

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

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|-----------------------------------|---|-----------------------------|
| JOSELYN PARKER | : | |
| | : | |
| Plaintiff, | : | Case No.:2:18-cv-748 |
| | : | |
| v. | : | JUDGE |
| | : | |
| THE COLUMBUS URBAN LEAGUE, | : | Magistrate Judge |
| | : | |
| and | : | |
| | : | |
| STEPHANIE HIGHTOWER, | : | |
| | : | |
| and | : | |
| | : | |
| MARY LOVE | : | |
| | : | |
| 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 Joselyn Parker 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.*

2. Further, this action seeks monetary, declaratory, and equitable relief for Defendants The Columbus Urban League’s, its President and Chief Executive Officer Stephanie Hightower’s, and its Chief Financial Officer Mary Love’s wrongful retaliatory discharge of

Plaintiff Joselyn Parker in violation of Ohio's clear public policies favoring the prevention of the misuse, mismanagement, and/or unauthorized expenditures of state government funds, grants, and/or financial assistance, as reflected in state-law fiduciary duties on charitable organizations to ensure organizational accountability for the use of these monies for their intended purposes of funding programs and services which ultimately benefit the public, and statutory protection of employees who report or attempt to report suspected mismanaged funds, when Defendants pretextually terminated her employment because Plaintiff raised concerns about an unaccounted sum of state grants, strictly designated for use in Defendants' youth services programming.

Prerequisites

3. Plaintiff has met statutory prerequisites for filing suit. She filed a timely charge with the Ohio Civil Rights Commission (OCRC) and U.S. Equal Employment Opportunity Commission (EEOC). The OCRC investigation concluded in a finding of no probable cause that Defendants had engaged in discriminatory conduct. The EEOC adopted the findings of the OCRC without further investigation and provided Plaintiff with a Notice of Right to Sue letter, attached hereto as Exhibit A. This case is being filed within ninety (90) days of Plaintiff's receipt of the Notice of Right to Sue letter.

Jurisdiction

4. 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

5. Plaintiff, Joselyn Parker (Parker), is female and resides in Columbus, Franklin County, Ohio.

6. 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.

7. 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.

8. Defendant Mary Love (Love) is the Chief Financial Officer (CFO) for Defendant CUL. At all times relevant to this Complaint, Defendant CUL employed Defendant Love in the capacity of Vice President and Chief Financial Officer (VP/CFO) and Defendant Love served as a superior/supervisor to Plaintiff. Defendant Love is being sued in her individual and official capacities.

Facts

9. Plaintiff Parker self-identifies as lesbian.

10. Ms. Parker began her employment with Defendant CUL in January 2017.

11. At all times relevant to this Complaint, Defendant CUL employed Plaintiff Parker in the capacity of Director of Education and Youth Services (EYS Director). In this role, Plaintiff reported to Defendant CUL's President/CEO, Defendant Hightower.

12. At no time prior to her first day of employment with Defendant CUL did Plaintiff Parker disclose, raise, discuss, insinuate, or otherwise engage in any conversations whatsoever regarding her sexual orientation with any individual employed by or associated with Defendant CUL, including Defendant Hightower and all the individuals with whom she interviewed during the application process for employment with Defendant CUL.

13. On or about February 17, 2017, one (1) month after Plaintiff Parker began her employment with Defendant CUL, Plaintiff Parker randomly encountered Defendant Hightower at the John Glenn Columbus International Airport. During a brief exchange of less than two (2) minutes, Plaintiff Parker casually mentioned that her travel involved romantic interest in “a girl.”

14. Approximately thirty (30) days into her tenure with Defendant CUL, Plaintiff Parker received inappropriate text message communications from a temporary office worker assigned to Plaintiff as her office administrator (Temp Admin).

15. Through the text messages, the Temp Admin made improper advances towards Plaintiff Parker and implied that romantic feelings for Plaintiff had developed.

16. The communications shocked Plaintiff Parker. Prior to receiving the text messages, Plaintiff Parker had no inkling of the Temp Admin’s feelings.

17. Immediately upon understanding the Temp Admin’s disposition, Plaintiff Parker ceased all communications with the worker, did not respond to subsequent texts, and contacted Defendant CUL’s Human Resources Director (HR Director), Cherese Boyd (Boyd) and the Temp Admin’s direct supervisor to report the inappropriate communications.

