IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

Pamela Rideout, Plaintiff,

v. Case No: 2:11-CV-222-MPM-JMV

AllState Insurance, Inc. Defendants.

Complaint
(Jury Trial Demand)

COMES NOW the plaintiff, by and through the undersigned attorney, and files this her Complaint in the above-styled cause and would show unto this Court, as follows:

I. Jurisdiction

1. The jurisdiction of the court is invoked pursuant to 28 U.S.C. §§ 1331, 1343(a)(1)-(4), 28 U.S.C. §§ 2201 & 2202, 42 U.S.C. §2000e *et seq*., and § 1981 and §1981a(a)(1), as amended. This suit is authorized and instituted pursuant to Title VII of the Civil Rights Act of 1964, as amended and the Civil Rights Act of 1991. The jurisdiction of this court is invoked to secure protection of and redress deprivation of rights secured by 42 U.S.C. §2000e et seq. as amended, of the Civil Rights Act of 1991, providing for injunctive and other relief against race discrimination and/or retaliation.

2. Plaintiff has fulfilled all conditions precedent to the institution of this action under Title VII of the Act of Congress known as the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*. Plaintiff timely filed her charge of race discrimination within one hundred eighty (180) days of the alleged

discriminatory activity and files this complaint within ninety (90) days of her receipt of the effective date of Right To Sue Letter from the EEOC.

II. Parties

3. Plaintiff, Pamela Rideout (hereafter referred to as "Rideout") is an African American, citizen of the United States and a resident of DeSoto County, Mississippi. She was employed by the defendants as a **Field Sales Leader, ("FSL")** assigned to the Mississippi Division of the Southern Region during the time of the alleged acts of discrimination.

4. Defendant, **Allstate Insurance, Inc** (hereafter referred to as "Allstate ") is an entity subject to suit under 42 U.S.C. § §2000e et. seq. and 1981 as amended by The Civil Rights Act of 1991. The defendant employs at least five hundred (500) persons.

III. Cause of Action - 42 U. S. C. § § 2000e et seq. & 1981 Race Discrimination,Compensation, Promotion, and other Terms and Conditions of Employment

5. The plaintiff re-alleges and incorporates by reference paragraph 1-4 above with the same force and effect as if fully stated in specific detail herein below.

6. The defendant discriminated on the basis of race against the plaintiff, with respect to her employment contract by refusing to contract with plaintiff on terms free of racial bias with respect to compensation, promotions, work assignments, resources and/or other adverse terms, conditions and privileges of employment and in violation, among other laws 42 U.S.C. §2000e *et seq.* and 1981, as amended by the Civil Rights Act of 1991.

Background

7. Plaintiff was employed by Allstate on or about March 2006 as the only Black Female Market Distribution Associate ("MDA") in her region.

8. On information and belief plaintiff's base pay was at least Eleven Thousand Dollars less than the MDAs employed on or near her hire date. Plaintiff was hired by Steve Walsh (Caucasian Male) and was assigned to work under the supervision of John Meyer (Caucasian Male), who managed the Tennessee territory of the Southern Region.

9. Plaintiff was one of five new MDAs assigned to the Southern Region.

10. As a MDA, Plaintiff was responsible for "agent development" for all agents operating Allstate agencies within her assigned market.

11. In order to perform the essential functions of the job, MDAs were required to achieve two state licenses and four securities licenses within eighteen months of their hire dates.

12. It was Allstate's policy that MDAs who did not achieve certification within the requisite time, were terminated.

13. In support of MDAs' efforts to successfully and effectively meet their goal, it was an Allstate policy to provide each new MDA, at the time of hire or immediately thereafter, the following resources:

i. An official Twenty-four Month Market Distribution Associate Development Plan ("MDADP");

ii. Home office (A laptop, printer access, internet access, remote access, docking station);

iii. Access to Sales Leader Reports;

iv. Access to Sales Leader Shared files;

v. Inclusion on Regional Distribution list for leaders;

vi. Cell phone;

vii. Recruit referrals from the region;

vii. An expense account;

ix. Assignment to a High Performing Agency during selling phase of MDADP; and

x. Assignment of a balanced segmented Market comprised of high, medium and low performing agents.

14. Defendant provided plaintiff with and unofficial, hand-written substantively altered MDA plan. The MDA plan drafted for plaintiff allowed only ten months rather than twenty-four months within which to complete.

