

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MARCUS CREIGHTON, CONSTANCE GREEN, DON ROMAN, DANIELLE SYDNOR, DARRYL FYALL, CHARLES SWINDELL, and VERNON HOBBS, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

METROPOLITAN LIFE INSURANCE COMPANY,

Defendant.

Case No. 15-cv-08321

Judge William H. Pauley, III

Jury Trial Requested

AMENDED COMPLAINT

Plaintiffs Marcus Creighton, Constance Green, Don Roman, Danielle Sydnor, Darryl Fyall, Charles Swindell, and Vernon Hobbs (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, by and through their attorneys, Stowell & Friedman, Ltd., hereby file this Amended Complaint against Defendant Metropolitan Life Insurance Company (“Defendant,” “MetLife,” or “the Firm”) and in support state as follows:

JURISDICTION AND VENUE

1. Plaintiffs’ claims arise under 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e to 2000e-17, (“Title VII”), and this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1343.

2. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3). Defendant is incorporated and maintains its headquarters and principal place of business here and services clients who are residents of this

District. The unlawful conduct alleged in this Complaint occurred in this District and across the United States.

PARTIES

3. MetLife, Inc. is among the largest global providers of insurance, annuities, employee benefit programs, and asset management services. In 2015, MetLife, Inc. achieved revenues of approximately \$70 billion and a net income of over \$5.1 billion, and maintained shareholders' equity of nearly \$68 billion. MetLife, Inc. provides financial advisory and brokerage services through its wholly owned subsidiaries, MetLife Securities, Inc. and Metropolitan Life Insurance Company.

4. MetLife Securities, Inc. is registered with the Securities and Exchange Commission ("SEC") as a broker-dealer and is licensed in all 50 states. Defendant Metropolitan Life Insurance Company employs registered employees, called Financial Services Representatives ("FSRs"), in dozens of locations across the United States to sell MetLife insurance, benefit, and investment products; provide brokerage and wealth management services; and serve as the face of MetLife to individual and institutional clients.

5. Plaintiff Marcus Creighton is African American and was employed by MetLife as an FSR in St. Louis, Missouri from 2001 until October 2014.

6. Plaintiff Constance Green is African American and has been employed by MetLife as an FSR in Shreveport, Louisiana from 2005 until the present.

7. Plaintiff Don Roman is African American and was employed by MetLife as an FSR in Atlanta, Georgia from 1998 until March 2016.

8. Plaintiff Danielle Sydnor is African American and was employed by MetLife as an FSR in Highland Hills, Ohio from April 2015 until December 2015.

9. Plaintiff Darryl Fyall is African American and was employed by MetLife as an FSR in Charleston, South Carolina from 2001 until July 2015.

10. Plaintiff Charles Swindell is African American and has been employed by MetLife as an FSR in Houston, Texas from 2004 until the present.

11. Plaintiff Vernon Hobbs is African American and was employed by MetLife as an FSR in Walnut Creek, California from 2009 until October 2015.

FACTUAL ALLEGATIONS

12. Defendant maintains a racially biased corporate culture and harmful stereotypes about the skills, abilities, and potential of African Americans that infect personnel decisions and form the basis of the policies, practices and conduct challenged by this lawsuit.

13. Defendant maintains centralized control over an FSR workforce charged with the sale and service of MetLife products. A nearly all-white team of senior executives issues company policies and practices that apply to the entire FSR workforce. These include uniform, Firm-wide policies and practices that govern FSR training; FSR compensation; the formation and operation of teams and pool relationships of FSRs; the distribution of leads, referrals and accounts to FSRs, including “orphaned” client books of business (accounts or policies previously serviced by FSRs who have left the Firm); the assignment of Firm resources, including marketing and development funds; and business opportunities provided to FSRs pursuant to programs such as “PlanSmart,” “Retirewise,” “Transition Solutions,” and “Delivering the Promise,” among others.

