

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

CHYNA J. MITCHELL	:	
	:	
Plaintiff,	:	Case No.: 2:18-cv-747
	:	
v.	:	JUDGE
	:	
THE COLUMBUS URBAN LEAGUE,	:	Magistrate Judge
	:	
and	:	
	:	
STEPHANIE HIGHTOWER	:	
	:	
Defendants.	:	

COMPLAINT

Preliminary Statement

1. This action arises out of Defendants The Columbus Urban League’s and its President and Chief Executive Officer Stephanie Hightower’s workplace discrimination against Plaintiff Chyna Mitchell based on Plaintiff’s sex, specifically Plaintiff’s sexual orientation, and retaliation against Plaintiff for engaging in protected activity. Defendants’ sex-based discrimination and retaliation against Plaintiff violate Title VII of the 1964 Civil Rights Act, Title 42 U.S.C. § 2000e, *et seq.* and Ohio Revised Code §§ 4112, *et seq.*

Prerequisites

2. Plaintiff has met statutory prerequisites for filing suit. She filed a timely charge with the U.S. Equal Employment Opportunity Commission (EEOC). The EEOC terminated its investigation prior to reaching a determination on the merits of Plaintiff’s Charge of Discrimination because the investigation had not concluded within 180 days. This case is being

filed within ninety (90) days of Plaintiff's receipt of the Notice of Right to Sue letter, attached hereto as Exhibit A.

Jurisdiction

3. This Court has jurisdiction pursuant to 42 U.S.C. § 2000e-5(f) and 28 U.S.C. § 1331 to enforce rights guaranteed by Title VII of the 1964 Civil Rights Act (42 U.S.C. § 2000e). This Court also has supplemental jurisdiction to hear state law claims under 28 U.S.C. § 1367.

Parties

4. Plaintiff, Chyna Mitchell (Mitchell), is female and resides in Columbus, Franklin County, Ohio.

5. Defendant The Columbus Urban League (CUL) is a Domestic Nonprofit Corporation registered to do business in Ohio. CUL's principal place of business is located at 788 Mount Vernon Avenue, Columbus, Ohio 43203.

6. Defendant Stephanie Hightower (Hightower) is the President and Chief Executive Officer (President/CEO) for Defendant CUL. At all times relevant to this Complaint, Defendant CUL employed Defendant Hightower in the capacity of President/CEO and Defendant Hightower served as Plaintiff's immediate supervisor. Defendant Hightower is being sued in her individual and official capacities.

Facts

7. Plaintiff Mitchell chooses not to self-identify under any particular label or category relating to her sexual orientation.

8. At all times relevant to this Complaint, Defendant CUL employed Plaintiff Mitchell in the capacity of Associate Vice President, Strategic Projects & Investor Relations

(Associate VP). In this role, Plaintiff reported directly to Defendant CUL's President/CEO, Defendant Hightower.

9. Ms. Mitchell began her employment with Defendant CUL in October 2014 as a part-time employee. In less than three years, Defendant Hightower promoted Plaintiff up through Defendant CUL's ranks, eventually promoting Plaintiff to the position of Associate Vice President, Strategic Projects & Investor Relations in January 2017.

10. On or about March 20, 2017, Plaintiff Mitchell began a long-term, consensual, romantic relationship with Joselyn Parker, a female.

11. On or about February 17, 2017, Defendant Hightower, without prompting or provocation from Plaintiff Mitchell, stated to Plaintiff Mitchell that she "didn't know Joselyn [Parker] was gay until she told me at the airport that she was going to see a female. I assumed, but I didn't know." Plaintiff Mitchell responded to Defendant Hightower's declaration regarding Ms. Parker with, "oh."

12. Defendant CUL employed Ms. Parker as its Director of Education and Youth Services (EYS Director). Defendant CUL hired Ms. Parker into this position in January 2017.

13. Plaintiff Mitchell held the EYS Director position immediately prior to Defendants hiring Ms. Parker for it.

14. Plaintiff Mitchell and Ms. Parker had no relationship with each other, did not know each other, were complete strangers to one another, prior to Ms. Parker applying for, interviewing for, and subsequently being hired by Defendants for the EYS Director vacancy created when Defendants promoted Plaintiff Mitchell from that position to Associate VP in January 2017.

