the company.

Defendants Salmon and Angel Subjected Plaintiff to a Hostile Work Environment and Interfered with his Ability to Earn Compensation Based on His Race

13. Shortly after Defendant Angel took over B2B sales, he began to ignore, disprove or significantly delay approval of Plaintiff's requests for out-of-market sales commissions. Out-of-market sales commissions are sales made to offices of companies that are headquartered in Plaintiff's territory, but are located outside of Plaintiff's territory. Prior to Defendant Angel becoming his second-line-supervisor, Plaintiff's requests for sales made to these out-of-territory offices were routinely approved without any issue. When Mr. Warner inquired regarding the status of his requests for out-of-market sales, Defendant Angel chastised him and discouraged Plaintiff from pursuing this compensation even though it was rightfully his.

14. Defendant Angel's treatment of Mr. Warner in this regard was demonstrably different from the manner in which Defendant Angel treated Mr. Warner's Caucasian peers. Specifically, Angel routinely (and timely) approved out-of-market commission requests from Caucasian AEs, and did not discourage them from submitting such requests to him for his approval.

15. Defendants Salmon and Angel denied routine requests by Mr. Warner to assign commissions that were owed to him but erroneously assigned to other AEs. Defendants, however, processed requests from Caucasian AEs to correct erroneously assigned commissions in a timely manner. For example, on or about December 10, 2010, Mr. Warner informed Defendants Salmon and Angel that he was not receiving credit for sales to Power Solutions, which was Plaintiff's client. They had previously withheld approval of commissions derived from sales made to this company in October 2010, which was the same month in which Mr. Warner's brother and sister-in-law died, as discussed below. Defendants claimed that Plaintiff's request was out of time and that they would only approve adjustments that were requested within 30 days. This was contradictory to VZW policy, which specified that sales adjustments could be made within 60 days. It was also discriminatory because Defendants allowed Plaintiff's white counterparts, including Gary Powers, Gary Wilkerson and other white AEs to claim activations after 30 days but within the 60-day period established under VZW's policy. As a result of Defendants Salmon and Angel's actions of purposefully denying Mr. Warner's request to correct erroneously assigned commissions, Mr. Warner was unable to meet his monthly quota on several occasions or his monthly sales were significantly diminished. Other Caucasian AEs, including Gary Wilkerson, Eric Adamson continued to receive compensation derived from Plaintiff's sales and were credited for sales that should have contributed to Plaintiff's monthly sales targets.

16. Throughout the time that Defendants Salmon and Angel supervised Mr. Warner, they repeatedly took his accounts away from him and assigned them to Caucasian AEs and sales managers.

17. For example, “ASRC” was an account that Plaintiff initiated in or around 2008. Over the course of two plus years, Mr. Warner grew the account to over 200 lines. ASRC was one of Plaintiff’s fastest growing accounts and comprised a significant portion of his monthly quota. Defendants Salmon and Angel took the ASRC account from Mr. Warner and assigned it to Melanie Marcelino, a Caucasian manager of the Government Sales Group, without any explanation or reasonable business justification. When Plaintiff attempted to discuss the reasons that ASRC had been taken from him with Defendants Salmon and Angel, both of them shouted at Plaintiff and berated him in front of his co-workers, thereby discouraging him from pursuing the matter even though his earnings were significantly affected. To further discourage his protest, Defendant Angel sent Plaintiff harassing late-night text messages. When Plaintiff attempted to discuss these texts with Angel, Angel refused to explain his actions.

18. Another example includes the Thompson Creek Windows account. In or around November 2010, a lead came in for Thompson Creek Windows, which is located in Lanham, MD, the heart of Mr. Warner’s assigned territory. Mr. Warner had previously engaged Thompson Creek, who was finally ready to move their wireless accounts to VZW. After the lead came in, Defendants Salmon and Angel assigned it Gary Wilkerson, who was assigned the downtown D.C. territory, to work the account even though the company was located in Mr. Warner’s territory. The overall opportunity was approximately 300-400 lines. The Thompson Creek account helped to propel Wilkerson to meet or exceed his quota for the next several months and to secure a promotion to the Major Account Manager (“MAM”) position, a position to which Plaintiff applied but was denied by Defendants Angel and Salmon.

19. In or around the time that Plaintiff was called in to interview for the MAM position in April 2011, Defendants Angel and Salmon purposefully issued Mr. Warner an unjustified written warning that essentially removed Mr. Warner from contention for the promotion.