15. As early as May 14, 2006, plaintiff informed her manager that Plaintiff's access to essential resources were unreasonably delayed. For example, Plaintiff was not provided a laptop until March 2007; she was not provided a printer until October 2007; she was not provided a cell phone until September 2006; she was assigned a market with limited potential and placed in a low-performing agency with numerous personal and financial challenges at a higher percentage than her similarly situated peers.

16. John Meyer allowed her peers to select the agents for their respective markets leaving the remaining rejected agents for Plaintiff.

17. Meyer's routinely related to plaintiff in a dismissive and/or offensive manner. For example, during plaintiff's May 14, 2006, meeting with Meyer to discuss the disparities in her development plan and assigned market, Meyer's dismissed plaintiff's concerns; stating that she was being, "overly anxious."

18. On or about May 20, 2006, plaintiff met with Human Resource representative, Carol Dorsey to inform Dorsey of the race discrimination she was encountering with John Meyer.

19. Once again, on or about June 2006 plaintiff met with Dorsey, Plaintiff identified many incidents of disparate treatment as support of her complaints of race discrimination. One such incident involved a meeting where a Caucasian peer referred to another African American Peer as a "Big black gorilla". Plaintiff was called to a meeting with Human Resource Manager Jennifer Davis and Meyer to discuss the issues.

20. Immediately following plaintiff's meeting with Davis and Meyer, Plaintiff noticed a marked increase in hostility from Meyer.

21. Notwithstanding, Plaintiff's meeting with Dorsey, Davis and Meyer, Plaintiff's much needed resources continued to be delayed.

22. As late as November 2007, plaintiff had not been provided access to all key leader reports essential to her success.

23. The reports she did receive were incorrect, which negatively impacted plaintiff's ability to make market projection and effectively consult with agents on their respective goals. Despite the same, plaintiff met her goals.

Other Caucasian MDAs did not meet their goals but were not subjected to adverse treatment.

24. Frustrated by the lack of support from her HR representative, plaintiff raised her race discrimination complaints directly with the newly appointed Regional Distribution Leader, Mike Brown. Plaintiff discussed the many incidents of racially offensive and biased conduct from Meyers.

25. Additionally, she explained that Meyer, upon learning that plaintiff held a law license[1] demanded that she "surrender" her license. Meyer's decision was supported by Regional Field Sales Consultant Carl Tackett.

26. There is no policy within Allstate which prohibits MDAs from holding a law license.

27. Plaintiff's offer to suspend her license was rejected by Meyer and Tackett who continued to insist that she surrender her license or face possible termination.

28. Plaintiff also discussed with Brown her inexplicably low performance rating, despite the fact that she met or exceeded all measurable goals.

29. Brown arranged a meeting with Meyer and plaintiff on or about October 24, 2007, to handle plaintiff's discrimination complaint. During the meeting Brown reviewed plaintiff's actual performance record, after which, Brown admitted Meyer's actions were wrong and needed to be addressed.

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[1] Plaintiff did not practice law

30. On the basis of plaintiff's performance, Brown also offered plaintiff an opportunity to participate in the Talent Acceleration Program ("TAP"); a program reserved for Allstate's forty most effective employees throughout the company. TAP guidelines did not accept candidates with below "successful" ratings. Brown amended the rating to reflect her SUCCESSFUL performance.

31. Plaintiff applied to and was accepted into the TAP program, which required her to work in the corporate office for twenty-four months.

32. Just before taking the position in Northbrook, IL, plaintiff learned that Meyers was removed from his position and replaced with Eric Harvey. Outside of the racially disparate environment of the Southern Region, plaintiff performed exceptionally in the TAP program from June 2008 until May 2010[2].

Recent Acts of Race Discrimination

33. As the TAP's program ended plaintiff made plans to return to the Southern Region, hoping for a fair opportunity to succeed.

34. Allstate's Southern Region operated with a racial animus and a systemic discriminatory pattern of employment practices toward African Americans, which continued against Plaintiff after she completed the TAP program.

35. Plaintiff began reporting to Robert Emmich on January 1, 2011.

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[2] Aware that plaintiff held a law license, it was never an issue with her supervisors at the corporate office.

36. On or about February 14, 2011 Emmich disclosed plaintiff's confidential performance discussions with her peer. Emmich did not disclose confidential information regarding similarly situated peers.

37. On February 15, 2011 HR representative, Robert Moseley contacted plaintiff to investigate the complaint. Plaintiff expressed to Moseley that the conduct was retaliatory in nature.

38. Moseley acknowledged that Emmich should not have held the conversation regarding plaintiff's development with her peers.