15. Approximately four (4) weeks after Ms. Parker began working for Defendant CUL, she and Plaintiff Mitchell struck up what was at first a platonic friendship, which eventually led to a few casual dates, and ultimately to the two concluding they had developed romantic feelings for one another and their decision to “officially” start dating. Plaintiff Mitchell’s and Ms. Parker’s decision to disclose their relationship to Defendants CUL and Hightower was based, in part, on the fact that they had on more than one occasion bumped into CUL coworkers while they were out in public together during nonbusiness hours. They decided to disclose their relationship to Defendants CUL and Hightower, not because they had an obligation to under Defendants’ policies, but because they had nothing to hide, were proud to be seen with one another, and wanted to blunt the inevitable gossip and rumor mill that would undoubtedly start churning throughout Defendant CUL’s office.

16. According to the May 10, 2017 revision of Defendant CUL’s Master Organizational Chart, Ms. Parker, in her capacity of EYS Director, did not report directly or indirectly to Plaintiff Mitchell in her role as Associate VP; neither Ms. Parker nor Plaintiff Mitchell worked in the line of authority of the other.

17. At no time did Plaintiff Mitchell have any direct, indirect, or any other form of management, supervisory, reporting, superior/subordinate line of authority over Ms. Parker.

18. At all times relevant to this Complaint, Defendant CUL maintained a written policy regarding relationships in the workplace.

19. Defendant CUL’s Relationships in the Workplace Policy states in relevant part: “Dating relationships are also covered under this Policy. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual ‘romantic’

or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.”

20. Defendant CUL’s Relationships in the Workplace Policy details relevant proscribed conduct: “Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. Columbus Urban League also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.”

21. Defendant CUL’s Relationships in the Workplace Policy also states: “If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position.”

22. Defendant CUL’s Relationships in the Workplace Policy further states: “In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.”

23. At no time did the workplace dating relationship between Plaintiff Mitchell and Ms. Parker create a conflict of interests, potential conflict of interests, or an appearance of conflict of interests.

24. At no time did Plaintiff Mitchell engage in public workplace displays of affection or excessive personal conversation with Ms. Parker.

25. Under Defendant CUL's Relationships in the Workplace Policy, Plaintiff Mitchell had no obligation or requirement to disclose, to Defendants CUL and Hightower, her relationship with Ms. Parker.

26. At the time Plaintiff Mitchell and Ms. Parker began their relationship, Defendant CUL employed at least one couple actively engaged in an opposite-sex dating relationship.

27. Under available information and belief, at no time did Defendant CUL or Defendant Hightower require the couple to formally disclose their relationship, meet with Defendants' legal counsel and then adhere to a list of expectations provided by Defendants' legal counsel, nor did Defendants place any restrictions whatsoever on the couple's workplace interactions with one another.

28. Prior to Plaintiff Mitchell and Ms. Parker beginning their relationship, Defendant CUL employed no less than three (3) couples (six individuals) who had, at some point in their employment, engaged in opposite-sex workplace dating relationships.

29. One of those relationships consisted of a member of Defendant CUL's Executive Team who was dating a part-time employee who was in her direct line of authority and whom she directly supervised regarding an active CUL program. The Executive Team member also continued to actively participate in management-level discussions related to the duties and responsibilities of the subordinate whom she was dating. A prohibition against signing any

documentation for her partner, such as checks or timesheets, is the lone restriction Defendant Hightower imposed on this Executive Team member's workplace dating relationship.

30. Under available information and belief, at no time did Defendant CUL or Defendant Hightower require any of these three opposite-sex couples to formally disclose their relationship, meet with Defendants' legal counsel and then adhere to a list of expectations provided by Defendants' legal counsel, nor did Defendants place any broad restrictions on the couples' workplace interactions with one another.

31. At no time relevant to this Complaint did Defendants admonish, reprimand, or otherwise take any adverse employment actions against any individual in its employ based on that individual's engagement in an opposite-sex workplace dating relationship.

32. On or about May 1, 2017, Plaintiff Mitchell and Ms. Parker had a meeting with Defendants' Human Resources (HR) Director, Chereese Boyd.

33. Despite having no lawful, policy-driven obligation, nor requirement to do so, Plaintiff Mitchell and Ms. Parker requested the meeting with HR Director Boyd to disclose to her their dating relationship and to confirm with her that they were in full and complete compliance with Defendants' Relationships in the Workplace policy.