20. Salmon and Angel also took away a lucrative sales opportunity involving the Republican National Committee (RNC) and transferred it to Gary Wilkerson in or around the latter half of 2011. In this instance, Plaintiff had spent months working with the RNC when he discovered a new opportunity for approximately 3000 activations that would be necessary for the election season in 2012. In or around July 2011, Plaintiff presented the opportunity to Defendants Salmon and Angel, and requested that they work with him to approve pricing for a month-to-month agreement for these new lines. When white AEs brought opportunities that required special attention to Defendants Salmon and Angel, they would provide creative solutions in a timely fashion that allowed the white AEs to increase their sales and receive promotions. Mr. Warner was treated in the exact opposite manner when he presented opportunities to Defendants Salmon and Angel. During the next several months, despite Plaintiff's repeated reminders, Defendants failed to provide him with a quote to provide to the client. When the RNC became frustrated and insisted on speaking with Plaintiff's managers, Salmon delayed responding. Salmon then reassigned the account from Plaintiff to Wilkerson. When the RNC criticized Salmon her for the poor customer service, Salmon and Angel disciplined the Plaintiff.

21. By denying him credit for his sales and blatantly assigning his clients to Caucasian AEs, Mr. Warner was not only denied commissions, but the ability to receive

multiple “accelerators” (additional compensation based on meeting certain targets) that would have boosted his earnings.

22. In addition to their reassigning accounts without remuneration and without adjusting his quota, Defendants Salmon and Angel forced Plaintiff to cancel appointments at the last minute to attend unnecessary internal meetings, set unrealistic and unnecessary internal deadlines, and purposefully failed to act on or approve Mr. Warner’s requests for approval for certain transactions that required a manager’s approval. Defendants Angel and Salmon’s actions in this regard or, in some instances, their failure to act, was inconsistent with the manner in which AEs outside of his protected class were treated. Specifically, Caucasian AEs routinely and timely had their requests for approval acted upon to effectuate their sales, which allowed them to receive commissions for sales and earn repeat business from clients who were pleased with the timely service they received. Caucasian AEs were also granted flexibility with moving internal meetings and deadlines so as to prioritize sales meetings with clients that would generate business and income.

23. Plaintiff was also forced to utilize VZW’s “MyBiz” portal, while his Caucasian peers were granted much greater flexibility in utilizing VZW’s Point-of-Sale (“POS”) system to effectuate their sales when MyBiz was inoperable. MyBiz was filled with glitches including site access issues, data processing errors, and the inability to access special advertised promotions. Because of the myriad of problems associated with the MyBiz portal, Defendants regularly permitted Caucasian AEs to process their sales using the POS system to effectuate their sales in a timely and smooth fashion. Unlike his White colleagues, Mr. Warner’s requests for approval to use the POS system to process

his client's sales were often delayed or denied outright, resulting in significant embarrassment to Mr. Warner and a loss of sales. This gave Mr. Warner's white counterparts a significant edge in maintaining sales and quotas because Mr. Warner's clients often became frustrated with the amount of time it took for VZW to process new business, and/or to renew business and process upgrades through the MyBiz portal.

24. A "vacant" territory is one that is not serviced or assigned to a particular AE. Defendants Salmon and Angel denied Mr. Warner the ability to work "vacant" territories, however, they permitted his white counterparts to work these territories in addition to their assigned territory. For example, Gary Wilkerson, was not only permitted to work several vacant territories in addition to the lucrative downtown D.C. territory, his monthly quota remained the same as if he had only one territory to service. Plaintiff, on the other hand, was not permitted to work any other vacant territory. This gave the white AEs an unfair advantage over Plaintiff because their sales figures were that much higher because they had more potential customers in which to market VZW's products and services. It also provided them with an unfair advantage with respect to promotions such as the Major Account Manager position that Wilkerson was selected for over Plaintiff, because they were able to meet and exceed their quotas using the accounts they picked up from the vacant territories, while Mr. Warner was denied that advantage.

25. When Plaintiff complained about not being able to work a vacant territory, Defendants Angel and Salmon told him that if he wanted to work a vacant territory, he would have to forfeit his existing territory, give up all of his existing sales, all of his forecasted sales, and all of his "marquee" (once in a lifetime) deals, in order to have the same opportunity that his white colleagues were given without any penalty.