18. The very next day, the Temp Admin, via an email sent directly to Defendant Hightower, leveled sexual harassment allegations against Plaintiff Parker.

19. HR Director Boyd and the agency that employed the Temp Admin launched an investigation.

20. During the investigation, Defendant Hightower stated to Plaintiff Parker, “maybe you did do it – I don’t know.”

21. Without hesitation, Plaintiff Parker provided the investigators with screen captures from her cell phone of the entire text message exchange, which included each text the Temp Admin had sent to Plaintiff. Plaintiff Parker offered to allow HR Director Boyd full, unfettered access to her cell phone and records to ensure Plaintiff had engaged in no activities, communications, or conversations with the Temp Admin that would have given the worker any impression Plaintiff had maintained anything other than a professional working relationship.

22. HR Director Boyd’s investigation concluded Plaintiff had not engaged in any improper conduct or communications with the Temp Admin; a representative of the agency that employed the Temp Admin stated the Temp Admin had provided “a very different story but did not have proof,” as Plaintiff did, to support the worker’s version of events.

23. HR Director Boyd and Defendant CUL dismissed the Temp Admin’s sexual harassment allegations against Plaintiff Parker, finding them to be false and unfounded and Defendant CUL closed the matter.

24. Following this incident, during a meeting between Plaintiff Parker and her immediate supervisor, Ambur Banner, in Plaintiff’s office, Ms. Banner stated to Plaintiff “this” (unfounded sexual harassment allegations) “would happen again.” Plaintiff asked Ms. Banner why Plaintiff should expect something like this again and Ms. Banner responded, “just know that it will.”

25. Plaintiff Parker understood Ms. Banner's ominous warning to mean that she was being targeted because of her sexual orientation.

26. Ms. Parker promptly wrote a letter to Defendant CUL's HR Director Boyd recounting the conversation, Ms. Banner's warning, and Defendant Hightower's statement, "maybe you did do it – I don't know." In her letter, Plaintiff expressly stated that Ms. Banner's and Defendant Hightower's statements made her feel as though she was being harassed and discriminated against based on her sexual orientation. Plaintiff Parker spoke with HR Director Boyd and expressed that she did not feel she had the support of Defendant CUL's leadership, Defendant Hightower specifically.

27. Defendant CUL's HR Director Boyd failed to ever respond to or acknowledge Plaintiff's letter regarding her express concerns of sexual orientation harassment.

28. On or about April 19, 2017, during a lunch that included Plaintiff Parker's entire team, the conversation turned to exercise. A staff member asked Plaintiff Parker whether she met girls at the gym. Plaintiff responded with one word, "no", and the conversation moved on to other topics.

29. Defendant Hightower later learned of this lunch conversation. Defendant Hightower confronted Plaintiff Parker insisting that the staff member's gym question and Plaintiff's single-word response, "no", amounted to oversharing of personal information. Defendant Hightower admonished Plaintiff for having "conversations about [her] social dating life with staff."

30. During this same conversation, Defendant Hightower also admitted to Plaintiff Parker that she had a discussion with an Executive Director for another Columbus area nonprofit

– who also self-identifies as lesbian – about Plaintiff’s sexual orientation and specifically that Plaintiff openly shared her sexual orientation with her CUL coworkers.

31. Plaintiff Parker asked Defendant Hightower why she would share Plaintiff’s personal information – Plaintiff’s sexual orientation – with a person Plaintiff did not know and had never met.

32. Defendant Hightower responded, “I ain’t never had no openly gay director so I don’t know how to deal with this.”

33. Defendant CUL and Defendant Hightower permitted and fostered an extremely lax, open workplace environment where employees – including Defendant Hightower – frequently discussed and shared detailed aspects of their, and others’, personal lives.

34. For instance, during one of Defendant CUL’s Executive Leadership meetings, Defendant Hightower boasted to Plaintiff Parker that she [Defendant Hightower] “has a man at home.”

35. Concurrent with tackling the steadily increasing hostility permeating Defendant CUL’s workplace environment related to Plaintiff Parker’s sexual orientation, Ms. Parker also inadvertently stumbled upon an accounting discrepancy that caused her immense concern.

36. In approximately mid-April 2017, Plaintiff Parker could not locate nineteen thousand dollars (\$19,000.00) in federal grant funding distributed to Defendant CUL through a state agency, the Ohio Mental Health & Addiction Services (OMHAS) and specifically earmarked and designated for use only for programming purposes in Defendant CUL’s Education department.