14. Defendant maintains company-wide policies and practices, including those governing teaming and the distribution of business opportunities and resources to FSRs, that

result in a racially segregated workforce and significant racial disparities in compensation and attrition. These policies and practices also have a disparate impact on African Americans.

15. Under Defendant's policies and practices, FSRs are permitted to form teams or pools with other FSRs and combine their client accounts and books of business. Defendant confers special policy advantages, resources, and benefits to FSRs on teams. For example, team members receive credit for client accounts, production, and revenue generated by the team, and the Firm steers client accounts and business opportunities to FSRs on teams who otherwise would not receive these assets and opportunities. FSR teams are also given priority for lucrative business opportunities through programs such as "Delivering the Promise," "PlanSmart," and "Retirewise," among others. African American FSRs are almost entirely excluded from favorable teaming and pool relationships.

16. Defendant's policies and practices regarding the assignment of accounts,¹ leads, referrals, and resources disproportionately steer lucrative business opportunities and resources to FSRs who are not African American. For example, "orphaned" books of business are routinely steered to non-African American FSRs. The few "orphaned" accounts, leads and referrals made available to African American FSRs are generally small, with limited or no potential to generate revenue, or are otherwise problematic.

17. Further, Defendant allows certain FSRs to be designated as specialists for certain products and programs, such as "Delivering the Promise." Under the "Delivering the Promise" designation, FSRs are granted exclusive access to individual and family beneficiaries of insurance policies served by MetLife. These "Delivering the Promise" specialists are given additional training to assist insurance beneficiaries in their time of need, and the specialists then

¹ As used herein, "accounts" refers to a variety of business opportunities, including insurance policies, annuities, investment accounts and other client relationships that yield commissions and fees.

gain exclusive access to promote MetLife financial advisory services and retain the beneficiaries as clients. The “Delivering the Promise” specialist and referral program harms and has a disparate impact on African Americans by excluding them from opportunities to gain access to lucrative client accounts, or by disproportionately assigning African Americans smaller and less lucrative policies and accounts under these programs.

18. In sum, Defendant has subjected Plaintiffs and all others similarly situated to an ongoing nationwide pattern and practice of race discrimination and has employed company-wide policies and practices that have a disparate impact on African Americans. Defendant’s systemic discrimination against African Americans includes, but is not limited to, the following practices:

- a) Employing firm-wide teaming and pooling policies and practices that disproportionately harm African Americans and exclude African Americans from participation in favorable teams and pools, which result in a segregated workforce and substantial racial disparities in earnings and attrition;
- b) Employing firm-wide policies and practices regarding the distribution of accounts, leads, referrals and resources that disproportionately steer lucrative client accounts and other business opportunities and resources to FSRs who are not African American;
- c) Employing firm-wide training and specialist policies and practices that discriminate against African Americans and rely on factors that disproportionately harm African American FSRs;
- d) Employing firm-wide management assessment and assignment policies and practices that harm African Americans and segregate the workforce; and
- e) Employing firm-wide compensation policies and practices that disadvantage African Americans.

19. The practices described above are ongoing and constitute a continuing violation of the civil rights laws.

20. The racially discriminatory policies and practices at MetLife are uniform and national in scope. Class members are relying on Plaintiffs and this lawsuit to protect their rights.

Plaintiffs Were Subjected to and Harmed by Defendant’s Unlawful Conduct

21. Plaintiffs, like other African American FSRs, were subjected to race discrimination and retaliation while employed as MetLife FSRs. Consistent with Defendant’s discriminatory policies and practices, Plaintiffs were denied valuable client leads, referrals, accounts, and other business opportunities and resources, such as marketing and development funds. Plaintiffs were denied management and administrative support and were treated worse than FSRs who were not African American. Plaintiffs were also denied membership in and the benefits of favorable team relationships and specialist designations and opportunities (including the “PlanSmart” or “Delivering the Promise” specialist designations) due to their race.