26. On the rare occasion in which Defendants Angel and Salmon permitted Mr. Warner to contact a client in a vacant territory, they eventually took the client away from Mr. Warner and assigned it to a white AE. For example, in or around May 2012, Defendants Salmon and Angel denied Plaintiff credit for sales he made to BF Joy and Promontory Financial, even though he initiated contact with these customers, made the first sales, and had additional activations forecasted for the next several months as a result of his efforts.

27. Defendants Angel and Salmon would accompany white AEs to their sales appointments for the purpose of having a person with decision-making authority on-site to help close deals. In the two years that these Defendants supervised Mr. Warner, they never accompanied him to a sales call to help him close a deal and, in fact, the only times that Defendants Angel and Salmon actually went to Plaintiff's client's sites was for the purpose of soliciting negative feedback about Mr. Warner and/or to sabotage potential sales. For example, Defendants Salmon and Angel showed up prior to one of Mr. Warner's appointments with Regency Furniture. The client informed Mr. Warner that Salmon and Angel had asked for negative information about him. Defendants Angel and Salmon stayed for the meeting between Mr. Warner and his client. During the meeting, the client raised her voice at Defendant Angel and stated, "No, as I mentioned to you before, James never lied to me or offered me something the company did not offer."

28. Defendant Salmon also showed up at appointments unannounced on other occasions. During these occasions, the client representatives expressed confusion or dismay at Salmon's presence, which always made it appear as if Mr. Warner did not have the authority necessary for the transaction being discussed or made it appear that

Defendants did not trust Warner. On one occasion, the president of the Stromberg Sheet Metal Works asked her, “so what are you here for?” The client told Defendant Salmon that Mr. Warner was the best sales representative the company ever had, and that Mr. Warner was the reason they left other carriers to move to Verizon. Defendant Salmon’s conduct in this regard was purposefully designed to defame Mr. Warner and make him appear disreputable and dishonest in front of his clients.

29. Defendants Angel and Salmon also berated Mr. Warner and questioned his credibility in front of his clients. For example, during a client meeting in which Mr. Warner had convinced Congressional Title to switch to VZW as its wireless provider, Defendant Salmon called Mr. Warner while he was on-site with the client screaming that Mr. Warner was “not working” and instead “hanging out and passing time.” Mr. Warner informed her that he had been with the client for the last several hours trying to port their lines through the MyBiz portal, however it was not working properly. Defendant Salmon asked that if “Joe [Angel] calls them, will they verify?” The client’s representative, who was already upset that it was taking an inordinate amount of time to effectuate the transfer, heard Defendant Salmon yelling at Mr. Warner over the phone. This caused the client representative to call VZW’s operation a “joke” and to question whether it made sense to simply stay with their current carrier. A few days later, when the order did not go through due a glitch with the MyBiz portal, Defendants Salmon and Angel processed the order through the POS system, however, Plaintiff was written up for failing to “train the client properly” even though MyBiz and Defendants failure to support Plaintiff were the real issues.

Defendants Angel and Salmon Exploit Plaintiff’s Bereavement of His Brother and Sister-in-Law to Harass and Interfere with his Sales

30. On October 1, 2010, a family tragedy that involved the death of Plaintiff's brother and murder of his sister-in-law occurred. Plaintiff took leave to bereave his brother and sister. Shortly after Plaintiff learned of his brother's death, and during the time he was out of the office, Defendants Angel and Salmon pressured Plaintiff to continue working on his accounts and to meet internal deadlines that could easily have been rescheduled in light of the profound tragedy that occurred.

31. For example, while Plaintiff was on leave, Defendant Salmon called Mr. Warner to tell him that he was expected to present and participate in the yearly Executive Review. Mr. Warner asked her and Defendant Angel if he could present at a later time in light of what had happened, but they said that he had to present with his team and that he could be terminated if he did not make the presentation.

32. While Mr. Warner was out on leave, Defendants Salmon and Angel scheduled an appointment with Mr. Warner's client, Alion Science, without notifying him. Shortly thereafter, Salmon and Angel, without justification or explanation, reassigned the Alion Science account to Duane Sibole, a Caucasian Sales Manager.

33. During this same time period, Salmon and Angel also reassigned the Merkle account from Plaintiff to Eric Adamson, a Caucasian AE within Team Metro, without any reasonable business justification.