39. Robert Emmich, who eventually replaced Meyer, also exhibited a tolerance for racially offensive conduct.

a. For example, on June 2, 2011 upon being informed that two of plaintiff's peers behaved in a racially offensive manner, Emmich excused the conduct by stating, "Some people just can't get past skin pigmentation."

b. Emmich would later make an effort to have the plaintiff's highest performing agent removed from under plaintiff's management and transferred to the offending leader, rather than take corrective action with the leader. Plaintiff informed Emmich of racially offensive language used by a recruit during the recruiting process. Emmich stated that he understood how a recruit would assume plaintiff was white because she was "so articulate."

40. On June 3, 2007 Plaintiff shared this exchange with Human Resource Manager Robert Moseley. Plaintiff expressed concerns with Emmich's ability to assess plaintiff's performance in an un-bias manner due to: plaintiff not fitting traditional stereotypes and being a "smart" "articulate" African American, and latitude given to misbehavior associated with plaintiff's "skin pigmentation." Additionally, plaintiff shared.

IV. Cause of Action- Race Discrimination and Retaliation, Promotion, and other Terms and Conditions of Employment - 42 U. S. C. § § 2000e et seq. & 1981 and §1981a(a)(1)

41. The plaintiff re-alleges and incorporates by reference paragraph 1-40 above with the same force and effect as if fully stated in specific detail herein below.

42. The defendant intentionally discriminated on the basis of race against the plaintiff in violation of her constitutionally protected rights with respect to her employment contract by refusing to contract with plaintiff on terms free of retaliation with respect to promotion, termination and other conditions of employment, in violation of in violation, of 42 U.S.C. §§1981and 2000e _et seq._, as amended and the Civil Rights Act of 1991 the Civil Rights Act of 1991.

43. The defendant did willfully subject plaintiff to violations of her rights and privileges of employment by subjecting plaintiff to retaliatory conduct after she opposed an employment practice which was factually discriminatory (i.e. meeting with Human Resource manager to discuss racial animus and discriminatory conduct of her managers).

44. The race discrimination and retaliation continued within the Southern District where she was to return as a Field Sales Leader (FSL[3]). For example, on or about February 2010, Plaintiff was denied the opportunity to be considered for a promotion to the New Agent Sales Leader (NASL) position.

45. The NASL position, which was not posted, was filled by a less qualified Caucasian male.

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[3] The company changed the language to define the roles. The FSL is the same as a MDL.

46. Plaintiff was denied the opportunity to be considered for several other regional positions, including: Senior Sales Support Leader, Support Division Manager and Special Projects. These positions were filled by less qualified Caucasian females. Additionally, Plaintiff was not afforded the opportunity to work in several roles/positions "created" for FSL.

47. On or April 28, 2010 Plaintiff was informed by HR manager Robert Moseley and Territory Sales Leader Eric Harvey that if she returned to the Southern District she would have to take a FSL's position in Kentucky, without benefit of a relocation package.

48. The HR Manager, Robert Moseley informed plaintiff that she wouldn't need to relocate because the market could be successfully managed remotely.

49. Plaintiff's similarly situated white peers were not required to manage their territories from remote locations.

50. On or about May 22, 2010, plaintiff learned that the Kentucky FSL position was awarded to a Caucasian Male who was provided a relocation package.

51. Moseley previously provided a relocation package to another Caucasian Male who was later terminated due to his inability to pass the initial HR background check.

52. On April 28, 2010, Mosely also indicated that plaintiff could not return to the Memphis market because it could only sustain one FSL.

53. On or about May 20, 210, plaintiff learned that the Memphis market was split into two markets. The new market emerging from the split was awarded to a Caucasian male FSL from Florida.

54. On or about May 20, 2010, Plaintiff was assigned a market comprised of sixty percent African American agents[4]. A similarly situated white FLS was awarded a territory with significantly less African American Agents.

55. Since plaintiff returned, she has been subjected to retaliatory conduct by her manager, Emmich. Emmich subjects plaintiff to greater scrutiny than her similarly situated Caucasian peers. Emmich has supported and allowed Caucasian FSLs to meet with and strategize with plaintiff's agents, without Plaintiff's approval or knowledge. However, January 2011, Emmich counseled plaintiff not to speak with agents not in her market, after plaintiff inadvertently sent her old market an email.

56. Plaintiff voiced her concerns to HR Manager Robert Moseley in May 2011. Plaintiff called a meeting with Moseley and Emmich to discuss the disparity in treatment he has exhibited with plaintiff.