Plaintiff Marcus Creighton

22. Plaintiff Marcus Creighton (“Creighton”) worked as a MetLife FSR from 2001 until he was unlawfully terminated in the fall of 2014. During much of his tenure at the Firm, Creighton was the only African American FSR in his region, which encompassed seven states: Illinois, Iowa, Arkansas, Missouri, Kansas, Nebraska, and parts of Oklahoma.

23. Despite his differential treatment, Creighton was successful in developing substantial business for MetLife. For example, during 2014, Creighton secured a large, nonprofit health care organization and the largest employer in the state of Missouri as a MetLife client. Based on Creighton’s efforts, the client agreed to utilize MetLife’s lucrative, pre-paid legal benefit plan and “PlanSmart” financial literacy program. The legal benefit plan was expected to generate \$750,000 in revenue to MetLife in its first year alone, and the PlanSmart program was potentially more lucrative, as it allowed MetLife to market its investment and retirement platforms to the client’s entire employee base. Collectively, these opportunities were projected

to generate millions of dollars in commissions annually and should have established Creighton as one of the top FSRs in the region.

24. Creighton sought to form pools and teams with other FSRs to assist with the large amount of business he had brought to the Firm. Defendant, however, refused to allow Creighton to team or pool with other FSRs and failed to otherwise support Creighton in developing this business. Indeed, Defendant refused to allow Creighton to service his client's employees or to share in the revenues generated from his client's business. Defendant instead directed the more lucrative investment portion of his client's business to white FSRs and denied Creighton the benefit of the business he brought to the Firm. Defendant also refused to provide Creighton with the PlanSmart training and certification it promised if he successfully acquired the client's business. However, under nearly identical circumstances, the Firm provided a white FSR with PlanSmart training and certification after the white FSR acquired a sizeable client, and the Firm allowed the white FSR to benefit financially from the investment business he brought to the Firm.

25. Creighton's complaints about his differential treatment and appeals to management were flatly rejected. In retaliation for his complaints, Creighton was threatened with termination. Faced with an imminent and unwarranted termination and an unbearably hostile work environment, Creighton had no choice but to submit his resignation from MetLife in October of 2014 in order to salvage his career from a reported termination on his Financial Industry Regulatory Authority ("FINRA") Form U5 Uniform Termination Notice.

26. MetLife also denied Creighton advancement opportunities, although he was a successful, experienced FSR and well qualified to join management. Creighton was denied management opportunities as a result of Defendant's discriminatory management assessments,

training, and selection practices, which systematically and disproportionately exclude African Americans from branch management and most management-feeder positions. Similarly situated non-African Americans, including those who never expressed interest in management, were selected for management opportunities, management training, management feeder positions, and were assigned to manage Defendant's branch offices.

Plaintiff Constance Green

27. Plaintiff Constance Green ("Green") is an African American who has worked as a MetLife FSR since 2005 in Shreveport, Louisiana, where she consistently ranks as one of the top-producing FSRs both in her office and her region, which includes Texas and Louisiana. For most of her tenure, Green has been the sole African American in her office, and she is one of the only African Americans among the top producers at MetLife. Despite Green's status as a top producer, MetLife rarely, if ever, earmarks any of the region's marketing budget for her. However, Green is aware of non-African American FSRs who regularly receive marketing or development funds.

28. Moreover, MetLife has denied Green leads, referrals, and other business opportunities; the distribution of client accounts, including "orphaned" accounts; and teaming and pooling opportunities because of her race. While MetLife regularly distributes lucrative leads and business opportunities to non-African American FSRs through the "Deliver the Promise" and "PlanSmart" programs, among others, Green has received only a handful of such leads in more than ten years, and those were small, non-lucrative accounts. Similarly, on a rare occasion when Green received "orphaned" accounts from a departing FSR, MetLife required her to give them to the non-African American FSR with whom the departing FSR had teamed.