34. Alion Science and Merkle were two of Mr. Warner's top clients, which accounted for approximately twenty percent (20%) of his monthly quota. Despite his efforts to build the Merkle and Alion Science accounts, Mr. Warner was not given a percentage split of either accounts; nor was his quota for the month adjusted downward to reflect the loss of these large accounts.

Additional Conduct Designed to Harass Plaintiff Based on his Race and Interfere with his Ability to Make Sales

35. Defendants Angel and Salmon engaged in additional harassing conduct towards Plaintiff that was specifically designed to harass him and make him lose business opportunities with current and prospective clients.

36. In January 2011, Plaintiff was denied the opportunity to attend the Winners Circle trip based on his 2010 results. He was able to attend this trip in 2009 and in 2010. When Mr. Warner asked Defendant Salmon whether his sales numbers qualified him for the trip, she stated that she would get back to him but never did. Mr. Warner later learned that his sales numbers for 2010 more than qualified him for the trip but that he was purposefully blocked from attending by Defendants Salmon and Angel.

37. In or around April 2011, Defendants Salmon and Angel surreptitiously and without explanation moved Mr. Warner's desk away from his fellow teammates in Team Metro. Plaintiff's desk was moved to other side of the office where he was made to sit by himself. Every day, his co-workers asked him why he was sitting by himself and not with his team. Plaintiff did not have an explanation. In addition, Defendants Salmon and Angel discouraged Plaintiff's co-workers from interacting with him, such that his colleagues were nervous about being seen speaking with Plaintiff.

38. Mr. Warner was also treated differently in comparison to his white counterparts with respect to discipline. Specifically, he has received disciplinary write-ups for things that he did not do or for things that his white counterparts would not have been disciplined. For example, Defendants Angel and Salmon issued Plaintiff a Performance Improvement Plain ("PIP") in May 2011 regarding his alleged lack of sales. However, Defendants misrepresented Plaintiff's sales and purposefully failed to credit

him for sales/activations that were incorrectly assigned to other AEs. The day after receiving this PIP, Plaintiff suffered a severe anxiety attack and chest pains and went to the emergency room for treatment. Although his doctors recommended taking time off due to stress, Plaintiff was too scared to ask for leave for fear that he would be terminated.

39. Unlike his white colleagues, Defendant Angel purposefully avoided verbal interactions with Mr. Warner. For example, while Mr. Warner was conversing with two of his white colleagues, Dan Barker and Gary Wilkerson, in the cafeteria, Defendant Angel walked by, shook both of Barker and Wilkerson's hands, shared some small talk with each of them but never spoke to Mr. Warner. On other occasions, Defendant Angel would blatantly ignore Mr. Warner when he saw him in the hallway. When Mr. Warner would greet Defendant Angel, he would stare at Plaintiff and keep walking.

40. Mr. Warner was also given more tasks to perform than similarly situated AEs, including but not limited to, cold calling, door knocking and procuring business cards for the team. A Human Resources representative confronted Defendants Angel and Salmon about this blatant difference in treatment. Defendant Angel attempted to claim that all members of the teams he supervised were required to perform the same activities, but this was demonstrated to be untrue.

41. Defendant Salmon would often misrepresent Plaintiff's whereabouts and workload to Defendant Angel and other VZW employees so as to make him appear lazy or "hiding out." For example, she would often state that Plaintiff "could not be accounted for" even though she was well aware of Mr. Warner's schedule of

appointments for the day. She would claim that Plaintiff was slacking or hiding so as to avoid coming into the office even though she knew that he was working with clients.

42. Defendant Angel forced Mr. Warner to work out of VZW's corporate office in Howard County, MD, even though Mr. Warner lived in southern Maryland and even though the VZW's Lanham, Maryland office was in his territory and much closer to his home. Mr. Warner was required to report to the Howard County office every morning by 8:00 AM (later changed to 8:30 AM) regardless of the time or location of his sales appointments. This caused Mr. Warner to regularly drive an additional 40-50 miles a day because he would have to drive to the company's office in Howard County, only to turn around for sales appointments that were in the direction he came. White AEs including Gary Wilkerson, Sandy Stippey, Eric Adamson, Lynn Sabrowski, Dave Snyder, Kristen Schultz, Dan Barker, Gary Powers, and Dan Maloney were permitted to either work out of another location that was closer to home or go directly to sales appointments from home. On numerous occasions, Mr. Warner complained to Defendants Salmon and Angel that he was being treated differently in comparison to other white AEs, however, their response was essentially that they did not care where Plaintiff's appointments were, he still had to check in every morning at the Howard County office. This discriminatory treatment put Plaintiff at a distinct disadvantage because Mr. Warner's white colleagues were able to manage their territories and attend sales meetings more efficiently. Moreover, it was demeaning and humiliating for Plaintiff to have to drive into work every day to "check in" when he was a top sales performer.