34. Defendants' HR Director Boyd initially and only responded "aww" to Plaintiff Mitchell's and Ms. Parker's disclosure.

35. During their May 1, 2017 meeting with HR Director Boyd, Ms. Boyd unequivocally confirmed to Plaintiff Mitchell and Ms. Parker that under Defendants' Relationships in the Workplace policy, they indeed had no obligation or requirement to disclose their dating relationship.

36. During that same May 1, 2017 meeting, to further reassure Plaintiff Mitchell and Ms. Parker that they were in complete and full compliance with Defendants' Relationships in the Workplace policy, HR Director Boyd, on her own volition, opened an electronic copy of Defendants' Employee Handbook on her computer and read aloud, verbatim, from the Relationships in the Workplace Policy section, each of the specific provisions relating to dating relationships and again assured Plaintiff Mitchell and Ms. Parker that their relationship did not violate Defendants' policy.

37. HR Director Boyd then suggested to Plaintiff Mitchell and Ms. Parker: "if you're still concerned, you guys can go ahead and tell Ms. Hightower, but you don't have to."

38. On that same day, May 1, 2017, immediately after their meeting, Plaintiff Mitchell, Ms. Parker, and HR Director Boyd walked out of HR Director Boyd's office and encountered Defendant Hightower about to leave the office for the day. Ms. Parker called out to Defendant Hightower to get her attention and in that moment, Ms. Parker said to Defendant Hightower, "I just wanted to let you know that Chyna and I are dating and that we talked to Chereese [Boyd] to ensure we were not in violation of any policies."

39. On Monday, May 1, 2017 Defendant Hightower responded to Plaintiff Mitchell's and Ms. Parker's disclosure of their dating relationship by stating to them: "Ya'll thought ya'll were hiding something? I already fucking knew! I don't care who you are sleeping with as long as it doesn't interfere with work."

40. Defendant Hightower was out of the office between Tuesday, May 2, 2017 and Thursday, May 4, 2017.

41. On Friday May 5, 2017, after Defendant Hightower returned to the office, Plaintiff Mitchell noticed a previously unknown and unscheduled meeting had been added to her electronic scheduling calendar. The meeting had a subject heading of “HR.”

42. Before Plaintiff Mitchell could inquire about the unscheduled “HR” meeting, it was removed from her calendar and shortly thereafter Defendant Hightower contacted Plaintiff and requested Plaintiff ride with her to an event Defendant Hightower had to attend on behalf of Defendant CUL. Plaintiff Mitchell was not previously scheduled to attend the event and had not intended to attend.

43. During this May 5, 2017 car ride, Defendant Hightower stated to Plaintiff Mitchell that she was “disappointed” with Plaintiff Mitchell “for putting the agency at risk” by engaging in a dating relationship with Ms. Parker.

44. Defendant Hightower stated to Plaintiff Mitchell during the May 5, 2017 car ride that she “had thought about it [Plaintiff Mitchell’s and Ms. Parker’s dating relationship]” and spoke with Defendant CUL’s legal counsel, Christina Corl, and had reached the conclusion that Plaintiff Mitchell’s and Ms. Parker’s dating relationship created a conflict of interest because of Plaintiff Mitchell’s position as Associate VP and member of Defendants’ Executive Team.

45. During the May 5, 2017 car ride Defendant Hightower warned Plaintiff Mitchell that she would be required to meet with Defendants’ legal counsel, Ms. Corl, regarding “guidance” on her dating relationship with Ms. Parker.

46. Plaintiff Mitchell responded to Defendant Hightower that the statements Defendant Hightower was making did not align with what Defendants’ Relationships in the Workplace policy stated, and significantly, Defendant Hightower’s statements did not align with

what Defendants' HR Director Cherese Boyd had relayed to her and Ms. Parker four (4) days earlier.

47. Defendant Hightower tersely responded, "Well, Boyd was wrong!"

48. On or about May 9, 2017, Defendant CUL and Defendant Hightower required Plaintiff Mitchell to attend a meeting with Defendants' Legal Counsel Corl.

49. During this meeting Ms. Corl informed Plaintiff Mitchell, regarding her dating relationship with Ms. Parker, that, to avoid an appearance of a conflict of interests to the other staff members, Defendant CUL and Defendant Hightower were requiring Plaintiff Mitchell to "limit" her conversations with Ms. Parker and the EYS Department and to not have "excessive" contact. Ms. Corl also advised Plaintiff Mitchell and Ms. Parker that Plaintiff Mitchell was not to be involved in any decision-making related to the EYS Department.