29. Although Green has observed MetLife encourage and support non-African American FSRs in her office to team with one another, MetLife has not afforded Green similar teaming opportunities, and in fact has discouraged African Americans in her office from teaming. Green attempted to address MetLife's unlawful treatment with the Firm's Employee Relations department, to no avail. MetLife failed to conduct a meaningful investigation, take any corrective action, or reform its discriminatory practices and instead subjected Green to retaliation in the form of increased hostility, unwarranted compliance investigations, further exclusion from business opportunities, and ongoing discrimination.

30. Throughout her employment at MetLife, and pursuant to Defendant's pattern or practice of discrimination and company-wide discriminatory policies and practices, Green has been denied teaming and business opportunities, support, and resources and treated worse than similarly situated MetLife employees who are not African American. Green has lost income and been otherwise harmed as a result of Defendant's unlawful conduct.

Plaintiff Don Roman

31. Plaintiff Don Roman ("Roman") is an African American who worked as a MetLife FSR in Atlanta, Georgia from 1998 until March 2016. Early in his career, Roman had significant success at MetLife, making the Leader's Conference (top 6% of all FSRs), President's Council (top 3%), and the Chairman's Council (top 1%) numerous times. Roman was also named MetLife's Financial Planner of the Year in 2004.

32. Notwithstanding his success, consistent with the Firm's systemic discrimination against African American FSRs, MetLife has treated Roman differently and less favorably than his non-African American counterparts. For instance, MetLife subjected Roman to heightened, differential and unwarranted scrutiny regarding compliance matters as compared to FSRs who

were not African American. As a result of this differential treatment and Defendant's discriminatory practices, Roman was denied opportunities to participate in lucrative opportunities such as the "PlanSmart" and "Retirewise" programs. Roman observed white FSRs achieve tremendous success through these programs despite the fact that they did not have the same level of early success as Roman. Roman also had to take time away from his existing and prospective business to deal with MetLife's ongoing differential treatment.

33. Despite actively seeking teaming opportunities and leads throughout his career, MetLife denied Roman any favorable teaming, leads, referrals, or other business opportunities because of his race. MetLife also denied Roman management positions and advancement opportunities because of his race. For instance, Roman sought out but was denied Associate Sales Director ("ASD") positions, including in 2014. Instead, MetLife gave these positions, and the commensurate increased earning opportunities, to FSRs who were not African American. As a direct and proximate result of MetLife's discriminatory denial of business opportunities and differential treatment of Roman, his earnings and income-generating opportunities dramatically decreased from approximately 2011 until 2016.

34. Throughout his employment at MetLife, and pursuant to Defendant's pattern or practice of discrimination and company-wide discriminatory policies and practices, Roman has been denied teaming and business opportunities, support, and resources and treated worse than similarly situated MetLife employees who are not African American. Roman has lost income and was otherwise harmed as a result of Defendant's unlawful conduct.

Plaintiff Danielle Sydnor

35. Plaintiff Danielle Sydnor (“Sydnor”) is an African American who worked as a MetLife FSR in Highland Hills, Ohio from April 2015 until December 2015. Sydnor was the only African American FSR in her MetLife office of approximately 25 FSRs.

36. MetLife recruited Sydnor from another financial services firm with promises of lucrative client accounts and other business and teaming opportunities and assurances that she would be able to team with other FSRs due to her strong investment background. MetLife denied Sydnor such opportunities, and directed only small and problematic clients to her. However, MetLife provided FSRs who were not African American with lucrative business opportunities, including books of business. MetLife also denied Sydnor training and other resources and support that it provided to employees who were not African American.

37. Throughout her employment at MetLife, and pursuant to Defendant’s pattern or practice of discrimination and company-wide discriminatory policies and practices, Sydnor was denied teaming and business opportunities, support, and resources and treated worse than similarly situated MetLife employees who were not African American. Sydnor lost income and was otherwise harmed as a result of Defendant’s unlawful conduct.