37. Plaintiff Parker went to Defendant CUL’s CFO, Defendant Mary Love, and asked her about the missing \$19,000.00.

38. Defendant CFO Love initially stated to Plaintiff Parker that Defendant CUL had spent the funds on “admin costs.”

39. Plaintiff Parker responded to Defendant Love that the money was designated federal and state funding that could only be used for actual educational programming and that if the dollars had indeed been used for “admin costs,” such a use would constitute a misappropriation of the dollars.

40. Defendant Love flippantly replied to Plaintiff Parker, that she could return about five thousand dollars (\$5,000) of the grant funds to Plaintiff’s department. Defendant CUL’s CFO Mary Love specifically stated, “I can make \$5,000 reappear.”

41. Defendant CUL’s CFO Love’s statement alarmed Ms. Parker.

42. In a subsequent conversation between Plaintiff and Defendant CUL’s CFO Love, CFO Love stated to Plaintiff Parker that she had spoken with Defendant CUL’s Grant Compliance Accountant, Michelle Fraelich. CFO Love further stated to Plaintiff that she realized to “make \$5,000 [of the grant funds] reappear,” CFO Love would have to return to Plaintiff’s department the entire \$19,000 grant and create a separate line item in Defendant CUL’s accounting books identifying these funds. Defendant CUL’s CFO concluded this conversation with Plaintiff by stating to Plaintiff Parker “don’t go spending it all crazy so you don’t draw attention to the [“reappeared”] funds.”

43. A few days later, Defendant Love stated to Plaintiff that Defendant CUL spent the dollars the previous calendar year and that Defendant Love could no longer, as she had previously stated, give back even a portion of it to Plaintiff’s department.

44. Around this same period, in approximately mid-April 2017, Plaintiff Parker had begun growing despondent – with the overall environment of Defendant CUL’s workplace,

including what she felt was a blatant attempt by Defendant CUL's CFO to get Plaintiff's agreement in being complicit with a mismanagement of federal and state grant dollars. Plaintiff Parker reached out to her coworker, Brandy Avery, seeking advice from her on how to navigate through Plaintiff's increasing concerns. During this conversation, which was taking place in Ms. Avery's office, Ms. Avery randomly stopped in the middle of the conversation and said to Plaintiff Parker, "can I ask you something, are you a lesbian?" Plaintiff answered simply, "yes." Ms. Avery responded, "oh, okay, that's cool" and resumed the discussion about Plaintiff's concerns, which included voicing to Plaintiff that she, too, had concerns regarding CFO Love and her mismanagement of grant funds that should have been allocated to Ms. Avery's department.

45. On or about May 16, 2017, Plaintiff Parker again raised the issue of the missing \$19,000.00, this time in Defendant CUL's regularly scheduled Leadership meeting. Plaintiff Parker explained that the funds were tagged as "carry-over" dollars from 2016 and should have still been on Defendant CUL's books and available for use by the Education Department.

46. During this Leadership meeting CFO Love dismissed Plaintiff Parker's concerns to the group, saying Plaintiff Parker was simply misunderstanding the accounting process.

47. On or about May 19, 2017, Plaintiff Parker reduced her concerns about the missing \$19,000.00 to writing. Plaintiff Parker emailed Defendant Hightower and Defendant CUL's CFO Love a very detailed statement delineating each of her concerns about the accounting and the missing funds.

48. At no time did Defendant Hightower or Defendant CUL's CFO Love respond to or acknowledge receipt of Plaintiff Parker's May 19, 2017 email.

49. On or about March 20, 2017, Plaintiff Parker began a long-term, consensual, romantic relationship with Defendant CUL's Associate Vice President, Strategic Projects & Investor Relations (Associate VP) Chyna Mitchell, a female.

50. Plaintiff Parker and Ms. Mitchell 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 Ms. Mitchell from that position to Associate VP in January 2017.

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

52. Approximately four (4) weeks after Plaintiff Parker began working for Defendant CUL, she and Ms. 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 Parker's and Ms. Mitchell'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 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.

53. According to the May 10, 2017 revision of Defendant CUL's Master Organizational Chart, Plaintiff Parker, in her capacity of EYS Director, did not report directly or

indirectly to Ms. Mitchell in her role as Associate VP; neither Plaintiff Parker nor Ms. Mitchell worked in the line of authority of the other.