57. Immediately following that meeting, plaintiff experienced additional interference with her market from Emmich, other members of management and other Caucasian FSLs. For example, against company policy, Emmich allowed two Caucasian FSLs to submit documentation to remove agents out of plaintiff's market. Furthermore, Plaintiff reported to Emmich that a high performing agent

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[4] African American Agents historically have agencies comprised of African Americans. African Americans historically do not purchase securities which is a large portion of the FSL's goals.

was violating several policies and procedures and receiving enhanced commissions as a result of his activity.

58. Rather than investigate plaintiff's concerns, Emmich helped disguise the agent activity to avoid a corporate security investigation.

59. Emmich also secretly assisted in the process of removing the agent out of plaintiff's market by circumventing the policies and procedures to effectuate a move.

60. Emmich routinely avoids meeting with plaintiff and her agents, although he meets with and supports similarly situated Caucasian FLS.

61. On August 13, 2010, plaintiff filed a formal charge of discrimination with the Equal Employment Opportunity Commission, ("EEOC").

62. After the complaint was filed, Emmich increased the pressure on plaintiff as he became more openly dismissive and disrespectful of plaintiff, which was noticed and emulated by at least one of plaintiff's peers. Emmich began overly scrutinizing the most insignificant things in plaintiff's work. For example, Emmich would counsel plaintiff about her communication skills, stating that she uses too many "big words" that intimidate and confuse people.

63. Caucasian FSLs communication skills were rarely challenged. For example, on or about October 28, 2010, a Caucasian FSL referenced plaintiff as a "BITCH" during a meeting hosted by Robert Emmich and Steve Walsh. Several FSLs complained to HR regarding this exchange. Neither manager admonished the employee.

64. Plaintiff lodged an internal complaint through the iReport system, on or about November 5, 2010.

65. On or about January 6, 2011, Jessica O'Dell, Human Resource Manager, called plaintiff to share the results of the investigation into plaintiff's complaint. O'Dell indicated that the FSL admitted to making the statement however, the Region did not find "mal-intent" with this behavior. Plaintiff stated that she found the finding unacceptable.

66. On January 12, 2011, O'Dell informed plaintiff that the Region perceived this as a personal matter and suggested that plaintiff reach out to the offending FSL to resolve the matter.

DAMAGES

67. The plaintiff re-alleges and incorporates by reference paragraph 1-66 above with the same force and effect as if fully stated in specific detail herein below.

68. Defendant Allstate, has engaged in intentional discrimination and has done so "with malice or with reckless indifference to [the employee's] federally protected rights." 42 U. S. C. §1981a(b)(1).

69. Allstate's unlawful, intentional, discriminatory and retaliatory conduct resulted in pecuniary, emotional injury, and entitles plaintiff to punitive damages.

i. As a consequence of Defendant's unlawful injury, Plaintiff is entitled her to payment for lost wages, including without limitation back pay and compensation for any and all lost benefits associated with positions she was wrongfully denied;

ii. Plaintiff sustained emotional distress, humiliation and embarrassment as a direct result of Allstate's unlawful conduct;

iii. Punitive language.

Prayer For Relief

Wherefore, Premises Considered, plaintiff respectfully prays that this court assume jurisdiction of this action and after trial provide relief as follows:

1. Issue a declaratory judgment that the employment practices, policies, procedures, conditions and customs of the defendant are violative of the rights of the plaintiff as secured by 42 U.S.C. §§ 1981, as amended, and the Civil Rights Act of 1991.

2. Grant the plaintiff a permanent injunction enjoining the defendants, its agents, successors, employees, attorneys and those acting in concert with the defendants and at the defendants' request from continuing to violate 42 U.S.C. §§ 1981, and 2000e *et seq.*, as amended and the Civil Rights Act of 1991 the Civil Rights Act of 1991.

3. Enter an order requiring the defendants to make the plaintiff whole by awarding her back-pay, front-pay, nominal, compensatory and punitive damages. Plaintiffs also request any loss of work-related benefits, including but not limited to pension, health care, 401(k), vacation pay, holiday pay, compensatory time or any other benefit no matter how it is denoted by the defendant.

4. Plaintiff further prays for such other and further relief and benefits as the cause of justice may require, including, but not limited to, an award of costs, attorney fees and expenses incurred by this litigation.

Respectfully submitted,

PAMELA RIDEOUT

By: ______________________________

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