Plaintiff Darryl Fyall

38. Plaintiff Darryl Fyall (“Fyall”) is an African American who worked as a MetLife FSR in Charleston, South Carolina from 2001 until July 2015. For the majority of his tenure at MetLife, Fyall was the only African American FSR in the Charleston office; the few other African American FSRs in the Charleston office lasted no longer than a few years.

39. MetLife denied Fyall the resources and support that it provided to employees who were not African American. MetLife also failed to provide Fyall with teaming and business

opportunities that it regularly provided to non-African American FSRs, such as access to the numerous lucrative sales opportunities available through the “Transitions Solutions” program. MetLife even actively undermined Fyall’s business by authorizing white FSRs to call Fyall’s clients as “leads.”

40. Fyall complained of discrimination to the Firm’s Human Resources department regarding his lack of leads and business opportunities on multiple occasions, to no avail. MetLife failed to conduct any meaningful investigation or take any corrective action. Instead, MetLife retaliated against Fyall by, among other things, launching unscheduled internal “audits” and scrutinizing him on petty compliance issues for which FSRs who were not African American were not scrutinized. MetLife also subjected Fyall to retaliation in the form of increased hostility, diminished business opportunities, and ongoing discrimination.

41. Throughout his employment at MetLife, and pursuant to Defendant’s pattern or practice of discrimination and company-wide discriminatory policies and practices, Fyall was denied teaming and business opportunities, support, and resources and treated worse than similarly situated MetLife employees who were not African American. Fyall lost income and was otherwise harmed as a result of Defendant’s unlawful conduct.

Plaintiff Charles Swindell

42. Plaintiff Charles Swindell (“Swindell”) is an African American who has worked as a MetLife FSR in Houston, Texas from 2004 until the present. Out of approximately 100 FSRs in the Houston office, Swindell is one of fewer than 10 African American FSRs and is one of only a very few African American FSRs with any experience or success. Swindell is a top producer, having reached both the Leader’s Conference and the President’s Council multiple times in his career.

43. Nonetheless, MetLife has denied Swindell beneficial teaming and business opportunities throughout his career because of his race. For example, when Swindell invited white FSRs to team with him to develop a lucrative business opportunity Swindell had with the Mayor and City Council of Houston, MetLife refused to support the team or the opportunity. MetLife has similarly denied numerous attempts by Swindell and other African American FSRs to team or develop institutional business opportunities. Furthermore, Swindell has observed MetLife regularly grant non-African American FSRs the most valuable leads and referrals, while giving Swindell and other African American FSRs smaller, less valuable opportunities. Swindell has vocally opposed MetLife's systemic discrimination throughout his career, to no avail. MetLife failed to conduct any meaningful investigation or take any corrective action in response to Swindell's complaints, and instead subjected Swindell to retaliation in the form of increased hostility, diminished business opportunities, and ongoing discrimination.

44. Throughout his employment at MetLife, and pursuant to Defendant's pattern or practice of discrimination and company-wide discriminatory policies and practices, Swindell has been denied teaming and business opportunities, support, and resources and treated worse than similarly situated MetLife employees who were not African American. Swindell has lost income and has been otherwise harmed as a result of Defendant's unlawful conduct.

Plaintiff Vernon Hobbs

45. Plaintiff Vernon Hobbs ("Hobbs") is an African American who worked as a MetLife FSR in Walnut Creek, California from 2009 until October 2015. Hobbs was one of only two tenured African American FSRs in the Walnut Creek office that employed between 30 to 40 FSRs.