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

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

56. 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."

57. 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."

58. 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.”

59. 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.”

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

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

62. 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.

63. Prior to Plaintiff Parker and Ms. Mitchell beginning their relationship, Defendant CUL employed no less than three (3) couples (six individuals) who had, simultaneously with Plaintiff Parker’s CUL employment, engaged in opposite-sex dating relationships; those relationships either ended or one or both individuals separated from Defendant CUL’s employ.

64. 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.

65. 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 restrictions whatsoever on the couples' workplace interactions with one another.

66. 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.

67. On or about May 1, 2017, Plaintiff Parker reached a tipping point. Plaintiff's frustration with the torrent of events – the office gossip, the ongoing inuendo relating to her sexual orientation, the missing funds – all pushed Plaintiff to the brink. Plaintiff decided to meet with Defendant Hightower to voice her concerns. At approximately 6:00 p.m. Plaintiff Parker walked into Defendant Hightower's office and announced, "I don't think this job is for me." Plaintiff stated to Defendant Hightower that the job was "stressing [her] out" and that she "didn't think [she] could continue the way things were going." Defendant Hightower immediately stated to Plaintiff, "you can't do this to me."

68. Plaintiff Parker surmised from Defendant Hightower's sullen tone and groveling tone of voice, that Defendant Hightower feared Plaintiff Parker was about to state that she

wanted to end her employment with Defendant CUL and Defendant Hightower did not want Plaintiff to quit.

69. Plaintiff and Defendant Hightower talked for approximately twenty (20) minutes. Defendant Hightower unambiguously stated to Plaintiff that she thought Plaintiff was “a good worker” and that “she believed in what [Plaintiff] could and would do with the Education Department.” Defendant Hightower stated to Plaintiff that she “wanted [Plaintiff] to stay.”

70. During this conversation, held between approximately 6:00 p.m. and 6:20 p.m. on May 1, 2017, Defendant Hightower did not know of, and Plaintiff had not disclosed her same-sex dating relationship with Defendant CUL’s Associate VP, Ms. Mitchell.

71. Buoyed by her conversation with Defendant Hightower, Plaintiff Parker immediately went to Ms. Mitchell and insisted the time was right for them to disclose their relationship to Defendant CUL.

72. On or about May 1, 2017, Plaintiff Parker and Ms. Mitchell had a meeting with Defendants’ HR Director Boyd. The meeting lasted approximately thirty (30) minutes; 6:30 p.m. until 7:00 p.m.

73. Despite having no obligation or requirement to do so, Plaintiff Parker and Ms. Mitchell 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.

74. Defendants’ HR Director Boyd initially and only responded “aww” to Plaintiff Mitchell’s and Ms. Parker’s disclosure.

75. During their May 1, 2017 meeting with HR Director Boyd, Ms. Boyd unequivocally confirmed to Plaintiff Parker and Ms. Mitchell that under Defendants’

Relationships in the Workplace policy, they indeed had no obligation or requirement to disclose their dating relationship.

76. During that same May 1, 2017 meeting, to further reassure Plaintiff Parker and Ms. Mitchell 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 specific provision that directly addressed dating relationships and again assured Plaintiff Parker and Ms. Mitchell that their relationship did not violate Defendants' policy.

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

78. On that same day, May 1, 2017, immediately after concluding their meeting, Plaintiff Parker, Ms. Mitchell, and HR Director Boyd walked out of HR Director Boyd's office and immediately encountered Defendant Hightower preparing 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 Cheresse [Boyd] to ensure we were not in violation of any policies."

79. 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."

80. Plaintiff Parker observed Defendant Hightower's demeanor had shifted completely opposite from her fawning disposition approximately forty-five (45) minutes earlier when Defendant Hightower was all but begging Plaintiff Parker not to quit her job.

81. Following Plaintiff Parker's and Ms. Mitchell's disclosure of their dating relationship to Defendant Hightower on May 1, 2017, Defendant Hightower required Plaintiff Parker to meet with Defendant CUL's legal counsel, Christina Corl (Corl), to receive "guidance" on how Plaintiff Parker and Ms. Mitchell could proceed with their workplace dating relationship. Defendants scheduled the meeting for May 9, 2017.