43. Plaintiff was purposefully excluded from trainings related to new B2B products and promotions that would have enhanced his sales. In order for Mr. Warner to be able to utilize B2B products for his accounts for which he was not certified, he was made to partner up with other AEs outside of his protected class who had been trained on the program. This required to him to share 50% of his sales and earnings with his “partner” on these sales.

44. Plaintiff was also unlawfully denied bonuses that his white colleagues received. For example, Plaintiff’s 2011 Performance Appraisal (which he received on or about January 6, 2012), Defendants rated him as “developing” even though he had performed better than most of his colleagues. As a result of this low rating, he did not receive a \$10,000 Short Term Incentive (STI) bonus or the standard 2% to 4% yearly raise. Around this time, Plaintiff was placed on a written warning and threatened with further disciplinary action up to termination. Plaintiff was also told, as a result of the written warning, he would not be eligible for a Government Account Manager (GAM) position, a position that would have been a promotion.

45. On numerous occasions that are too many to count, Mr. Warner requested a transfer to another team so he could work in an environment that was free from discrimination and hostility, and regain the ability to receive compensation that he rightfully earned like his Caucasian peers. Each of Plaintiff’s requests for a transfer were denied without explanation, whereas requests by other white members of Team Metro to transfer were granted or they received promotions by Defendants Angel and Salmon. Plaintiff met with Human Resources personnel to request a transfer, citing the hostile and discriminatory treatment to which he was being subjected. Upon information and belief,

VZW never investigated any of Plaintiff's complaints that he was being subjected to a hostile work environment and being discriminated against. VZW never granted Mr. Warner's repeated requests to transfer to another team even though they were fully aware that he was being subjected to a hostile work environment.

Retaliation for Utilizing FMLA Leave

46. Mr. Warner's father, Mervin Warner ("Mervin") resides with him. Mervin has been diagnosed with diabetes, dementia and the initial stages of Alzheimer's Disease. In February 2011, Mervin fell and suffered serious injuries that required hospitalization for a number days. Because of his ongoing need for care at home, in or around February 2011, Mr. Warner applied for intermittent leave under the Family and Medical Leave Act ("FMLA"). His request was approved on or about April 7, 2011 by MetLife Insurance Company and VZW's Human Resources Department, in the amount of three hours per day, five days per week.

47. Defendants Angel and Salmon were surprised that Mr. Warner received approval for FMLA leave because they did not believe that his father was sick and therefore, he would be unable to document his need for FMLA leave. As soon as he started using his FMLA leave, Defendant Angel repeatedly accused Mr. Warner, both privately and publicly, of committing fraud in making his FMLA request. Defendant Angel made this accusation in one-on-one meetings with Mr. Warner, during meetings with Plaintiff's co-workers, and with other members of management, some of who were prospective supervisors in the event that Mr. Warner was granted a transfer.

48. For example, in a meeting that occurred shortly after Mr. Warner's FMLA was approved, Mr. Angel raised his voice and said, "James, stop gaming the system!"

Sure your father's sick! I believe your father's sick, sure your father's sick, my father's sick. Stop gaming the system! The only reason you still have this job is because of your FMLA time!"

49. On another occasion, Defendant Angel accused Mr. Warner of perpetrating a fraud on the company by using FMLA time and called him a "cancer to the organization."

50. Defendant Salmon also berated Mr. Warner for using FMLA leave. For example, during the same in which Defendant Angel accused Mr. Warner of "gaming the system," Defendant Salmon expressed the same sentiment to all who were present.