46. MetLife treated Hobbs as an “outsider” in the office, as he was not assigned a desk and was forced to work out of the office’s conference room. Nearly all FSRs who were not African American were assigned desks, and many had private offices. Teaming was common among non-African American FSRs, yet MetLife never afforded Hobbs any teaming opportunities despite the fact that he was the most active FSR in the office with respect to investments, which could have complemented other FSRs’ insurance and annuities business well. While MetLife allowed Hobbs limited participation in the “PlanSmart” program, it led to only limited opportunity for him; on the contrary, MetLife repeatedly directed the most lucrative business opportunities and referrals to non-African American FSRs. MetLife also denied Hobbs training and other resources and support that it provided to employees who were not African American.

47. Throughout his employment at MetLife, and pursuant to Defendant’s pattern or practice of discrimination and company-wide discriminatory policies and practices, Hobbs was denied teaming and business opportunities, support, and resources and treated worse than similarly situated MetLife employees who were not African American. Hobbs lost income and was otherwise harmed as a result of Defendant’s unlawful conduct.

48. As a result of Defendant’s unlawful conduct, Plaintiffs have lost wages and other benefits, and suffered irreparable harm to their careers, emotional distress, and other nonpecuniary losses. Defendant’s actions have caused and continue to cause Plaintiffs substantial losses in earnings, management opportunities, and other employment benefits, in an amount to be determined by a jury.

CLASS ALLEGATIONS

49. Plaintiffs file this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a class of African Americans who work or worked for Defendant as FSRs and who were subjected to discrimination by Defendant due to their race. The putative class includes all FSRs who work or worked for Defendant in the United States, including but not limited to all FSRs labeled by Defendant as “inexperienced” or “IXP,” “Established,” and “Experienced” FSRs, and FSRs in all distribution channels. All requirements of class certification are met by the proposed class.

50. The class of African American employees and former employees is so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1).

51. There are questions of law and fact common to the class, and those questions can and should be resolved in a single proceeding that furthers this litigation. Fed. R. Civ. P. 23(a)(2).

52. The claims alleged by Plaintiffs are typical of the claims of the class. Fed. R. Civ. P. 23(a)(3).

53. Plaintiffs will fairly and adequately represent and protect the interests of the class. Fed. R. Civ. P. 23(a)(4).

54. The proposed class meets the requirements for certification under Rule 23(b)(2) and/or Rule 23(b)(3). The questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3).

55. Alternatively, the issues of determining liability and equitable relief are appropriate for issue certification under Rule 23(c)(4), as are other common issues.

COUNT I

**RACE DISCRIMINATION IN VIOLATION OF
42 U.S.C. § 1981**

56. Plaintiffs, individually and on behalf of all others similarly situated, reallege the above paragraphs and incorporate them by reference as though fully stated herein as part of Count I of this Complaint.

57. Section 1977 of the Revised Statutes, 42 U.S.C. § 1981, as amended, guarantees persons of all races the same right to make and enforce contracts, regardless of race. The term “make and enforce” contracts includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

58. Defendant maintained a nationwide set of uniform, discriminatory employment practices and engaged in a pattern or practice of systemic race discrimination against African Americans which constitute illegal intentional race discrimination in violation of 42 U.S.C. § 1981.

59. Plaintiffs and all those similarly situated were subjected to and harmed by Defendant’s systemic and individual discrimination.

COUNT II

**RETALIATION IN VIOLATION OF
42 U.S.C. § 1981**

60. Plaintiffs reallege the above paragraphs and incorporate them by reference as though fully stated herein as part of Count II of this Complaint.

61. Plaintiffs Marcus Creighton, Constance Green, Darryl Fyall, and Charles Swindell engaged in protected activity and suffered retaliation by Defendant in violation of 42 U.S.C. § 1981.

62. Plaintiffs Marcus Creighton, Constance Green, Darryl Fyall, and Charles Swindell suffered harm as a result of Defendant's unlawful retaliation.

COUNT III

**RACE DISCRIMINATION IN VIOLATION OF
TITLE VII**

63. Plaintiffs, individually and on behalf of all others similarly situated, reallege the above paragraphs and incorporate them by reference as though fully stated herein as part of Count III of this Complaint.