50. In the May 9, 2017 meeting, Defendants' Legal Counsel Corl stressed to Plaintiff Mitchell that she was not in any trouble, that people dated in the workplace all the time, and that this was not the first time a dating relationship occurred within CUL – nor was this the first time she had this conversation with a dating CUL couple.

51. At no time during Plaintiff Mitchell's May 9, 2017 meeting did Defendants' Legal Counsel Corl direct Plaintiff Mitchell to have zero contact or zero conversations with Ms. Parker.

52. At no time during Plaintiff Mitchell's May 9, 2017 meeting did Defendants' Legal Counsel Corl define, explain, or otherwise provide parameters for the term "excessive" or the term "limit."

53. At no time did Defendant CUL or Defendant Hightower ever require any of the four (4) opposite-sex couples in its employ – including an Executive Team member who was in a

dating relationship with an employee in her direct line of authority – to adhere to similar conditions, restrictions, or parameters on their workplace dating interactions with their partners.

54. Under available information and belief, Defendant CUL and Defendant Hightower at no time required any opposite-sex couples involved in a workplace dating relationship within CUL to meet with Defendants' legal counsel for "guidance" on their relationship.

55. On or about May 18, 2017, Plaintiff Mitchell requested Defendant Hightower provide clarification regarding Legal Counsel Corl's directive prohibiting Ms. Mitchell from any involvement with Ms. Parker's EYS Director duties and responsibilities.

56. Specifically, Plaintiff Mitchell asked Defendant Hightower whether Defendant CUL's restrictions on her relationship with Ms. Parker, delineated by Ms. Corl during the May 9, 2017 meeting, extended to activities, held during non-business hours, but located at Defendant CUL's facility.

57. Ms. Parker needed volunteers for a weekend CUL programming event and Plaintiff Mitchell was unsure if she was permitted to volunteer, and thus, sought clarification from Defendant Hightower on the issue. Plaintiff Mitchell initially posed the question to HR Director Cheresse Boyd, but Boyd directed her to seek clarification of expectations from her immediate supervisor, Defendant President/CEO Hightower.

58. Plaintiff Mitchell's confusion stemmed from CUL Legal Counsel Corl's statement during the May 9, 2017 meeting with Plaintiff Mitchell, that Defendant CUL could not dictate whom employees dated or what activities they participated in outside of work; since these volunteer hours would be performed during non-business hours, on a weekend, but at CUL's

building, Plaintiff Mitchell wanted to be certain volunteering would not violate the imposed restrictions.

59. Defendant Hightower ordered Plaintiff Mitchell not to volunteer for Ms. Parker's event. Plaintiff Mitchell complied and did not volunteer for Ms. Parker's event.

60. Defendant Hightower proceeded to berate Plaintiff Mitchell for even asking for clarification about the imposed restrictions, insisting Plaintiff Mitchell failed to "understand how serious this is;" that she "could be fired anywhere else;" and that she "couldn't believe [Plaintiff Mitchell] sat in Executive Team conversations and did not disclose her dating relationship with" Ms. Parker.

61. On or about May 23, 2017 Defendant CUL and Defendant Hightower issued Plaintiff Mitchell a formal written reprimand, identified by Defendants as an Employee Counseling Form (ECF), and suspended Plaintiff Mitchell for three (3) days, without pay.

62. Defendant Hightower identified insubordination and violation of company policy as the reasons for Plaintiff Mitchell receiving the written disciplinary action. Defendants also indicated on the ECF that Defendants had held a previous discussion with Plaintiff Mitchell on May 11, 2017.

63. Neither Defendant CUL, Defendant Hightower, nor their representatives had a discussion with Plaintiff Mitchell on May 11, 2017 regarding any alleged infractions documented on the ECF. The only meeting held between Plaintiff Mitchell and Defendants and their representatives related to workplace conduct took place on May 9, 2017.