82. Defendant CUL's Legal Counsel Corl, stated unambiguously in the May 9, 2017 meeting with Plaintiff Parker and Ms. Mitchell that their dating relationship "was fine" and that "there was no problem." Ms. Corl shared that Defendant CUL just wanted to "make sure that they [Plaintiff Parker and Ms. Mitchell] avoided the appearance of impropriety or the appearance of a conflict of interests."

83. At no time did Defendant Hightower ever require any of the four (4) opposite-sex couples in its employ, whom Defendant Hightower also had knowledge were in dating relationships – 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 relationships.

84. On or about May 18, 2017, Plaintiff Parker emailed a building-wide request seeking volunteers to assist her with a Summer Youth programming event scheduled to take place over a weekend.

85. Ms. Mitchell informed Plaintiff Parker that she was unsure if Defendants' restrictions on their workplace interactions extended to volunteering for Plaintiff Parker during weekend, non-business hours.

86. Ms. Mitchell's confusion stemmed from CUL Legal Counsel Corl's statement during the May 9, 2017 meeting with Plaintiff Parker, that Defendant CUL could not dictate whom employees dated or what activities they participated in outside of work.

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

88. On or about May 23, 2017 Defendant CUL and Defendant Hightower terminated Plaintiff Parker's employment with Defendant CUL. Defendant Hightower initially identified poor performance within the probationary first ninety (90) days of employment.

89. In subsequent documents filed with the state's unemployment agency and also in documents submitted as a part of the OCRC investigation, Defendant CUL and Defendant Hightower changed Plaintiff Parker's grounds for termination to a violation of the organization's Relationships in the Workplace and Anti-Nepotism policies.

90. Plaintiff Parker received multiple, unsolicited stellar performance reviews from her peers, subordinates, external vendors, and significantly, from Defendant Hightower and Defendant Love.

91. Only after Plaintiff Parker disclosed her dating relationship with Ms. Mitchell, did Defendant Hightower complain about Plaintiff Parker's performance.

92. "YOU ROCK!" exclaimed Defendant Hightower to Plaintiff Parker on April 25, 2017, less than one week before Plaintiff disclosed her same-sex dating relationship. "Wow!! This is amazing. Kudos Director Parker! #NextLevel #Dope" wrote Brandy Avery, on April 21,

2017 (Defendant Hightower promoted Ms. Avery to Vice President in August 2017). Defendant Love joined in the praise fest of Plaintiff Parker's performance on April 22, 2017 gushing: "Ms. Parker and the Education team, I viewed the video, very very impressive!! The Education Dept. Is [sic] making a difference in the lives of youth. Everyone [sic] of you are to be recognized for the effort and dedication displayed in the video. Keep moving along this path and you will achieve your dept. goals. Good learning experience for all !!!!"

93. Defendant CUL and Defendant Hightower further allege Plaintiff Parker "showed a coworker obscene material on her cellular telephone," and engaged in excessive public displays of affection with Mitchell.

94. Specifically, Defendant CUL and Defendant Hightower claim a staff member, told another employee, that an unnamed Housing Counselor told her, that during a meeting with Plaintiff Parker, under the guise showing the Housing Counselor a document on her cell phone, Plaintiff instead had "images of women's vaginas" on the phone screen.

95. The unidentified Housing Counselor did not immediately report Plaintiff Parker, but rather continued the meeting after "redirect[ing] the discussion to the housing related issue" and stating to Plaintiff Parker that "she was not interested in looking at the images"; Defendants did not contemporaneously document the alleged incident; the only record of the alleged conduct is a third-party email recounting the alleged statements of two other individuals.

96. Nearly four (4) months after Plaintiff Parker's termination, on September 5, 2017, is the first time Defendant CUL and Defendant Hightower raised this allegation that Plaintiff Parker showed a coworker obscene material on her cell phone as a reason for Plaintiff Parker's termination.

97. Defendant CUL and Defendant Hightower made no mention of such conduct on May 23, 2017 when Defendants informed Plaintiff Parker her employment had been terminated; Defendants did not formally reprimand or discipline Plaintiff Parker for this alleged conduct while she remained in their employ; Defendants did not share this alleged conduct with the state's unemployment agency as the grounds for termination and just cause to deny Plaintiff Parker unemployment benefits. (The State approved Plaintiff Parker's application for full unemployment benefits).

98. At no time prior to Plaintiff Parker's termination date, May 23, 2017, did Defendant CUL or Defendant Hightower reprimand, counsel, warn, or otherwise identify a single instance to Plaintiff Parker of her engaging in excessive public displays of affection in the workplace with Ms. Mitchell.