51. Defendants also denied Plaintiff promotions based on his use of FMLA leave. Shortly before applying and receiving approval for FMLA leave, Plaintiff applied for a Vertical Account Manager (VAM) position, a position that would have been a promotion for him. Plaintiff applied for this position without informing his supervisors. However, after they found out, Defendant Salmon informed Mr. Warner that he did not qualify for the VAM position "because of the challenges with his family's illness." She repeatedly told him that she did not believe that Mr. Warner's father was ill or required his assistance, but in the context of the VAM position, she indicated that Mr. Warner would not be able to handle the travel associated with this position due to the "illness in his family." Upon information and belief, Defendants Angel and Salmon blocked Mr. Warner's application for this position.

52. In or around May 2012, Defendants Angel and Salmon met with Mr. Warner and informed him that he was "insubordinate" and that his "FMLA behavior" had not changed. During that meeting, the subject of Mr. Warner's vacation request came up.

At the time Mr. Warner made his vacation request, he was over 350% of quota.

Defendant Angel told him, “I was inclined not to approve your vacation request but you would have found a way to take off by using some other time because someone else in your family would be sick,” clearly suggesting, yet again, and without any basis, an improper motive by Plaintiff for utilizing leave under the FMLA.

53. Defendants Angel and Salmon informed Plaintiff that they were “moving forward” to separate him from the company and would have Human Resources’ approval in five to seven days. In the meantime, Plaintiff was instructed to conduct business as usual with his clients and if his termination went through, he was to assist with an orderly transition of his accounts.

54. Shortly thereafter, Mr. Warner retained counsel and VZW placed him on leave without pay. In or around November 2012, Mr. Warner and VZW participated in mediation to resolve his claims against the company. The mediation was not successful. VZW continued Plaintiff on an indefinite leave without pay status, however, Mr. Warner continued to receive a small fraction of commissions owed to him in May and June of 2012. Over a year later, in or around July 2013, the State of Maryland Department of Labor, Licensing and Regulation (the Agency charged with issuing unemployment benefits) informed Plaintiff that he had been terminated by VZW.

55. Plaintiff’s interactions with Defendants Salmon and Angel were consistently negative. Defendants Salmon and Angel were also hostile to other African American AEs. For example, Defendant Salmon would regularly scream and berate Stephanie Branch, Ronald Fitzgerald, Arthur Robinson, Darrold Wright, Marcus Lea and Diane Stevens, all of whom are African American.

56. Defendants' conduct as described herein caused Mr. Warner to experience and continue to experience significant stress, anxiety and panic attacks on a daily basis. Defendants "bullying" was specifically designed to cause Plaintiff to have a nervous breakdown so that he would either quit voluntarily or provide them with a reason to terminate him. The stress affected his body in several different ways including but not limited to, weight fluctuations, insomnia, hair loss, back pain, chest pain, shortness of breath and breaking out in hives. Plaintiff, who had been off of his anti-depression, anxiety and bipolar medication, had to resume this medication and take muscle relaxers to relieve his back pain. He also started seeing a therapist and psychiatrist to help deal with Defendants' hostile and abusive conduct towards him.

57. To date, Plaintiff has not been able to secure employment. He continues to suffer mental anguish associated with Defendants unlawful conduct towards him.

**COUNT I:
HOSTILE WORK ENVIRONMENT BASED ON RACE
AGAINST ALL DEFENDANTS**

58. Plaintiff hereby incorporates by reference each of the foregoing allegations as if stated fully herein.

59. As described above, Defendants subjected Plaintiff to a hostile work environment on the basis of his race in violation of Section 1981 of the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981, et seq.

60. Defendants conduct included, *inter alia*:
- a. giving his accounts to white counterparts;
 - b. failing to recognize his accomplishments;
 - c. restricting his ability to operate in vacant territories;

- d. failing to adjust his quota;
- e. denying training on VZW's products and promotions;
- f. denying him bonuses;
- g. denying him commissions;
- h. sabotaging his deals and prospective business;
- i. unjustly disciplining him;
- j. forcing him to drive to the Howard County office to check in every morning and/or for last minute meetings;
- k. screaming at Plaintiff in the office and while he was with clients;
- l. telling others that he was "high" on drugs while he was at work;
- m. lying about his whereabouts and activities;
- n. moving his desk away from his team;
- o. informing his co-workers that he was committing fraud by filing a false claim for FMLA leave;
- p. blocking his efforts to get promoted;
- q. denying his requests to transfer out of Team Metro;
- r. failing to investigate his complaints of discrimination and hostile work environment;
- s. placing him on unpaid leave, and
- t. terminating him in or around July 2013.