64. The grounds set forth by Defendant CUL and Defendant Hightower in the ECF as the basis for Plaintiff Mitchell's 3-day suspension without pay included allegations that she violated Defendants' Relationships in the Workplace and Anti-Nepotism Policies because

Plaintiff Mitchell “is on the Executive Team, and had input into employment and department decisions regarding Ms. Parker and the Education and Youth Services department;” Plaintiff Mitchell was told “how CUL is interpreting the Relationships in the Workplace and Anti-Nepotism policies;” Plaintiff was told “there was to be no decision making or interaction on her part to the Education department (Director or staff); no interacting with Joselyn [Parker] at work (no fraternizing, not to be in the Education dept.)”

65. Defendant CUL and Defendant Hightower further alleged in the ECF that following the meeting, Ms. Parker was witnessed in Ms. Mitchell’s office several times: on May 16, 2017, Ms. Parker was seated in Plaintiff Mitchell’s office for at least five (5) minutes; on May 19, 2017, at 4:02PM, Ms. Parker was witnessed going into Plaintiff Mitchell’s office and the door was then closed, length of visit unknown; and on May 22, 2017, at 4:10PM, Ms. Parker was seen in Plaintiff Mitchell’s office.

66. Defendant CUL and Defendant Hightower also included as grounds for Plaintiff Mitchell’s 3-day suspension without pay the fact that “[a]lthough the request was denied, Ms. Mitchell has also asked to work/volunteer with the Education staff to help the Summer Youth program, when she has been directed to not interact with the department.”

67. Defendant CUL and Defendant Hightower also included, in writing on the ECF, that “[a]t least one person has come forward saying that the atmosphere within their work environment has become extremely uncomfortable since the start of Ms. Parker’s and Ms. Mitchell’s personal relationship as they were put in the middle of the situation (knowing about the relationship and knowing that management was unaware).”

68. Defendant Hightower removed from Plaintiff Mitchell duties and responsibilities identified under Defendant CUL’s posted job description for Associate VP, including “no longer

be[ing] responsible for managing the Administrative Assistant to the Executive Office, or the Front Desk Coordinator positions.”

69. Defendant Hightower imposed an employment condition on Plaintiff Mitchell that had not previously existed as a requirement for her role as Associate VP – Plaintiff Mitchell was “expected to be at work no later than 8:30AM, going forward.”

70. Defendant Hightower ordered Plaintiff Mitchell “to have no interaction with Ms. Parker at the workplace, or direct decision making over the Education & Youth Services department. Unless given other directive(s) by, and under the supervision of, Executive Management.”

71. Plaintiff Mitchell served her 3-day suspension, without pay, May 24, 2017 through May 26, 2017.

72. The emotional stress and upheaval thrust into Plaintiff Mitchell’s life in the brief three-week span from May 1, 2017 to May 23, 2017 – her plunging from a highly trusted, highly respected, integral position in Defendant CUL’s operations, to the depths of suffering through a 3-day unpaid suspension – solely because she shared with her boss that she was in an office romance, not at all unlike the several other office relationships that had barely batted an eye, sapped Ms. Mitchell’s physical and mental health.

73. While serving her suspension, Plaintiff Mitchell became ill and saw a medical care provider. Her physician concluded, that because of the tremendous amount of workplace induced stress and anxiety Plaintiff Mitchell was experiencing, it was best Plaintiff begin a regimen of anxiety and depression medication, conditions for which Plaintiff had not previously required medication.

74. Plaintiff also visited a mental health care provider. Plaintiff explained that she needed a break from work and requested time off under the Family and Medical Leave Act (FMLA). Plaintiff's counselor agreed, submitted a FMLA request to Defendants, which they granted, and had medical leave scheduled from June 5, 2017 through July 5, 2017.

75. Plaintiff Mitchell also decided to appeal her suspension. On or about June 13, 2017, Plaintiff submitted to Defendants a notice stating her desire to appeal the disciplinary actions taken against her by Defendant Hightower, as detailed in the ECF, and explained why she believed she had been improperly suspended. Plaintiff formally challenged Defendants' stated grounds for her suspension, requested the suspension and all associated records of it be permanently removed from her employee file, and that Defendants pay her the wages they had denied her.

76. Significantly, Plaintiff Mitchell unequivocally states in her June 13, 2017 Appeal Notice: "[i]t is evident that I am experiencing discrimination based on my sexual orientation."

77. Plaintiff requested, and Defendants agreed, to have a third-party review of Ms. Mitchell's appeal and supporting evidence.