99. Defendant CUL's and Defendant Hightower's conduct as alleged above caused Plaintiff Parker 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 terminated Plaintiff Parker because of her sex.

101. Defendant CUL and Defendant Hightower terminated Plaintiff Parker based on sex stereotyping and Plaintiff's gender non-conforming behavior.

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

103. Defendant CUL, Defendant Hightower, and Defendant Love terminated Plaintiff Parker for insisting Defendants adhere to clear Ohio public policy regarding fiduciary duties of

charitable organizations to prevent the mismanagement and/or misappropriation of state grant funds, in addition to other public policy.

104. Ohio has clear public policy, enshrined in R.C. 1716.17 (Fiduciary duties of charitable organizations); R.C. 5119.44 (Providing goods and services to certain departments, agencies and institutions – including the department of mental health and addition services (OHMAS)); R.C. 5122:1-5-01 (Annual budget, financial reporting and independent financial audit requirements for mental health services providers or community addiction services providers), among other federal and state constitutions, statutes, and/or administrative regulations.

105. Retaliating against at-will employees for insisting that Ohio's clear public policy be served by their employers and for actively resisting their employers' efforts to mismanage state grants jeopardizes these specific Ohio public policies, among others.

106. Had Plaintiff known that her insistence on Defendants acknowledging the mismanagement or misappropriation of \$19,000.00 in state grants, thereby complying with Ohio's clear public policy on the fiduciary duties of charitable organizations in addition to other public policies, would have resulted in her termination, she would have been forced to balance her career and economic needs against her commitment to fiduciary fidelity to charitable organizations, and the economic pressure to abandon her insistence would have been acute.

107. At-will employees whose jobs involve providing direct youth programming services are on the front lines of ensuring proper management and use of state grant funds.

108. Chilling or silencing the insistence of such at-will employees that they comply with Ohio's clear public policy on fiduciary duties of charitable organizations jeopardizes that policy.

109. None of the sources of Ohio's clear public policy on fiduciary duties of charitable organizations provides a private cause of action for employees who have suffered a retaliatory and wrongful discharge; consequently, at-will employees who have been terminated in a way that jeopardizes Ohio's clear public policy on fiduciary duties of charitable organizations lack any statutory right to bring a civil action for such discharge, to seek recourse for the harm caused by such discharge including loss of pay and job, tainting an employment record, and emotional distress, or to secure punitive damages to deter employers from jeopardizing that public policy.

110. Defendants lacked any overriding business justification for retaliating against Plaintiff because they could readily have engaged in progressive discipline and/or its typical performance evaluation process to ensure that her workplace dating relationship did not interfere with the successful performance of her job duties. Further, there is absolutely no evidence that Plaintiff Parker's workplace dating relationship in fact interfered with the successful performance of her job duties, as Plaintiff received numerous instances of positive feedback regarding her work, as set forth in Paragraph 92, among others.

111. Plaintiff suffered and continues to suffer the tainting of her otherwise stellar employment record proximately caused by her discharge.

CLAIMS FOR RELIEF

First Claim for Relief

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

112. Plaintiff repeats, reasserts, and incorporates herein each and every allegation included above in paragraphs 1 through 111 as if rewritten here in their entirety.

113. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 111 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.

114. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 113 was intentional, willful, wanton, and malicious.

Second Claim for Relief
Title VII – Retaliation; O.R.C. § 4112.02(I)

115. Plaintiff repeats, reasserts, and incorporates herein each and every allegation included above in paragraphs 1 through 114 as if rewritten here in their entirety.

116. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 115 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.

117. Defendant CUL's and Defendant Hightower's conduct as alleged above by Plaintiff in paragraphs 1 through 116 was intentional, willful, wanton, and malicious.

Third Claim for Relief
Wrongful Discharge in Violation of Ohio Public Policy

118. Plaintiff repeats, reasserts, and incorporates herein each and every allegation included above in paragraphs 1 through 117 as if rewritten here in their entirety.

119. By pretextually discharging Plaintiff because they wanted to mismanage and/or misappropriate state grant funds and wanted to prevent or discredit her from reporting suspected mismanagement and/or misappropriation of state grant funds, Defendants CUL, Hightower, and

Love have committed wrongful discharge in violation of clear public policies of the State of Ohio.

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
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