61. All of the foregoing conduct was unwelcome, based on Plaintiff's race and sufficiently severe or pervasive to alter the conditions of Plaintiff's employment and create an abusive atmosphere.

62. As a result of Defendant's conduct, Plaintiff suffered emotional pain and suffering and physical manifestations of his mental suffering. Plaintiff required medical care, including therapy and medication for depression and the physical manifestations of the stress.

WHEREFORE, Plaintiff seeks economic, compensatory and punitive damages jointly and severally, plus interest, costs, attorney's fees, and such other and further equitable relief as this Honorable Court may deem appropriate.

**COUNT II:
DISCRIMINATION BASED ON RACE
AGAINST ALL DEFENDANTS**

63. Plaintiff hereby incorporates by reference each of the foregoing allegations as if stated fully herein.

64. Through their discriminatory conduct, including, *inter alia*, assigning his lucrative accounts to white employees, intentionally interfering with his ability to procure new business, depriving him of training on VZW products, forcing him to share commissions with white employees, placing him on leave without pay and terminating him, Defendants deprived Plaintiff, based on his race, of his right to make and enforce contracts on the same terms as enjoyed by white persons, in violation of 42 U.S.C. § 1981.

WHEREFORE, Plaintiff seeks economic, compensatory and punitive damages jointly and severally, plus interest, costs, attorney's fees, and such other and further equitable relief as this Honorable Court may deem appropriate.

**COUNT III:
NEGLIGENT HIRING/RETENTION
AGAINST DEFENDANT VZW**

65. Plaintiff hereby incorporates by reference each of the foregoing allegations as if stated fully herein.

66. Defendant VZW knew or should have known by the exercise of diligence and reasonable care that Defendant Angel was capable of inflicting mental anguish and harm against Plaintiff based on the allegations and complaints of misconduct and discrimination lodged against Defendant Angel prior to his selection as the Associate Director of Team Metro.

67. Even after Defendant Angel was selected for this position and Defendant Salmon was selected to serve as the Sales Manager for Team Metro, Defendant VZW knew or should have known by the exercise of diligence and reasonable care that Defendants Angel and Salmon were capable of inflicting mental anguish and harm against Plaintiff based on his and other members of Team Metro's numerous complaints to Janet Imwald, the Caucasian Director of B2B sales, and to human resources personnel, regarding the hostile and abusive treatment they were being subjected to on a daily basis.

68. Defendant VZW failed to use proper care in selecting, supervising and/or retaining Defendants Angel and Salmon, and its breach of this duty, was the proximate cause of the Plaintiff's severe mental anguish and distress. Rather than terminate, discipline, retrain or reassign Defendants Angel and Salmon, Defendant VZW kept them employed without any repercussions, and in fact, continued to promote them even after receiving numerous complaints about their abusive behavior towards their subordinates.

69. As a direct and proximate result of the aforesaid tortious conduct, Plaintiff has suffered and will continue to suffer severe emotional distress.

WHEREFORE, Plaintiff seeks economic, compensatory damages jointly and severally, plus interest, costs, attorney's fees, and such other and further equitable relief as this Honorable Court may deem appropriate.

Defendants' conduct was motivated by maliciousness, spite, ill will, vengeance, and a deliberate intent to harm Plaintiff. Accordingly, Plaintiff is entitled to and demands punitive damages.

**COUNT IV:
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
AGAINST DEFENDANTS ANGEL AND SALMON**

70. Plaintiff hereby incorporates by reference each of the foregoing allegations as if stated fully herein.

71. The conduct alleged herein, including accusing Plaintiff of fraud, preventing him from receiving compensation for commissions on sales that he is owed, the daily verbal abuse and threats of termination, moving his desk away from his teammates and discouraging them from interacting with him, screaming at Plaintiff in the office and while he was meeting with clients, telling employees that he was "high" on drugs while he was at work, lying about his whereabouts and activities, giving his accounts to his white counterparts, forcing him to drive to the office on a regular basis to check in and/or for last minute meetings, failing to recognize his accomplishments, denying him training in VZW's products, denying him bonuses and commissions owed to him, purposefully sabotaging his sales and relationships with his existing and potential clients, informing his co-workers that he was committing fraud by filing a false claim for FMLA leave, blocking of his efforts to get promoted to other positions and/or transferred out of Team Metro and failing to act on his complaints of discrimination and

hostile work environment, was perpetrated by Defendants Angel and Salmon and these Defendants are responsible for all of these acts committed against Plaintiff.