78. During the third-party investigator's review of Plaintiff's appeal information, Plaintiff Mitchell learned for the first time that Defendants had accused Ms. Parker of inappropriately sharing a photograph with CUL staff.

79. Plaintiff Mitchell had no knowledge of any instances where Ms. Parker improperly showed, shared, or otherwise disseminated any photographs to anyone affiliated in any manner with Defendant CUL.

80. The only photograph Plaintiff Mitchell had any knowledge of that had come to the attention of any CUL employees or staff was a photograph Ms. Parker had posted on social

media. Plaintiff Mitchell understood that a CUL employee had, on her own volition, searched Ms. Parker's social media, discovered the photo, and then disseminated it to other CUL employees. The photograph in question, that Defendant Hightower later insinuated should not have been posted on social media, depicted Plaintiff Mitchell and Ms. Parker, seated next to one another at a basketball game, in a public arena, packed with hundreds of other people. Ms. Parker posted the photo to her social media on May 3, 2017, two (2) days after Plaintiff Mitchell and Ms. Parker disclosed their relationship to Defendants.

81. Without explanation or elaboration, Defendants' Legal Counsel Corl, informed Plaintiff Mitchell of the third-party reviewer's conclusion that Plaintiff's suspension was justified, and Defendants sustained Plaintiff's suspension.

82. On or about June 28, 2017, approximately eight (8) days before Plaintiff's scheduled return to work from her FMLA leave, Defendants' Legal Counsel Corl, contacted Plaintiff Mitchell through her attorney and suggested Plaintiff Mitchell consider terminating her employment with Defendant CUL by means of a negotiated severance agreement rather than return to work for Defendants.

83. Because the July 4th Holiday was approaching, and the parties would likely be unable to reach an agreement on a severance package before Plaintiff's scheduled return to work from FMLA leave, Defendants' Legal Counsel Corl suggested Plaintiff Mitchell contact her medical care provider and request an extension of her FMLA leave to provide sufficient time for discussions regarding a potential severance deal.

84. Plaintiff Mitchell followed Ms. Corl's suggestion and contacted her medical provider, who in turn wrote Plaintiff Mitchell off work for an additional two (2) weeks of FMLA leave.

85. Defendants and Plaintiff Mitchell did not reach an agreement on a severance package for Ms. Mitchell prior to the expiration of her extended FMLA leave, and Plaintiff returned to work on July 21, 2017.

86. Plaintiff Mitchell learned upon her return to Defendant CUL's building that Defendant Hightower had stripped her of every substantive duty and responsibility she previously had in her capacity as Associate VP and had also restricted Plaintiff Mitchell's ability to gain physical entry into the facility to only the single public entrance used by visitors during regular operating hours.

87. Plaintiff Mitchell began asking everyone for an explanation of the dramatic change in duties and responsibilities.

88. Defendant CUL's Vice President Brandy N. Avery responded to Plaintiff Mitchell that during Plaintiff's medical leave Defendants discovered Plaintiff Mitchell had "dropped the ball" while working in her capacity as Associate VP and Plaintiff Mitchell's performance had "slacked off".

89. Prior to Plaintiff Mitchell's May 23, 2017 suspension, in her three-year tenure with Defendant CUL, Defendant CUL and Defendant Hightower had never issued Plaintiff any disciplinary actions, for any reason whatsoever.

90. A comparison of Plaintiff Mitchell's working conditions before and after her 3-day suspension and FMLA leave reveals:

Before Suspension/FMLA Leave	After Suspension/FMLA Leave
Reporting schedule (Arrival & Departure times) flexible as a salaried employee	Strict 8:30AM–5:00PM schedule as a salaried employee
Lunch time flexible	Restricted to a 30min lunch; to be taken only at 12:00PM or 12:30PM
Work Laptop	No Work Laptop