64. Plaintiff Marcus Creighton filed a representative charge alleging individual and systemic racial discrimination with the Equal Employment Opportunity Commission ("EEOC") and received a Notice of Right to Sue.² MetLife was placed on notice of the representative allegations contained in this Complaint by Creighton's EEOC charge.

65. Title VII makes it an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual

² Plaintiffs Constance Green, Don Roman, Danielle Sydnor, Charles Swindell, and Vernon Hobbs have also filed and/or intend to file representative charges of discrimination with the Equal Employment Opportunity Commission. After they have exhausted their administrative remedies and received their Notices of Right to Sue, Green, Roman, Sydnor, Swindell, and Hobbs intend to amend this Complaint to add their individual Title VII claims.

with respect to his compensation, terms or conditions, or privileges of employment, because of such individual's race, color or national origin; or to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, or national origin.

66. Through the conduct alleged in this Amended Complaint, MetLife has violated and continues to violate Title VII by subjecting Plaintiffs and all others similarly situated to all of the unlawful employment practices described in the above paragraphs. Among other things, Defendant has subjected African American FSRs to differential treatment and discriminatory policies and practices, which result in discrimination in compensation and other terms and conditions of employment and in racial segregation, among other things. Defendant has also adopted and maintained policies and practices that have an unlawful disparate impact against African Americans.

67. Plaintiffs and all those similarly situated were subjected to and harmed by Defendant's differential treatment and discriminatory policies and practices.

COUNT IV

RETALIATION IN VIOLATION OF TITLE VII

68. Plaintiffs reallege the above paragraphs and incorporate them by reference as though fully stated herein as part of Count IV of this Complaint.

69. Title VII makes it unlawful for an employer to retaliate against an employee because that employee engaged in protected activity, such as filing a charge of discrimination against his employer or complaining to his employer about discrimination on the job.

70. Plaintiff Creighton engaged in protected activity and suffered retaliation by Defendant in violation of Title VII.

71. Plaintiff Creighton suffered harm as a result of Defendant's unlawful retaliation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, and all others similarly situated, respectfully request that this Court find against Defendant as follows:

- a. Certify this case as a class action;
- b. Designate Plaintiffs as Class Representatives and designate Plaintiffs' counsel of record as Class Counsel;
- c. Declare that Defendant's acts, conduct, policies and practices are unlawful and violate 42 U.S.C. § 1981 and Title VII;
- d. Declare that Defendant engaged in a pattern and practice of racial discrimination against African Americans and employed policies and practices that have an unlawful disparate impact on African Americans;
- e. Declare that Defendant engaged in unlawful race discrimination and retaliation against Plaintiffs, and order all appropriate relief;
- f. Order Plaintiffs Marcus Creighton, Don Roman, Danielle Sydnor, Darryl Fyall, and Vernon Hobbs, and all others similarly situated, reinstated to their appropriate positions, promotions and seniority, and otherwise make Plaintiffs and all others similarly situated whole;
- g. Award Plaintiffs and all others similarly situated the value of all compensation and benefits lost and that they will lose in the future as a result of Defendant's unlawful conduct;

- h. Award Plaintiffs and all others similarly situated compensatory and punitive damages;
- i. Award Plaintiffs and all others similarly situated prejudgment interest and attorneys' fees, costs and disbursements, as provided by law;
- j. Award Plaintiffs and all others similarly situated such other make whole equitable, injunctive and legal relief as this Court deems just and proper to end the discrimination and fairly compensate Plaintiffs and others similarly situated; and
- k. Award Plaintiffs and all others similarly situated such other relief as this Court deems just and proper.

DEMAND FOR A JURY TRIAL

Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

Respectfully submitted on behalf of Plaintiffs and those similarly situated,

/s/ Linda D. Friedman

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on April 28, 2016, she caused a true and correct copy of the attached *Amended Complaint* to be served upon the following counsel of record via ECF:

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