72. Defendants conduct was intentional, reckless and/or in deliberate disregard of the high degree of probability that emotional distress would result to Plaintiff.

73. Defendants' motive in conducting this intentional and tortious conduct was to force Plaintiff to resign his position and/or to cause him serious emotional distress and harm to his professional reputation.

74. As a direct and proximate result of the aforesaid tortious conduct and actions, Plaintiff has suffered and will continue to suffer severe emotional distress.

WHEREFORE, Plaintiff seeks economic and compensatory damages jointly and severally, plus interest, costs, attorney's fees, and such other and further equitable relief as this Honorable Court may deem appropriate.

Defendants' conduct was motivated by maliciousness, spite, ill will, vengeance, and a deliberate intent to harm Plaintiff. Accordingly, Plaintiff is entitled to and demands punitive damages.

**COUNT V:
TORTIOUS INTERFERENCE WITH PROSPECTIVE ADVANTAGE
AGAINST ALL DEFENDANTS**

75. Plaintiff hereby incorporates by reference each of the foregoing allegations as if stated fully herein.

76. Plaintiff and Defendants were in a contractual relationship whereby Plaintiff served as an Account Executive in the B2B group of VZW. In this capacity, Plaintiff was charged with selling VZW's products and services to new and existing clients. Plaintiff's compensation was commission based, therefore, his ability to earn a salary was directly tied to his ability to maintain business relationships with his existing customers and initiate new business relationships with prospective customers.

77. As discussed above, Defendants' engaged in tortious conduct including, *inter alia*, assigning his accounts to his co-workers, preventing him from selling to companies that were within his assigned territory, showing up at Plaintiff's client appointments for the purposes of disrupting his sales, defaming him in front of his clients by making him appear that he was disreputable and dishonest and purposefully denying Plaintiff's requests to utilize the POS system to efficiently process his sales to his customers.

78. Defendants' conduct was intentionally designed to interfere with Plaintiff's existing and expectant business relationships.

79. As a result of Defendants' conduct, Mr. Warner suffered damages in the form of loss of income and benefits, and extreme emotional pain and suffering.

WHEREFORE, Plaintiff seeks economic and compensatory damages jointly and severally, plus interest, costs, attorney's fees, and such other and further equitable relief as this Honorable Court may deem appropriate.

Defendants' conduct was motivated by maliciousness, spite, ill will, vengeance, and a deliberate intent to harm Plaintiff. Accordingly, Plaintiff is entitled to and demands punitive damages.

**COUNT VI:
RETALIATION IN VIOLATION OF THE
FAMILY AND MEDICAL LEAVE ACT
AGAINST ALL DEFENDANTS**

80. Plaintiff hereby incorporates by reference each of the foregoing allegations as if stated fully herein.

81. Mr. Warner was an employee of Defendant VZW and this Defendant is a covered employer as defined under the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, *et seq.*, as amended. Mr. Warner was, at all times relevant to this Complaint, eligible for under the FMLA. In fact, up until his termination, he applied and utilized leave under the Act.

82. Defendants Salmon and Angel were Mr. Warners's supervisors and are agents of Defendant VZW. At all times relevant to this Complaint, Defendants Salmon and Angel acted in the interests of their employer in unlawfully retaliating against Plaintiff for utilizing FMLA leave.

83. Defendants unlawfully retaliated against Plaintiff by, *inter alia*, disciplining him, placing him on leave without pay and terminating him for exercising his rights under the Act.

WHEREFORE, Plaintiff seeks economic, compensatory and liquidated damages, jointly and severally, plus interest, costs, attorney's fees, reinstatement to the position that Plaintiff would have held in the absence of the unlawful firing (with back pay, all related benefits and appropriate salary increases) and such other and further equitable relief as this Honorable Court may deem appropriate.

Jury Demand

Plaintiff demands a TRIAL BY JURY.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and punitive damages as demanded above as well as all costs and reasonable attorney's fees as permitted by law and such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

Sundeep Hora (MD Bar. No. 28208)
ALDERMAN, DEVORSETZ & HORA PLLC
1025 Connecticut Ave., NW
Suite 615
Washington, D.C. 20036
Tel. 202.969.8220
Fax 202.969.8224
E-mail: shora@adhlawfirm.com

COUNSEL FOR PLAINTIFF