Work Cell	No Work Cell
Master key	No Master key
Stand-alone individual office within the President's Office Suite w/ executive chair & dual monitors	Cubicle in the Education Department next to HR w/ broken chair & single monitor
24HR Badge Access to the building	Building access limited to 8:15AM – 5:30PM; all other times require supervisor granted permission to enter the building
Building code	No building code
Company Credit Card	No Company Credit Card; must ask supervisor if needed
Unrestricted access to President's Office and Finance Office	No access to President's Office and Finance Office; supervisor permission required for access
Choice of entry door to enter building	Building entry restricted to main front entrance only
Access to President's Drive, F-Drive, & predecessors' drive for document retrieval	No access to any drive other than the blank form drive and personal drive
Saved work documents on personal drive	Personal drive cleared of all items
Not required to clock in or out at start and end of shift	Required to clock in and out at start and end of shift; also required to email supervisor at start and end of breaks
Business cards	Business cards were not returned with personal items
Access to utilize safe	No access to utilize safe
Attended weekly Executive Leadership Meetings	Barred from attending weekly Executive Leadership Meetings
Attended biweekly leadership meetings	Barred from attending biweekly leadership meetings
Attended Board of Directors Executive Committee Meeting, Finance Committee Meeting, and Marketing Development Committee Meeting	Attend these meetings only as requested
Scheduled to attend 2017 National Urban League Conference in St. Louis	Barred from attending National Urban League Conference in St. Louis
Access to view calendars of employees in leadership	Restricted from all calendar access other than personal calendar
Access to President Hightower's and predecessors' email to perform duties	No access to search email boxes to perform duties
Associate Vice President Duties and Responsibilities	
Worked independently on multiple high level projects simultaneously for President's office	Clerical project-based work; Assigned by supervisor on a limited basis
Represented President/CEO in external and internal communications	Restricted to internal communication; no external communication allowed unless assigned

Served as Columbus Urban League Youth Program liaison	Columbus Urban League Youth Program liaison duties reassigned
Served as CUL liaison for Board Chair of Marketing Committee	CUL liaison duties for Board Chair of Marketing Committee reassigned
Served as the primary point of contact for National Urban League Conference 2018 planning	Reassigned to assist only, in some capacity, as point of contact for National Urban League Conference 2018 planning
Served as the primary point of contact for Centennial celebration planning	Reassigned to assist only, in some capacity, as point of contact for Centennial celebration planning
Reported directly to President & CEO	Report directly to Vice President
Responsible for oversight and orchestration Of President's office	Responsibilities for oversight and orchestration of President's office removed
Served as the link between the President's Office and departments within CUL	Excluded from conversations related to Programming within CUL departments
Negotiated contracts and maintained vendor relationships	Barred from having contact with external partners
Ability to utilize Executive Administrator For administrative work	Required to prepare/create purchase requisitions and consistently assigned administrative duties
Responsible for tracking President/CEO time and submitting for processing	Responsibilities for tracking President/CEO time and submitting for processing removed
Other Associate Vice President Duties Performed	
No specific reporting time	Required to report at 8:30 AM
Supervised Executive Administrator and Front Desk Coordinator	Supervisory duties removed
Responsible for facilities management	Facilities management responsibilities removed

91. After a meteoric ascent to a highly respected position in Defendant CUL's organization, post suspension and FMLA leave, Defendant Hightower required Plaintiff Mitchell ask an office assistant to provide her with a pad and a writing instrument.

92. At some time prior to Plaintiff Mitchell's return to work, Defendant CUL's employees received instructions to avoid contact, conversations, or virtually any interactions with Plaintiff Mitchell. At least one CUL employee received an informal disciplinary action for simply talking to Plaintiff.

93. On or about July 28, 2017, Plaintiff Mitchell requested an explanation from Defendants for her dramatic reduction in duties and responsibilities and for her severely curtailed physical access to the facility.

94. Defendant CUL and Defendant Hightower failed to respond to Plaintiff's July 28, 2017 request for specific answers regarding the sudden and drastic reduction of her Associate VP duties and responsibilities.

95. On or about August 18, 2017, less than one month after Plaintiff Mitchell had returned to work from her suspension and medical leave, Defendant Hightower terminated Plaintiff Mitchell's employment with Defendant CUL.

96. Defendants' Legal Counsel Corl informed Plaintiff Mitchell of her termination of employment from Defendant CUL. Plaintiff Mitchell asked Ms. Corl for the grounds of termination, to which Ms. Corl replied: "Let's just leave it at performance."

97. Defendant CUL and Defendant Hightower subsequently identified as the grounds for terminating Plaintiff Mitchell: she failed to timely submit grant applications, the deadlines for which occurred while she was severing her suspension and on medical leave; she improperly forwarded a work email to her personal email address, which occurred as a result of Defendant Hightower confiscating Plaintiff's laptop and locking her out of access to all data drives – the information emailed was publicly available; Plaintiff Mitchell was responsible for intentionally hoarding valuable CUL documents that had allegedly been missing for months, which were discovered in the desk Plaintiff occupied before Defendants relocated her work station, without her knowledge or assistance, to a cubicle; Plaintiff failed to copy Defendant Hightower on an email to Defendant CUL's Board of Directors; and finally because Plaintiff – after Defendants

stripped her of every single duty and responsibility she performed in her capacity as Associate VP – asked to leave work early because she had no work to do.

98. On that same day, August 18, 2017, Plaintiff Mitchell ended the negotiations seeking to reach a mutually agreed upon separation of employment from Defendant CUL, that Defendant CUL had initiated with her – while she was still on medical leave, by rejecting Defendant CUL’s offered severance deal.

99. Defendant CUL’s and Defendant Hightower’s conduct as alleged above caused Plaintiff Mitchell emotional distress, mental anguish, loss of wages, loss of professional opportunity, financial hardship, and injury to her reputation in the arena of nonprofit organizations.

100. Defendant Hightower suspended Plaintiff Mitchell without pay because of her sex.

101. Defendant CUL and Defendant Hightower suspended Plaintiff Mitchell without pay based on sex stereotyping and Plaintiff’s gender non-conforming behavior.

102. Defendant CUL and Defendant Hightower retaliated against Plaintiff Mitchell for formally complaining to Defendant CUL that Defendant CUL and Defendant Hightower discriminated against her based on her sexual orientation.

103. Defendant Hightower terminated Plaintiff Mitchell because of her sex.

104. Defendant CUL and Defendant Hightower terminated Plaintiff Mitchell based on sex stereotyping and Plaintiff’s gender non-conforming behavior.

105. Defendant CUL and Defendant Hightower treated Plaintiff Mitchell’s and Ms. Parker’s workplace dating relationship differently than Defendants treated the workplace dating relationships of other similarly situated opposite-sex employees.

CLAIMS FOR RELIEF

First Claim for Relief

Title VII – Employment Discrimination Based on Sex; O.R.C. § 4112.02(A)

106. Plaintiff repeats, reasserts, and incorporates herein each and every allegation included above in paragraphs 1 through 105 as if rewritten here in their entirety.

107. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 106 constitutes discrimination in employment based upon sex and violates Title VII's and the State of Ohio's prohibition on employment discrimination based on sex as contemplated under 42 U.S.C. § 2000e, 42 U.S.C. § 1981, and Ohio Revised Code § 4112.02(A) and § 4112.99.

108. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 107 was intentional, willful, wanton, and malicious.

Second Claim for Relief

Title VII – Retaliation; O.R.C. § 4112.02(I)

109. Plaintiff repeats, reasserts, and incorporates herein each and every allegation included above in paragraphs 1 through 108 as if rewritten here in their entirety.

110. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 109 violates Title VII's and the State of Ohio's prohibition against retaliation as contemplated under 42 U.S.C. § 2000e, Ohio Revised Code § 4112.02(I), and § 4112.99 as these statutes relate to federal and state prohibitions against retaliating against an employee for engaging in statutorily protected conduct.

111. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 110 was intentional, willful, wanton, and malicious.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court:

- A. Declare that Defendants have violated her rights under federal and Ohio law;
- B. Order such equitable relief as will make Plaintiff whole for Defendants' unlawful conduct;
- C. Award Plaintiff backpay, compensatory damages, and pre and post-judgement interest;
- D. Award punitive damages;
- E. Award attorneys' fees and costs;
- F. Grant any other relief this Court deems appropriate under the law.

Respectfully submitted,

/s/C. Raphael Davis-Williams
C. Raphael Davis-Williams (0087003)
SPATER & DAVIS-WILLIAMS, LLC
1188 South High Street
Columbus, Ohio 43206-3413
Phone: (614) 222-4734
Fax: (614) 222-4738
Email: rdw@spaterlaw.com

/s/Michelle E. Lanham
Michelle E. Lanham (0091944)
MICHELLE E. LANHAM,
ATTORNEY AT LAW, LLC
445 Hutchinson Avenue, Suite 100
Columbus, Ohio 43235
Phone: (614) 300-5896
Fax: (614) 737-5239
Email: Michelle@mlanhamlaw.com

Trial Attorneys for Plaintiff