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**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

Brenda B. Branich,

Plaintiff,

v.

Allstate Insurance Company d/b/a
Allstate Fire & Casualty Ins. Co., Allstate
Indemnity Co., Allstate Life Ins Co.
Allstate Property & Casualty Ins. Co.,
Lincoln Benefit Life and Allstate
Northbrook Indemnity Co.;

Defendant.

**COMPLAINT
(Jury Trial Demanded)**

EMPLOYMENT CASE

Plaintiff, complaining of the Defendant, respectfully alleges as follows:

PARTIES & JURISDICTION

1. Plaintiff, Brenda B. Branich, is a citizen and resident of Columbia, South Carolina.
2. Defendant Allstate Insurance Company (d/b/a Allstate Fire & Casualty Ins. Co., Allstate Indemnity Co., Allstate Life Ins Co., Allstate Property & Casualty Ins. Co., Lincoln Benefit Life and Allstate Northbrook Indemnity Co) is an Illinois Company doing business in South Carolina at various offices and through various independent agents throughout the state with its headquarters at 3100 Sanders Road Northbrook, Illinois 60062.
3. The Defendant employed the Plaintiff in Columbia, South Carolina.
4. This complaint alleges claims of discrimination (race and age) and retaliation arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-3 *et seq* (“Title VII”) and the Age Discrimination in Employment Act, as amended, 42 U.S.C. §§ 621 *et*

seq. (“ADEA”); as well as claims arising under the statutes and common law of the State of South Carolina.

5. Plaintiff timely filed a complaint with the Equal Employment Opportunity Commission. A Notice of Right to Sue was issued by the EEOC and this action is timely.

6. Subject Matter Jurisdiction is conferred by 28 U.S.C. § 1331 giving this Court jurisdiction over claims brought under federal law. This Court has supplemental jurisdiction over the state law claims.

7. This venue is appropriate because the events giving rise to this action occurred in the Columbia Division and the parties have sufficient connections to the Columbia Division.

8. Plaintiff demands a trial by jury on all claims brought herein.

FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendant for approximately 19 years 4 months. She served as a Casualty Claims Adjustor, then a Frontline Performance Leader, and from approximately September 2009 until her employment ended she served as Southeast Claims Service Area (“CSA”) Customer Service Manager.

10. As Southeast CSA Customer Service Manager, Plaintiff serviced the entire region encompassing South Carolina, North Carolina, Georgia and Alabama. Her duties included but not limited to training and coaching approximately 1000 employees in the Southeast CSA on various customer service initiatives, conduct workshops on new initiatives, review and analyze data, act as CE liaison for the CSA, manage the Errors and Omissions process for the CSA, and lead the Claims Agent Advocate programs as well as other related tasks.

11. Plaintiff performed her job in a competent and successful manner, including successful performance reviews.

12. Plaintiff reported to Charlie Leo (“Leo”), the Senior Claim Field Director. Although she lived in Columbia, SC, Plaintiff was forced to use Atlanta, GA as her “home” base of operations. Thus she had to pay all out of pocket expenses while in Atlanta, as well as other costs and tax implications.

13. Plaintiff received positive ratings on her Performance Development Summary (PDS) during her career. After Mr. Leo became director, Plaintiff was informed by an immediate supervisor that he wanted to mark her PDS as exceptional but that Leo told him not to do so.

14. From approximately 2011 until 2013, Leo allowed several white employees to use the state they lived in as their home base of operations, yet Plaintiff was forced to use Atlanta, GA. Despite attempts to change this, Plaintiff was refused until 2013. Plaintiff also was directed to travel more, yet she was not provided the same accommodations as other white similarly situated employees.

15. Mr. Leo attempted to force Plaintiff to apply for positions outside the Southeast CSA in an effort to get her out of his area. When promotional opportunities arose with the CSA, Leo advised Plaintiff that he would not promote her within the territory and even told her she would not be considered because she would never leave. These promotional positions mostly went to white employees.

16. It was clear that Leo harbored animosity towards Plaintiff that he did not seem to harbor towards white employees; which seemed to increase after she complained of the treatment.

17. Plaintiff injured her back on or about April 25, 2014 and went out of work shortly thereafter. She discussed with HR about filing a Workers’ Compensation claim related to the injury, which occurred while lifting boxes in the Columbia, SC office.

18. A letter was read to the plaintiff on May 2, 2014 by Coleen Johnson advising the Plaintiff that her position was to be eliminated effective July 1, 2014, and that her employment would end unless she found another position within Allstate. Plaintiff inquired about other positions, including an adjuster position in Columbia, SC and a lateral leadership position in Birmingham, Alabama. Leo, through HR or another manager, expressed to Plaintiff that they did not want her for the positions or otherwise made excuses for not considering her despite her qualifications.

19. Although the position was to be allegedly removed in July, Plaintiff was instructed to go home immediately and to return her vehicle which she was paying to use. Plaintiff's access to the Allstate intranet was cut off, making it further difficult to search for positions within the company.

20. Plaintiff was scheduled as the Southeast representative to attend the Congressional Fly In in Washington, DC. Approximately four weeks before the May 2014 notification concerning the elimination of Plaintiff's position, Mr. Leo directed another employee to instruct Plaintiff to not attend so she could concentrate on reviewing the customer service results—expressing that her position was valuable and critical. Despite the alleged need for Plaintiff to forego the Fly In due to valuable and critical work, the Defendant eliminated her position.

21. Based on information and belief, other regions maintained the same position that Plaintiff held even after the Plaintiff was terminated.

**FOR A FIRST CAUSE OF ACTION
AGAINST THE DEFENDANT
(Race Discrimination – Title VII)**

22. Where not inconsistent herewith, Plaintiff realleges the foregoing paragraphs.

23. Plaintiff is an African-American female who was subjected to disparate terms and conditions of employment, in comparison to similarly situated white employees, on the basis of

her race; including, being subjected to different treatment related to her home base of operations, travel accommodations denial of promotional opportunities and termination of her employment.

24. Plaintiff's race was a motivating factor in Defendant's conduct, including the denial of promotions or alternative positions and termination. Other white employees were treated more preferentially. Plaintiff was meeting the legitimate expectations of her employer at the time. Additionally, Plaintiff's duties were assumed by a younger, white female.

25. The matters alleged above violate the Plaintiff's civil rights under Title VII on the basis of her race and have proximately and directly caused the Plaintiff damages for which the Defendant is liable. The reasons given by the Defendant for their actions are false and pretextual to cover their discriminatory motives.

26. Those damages include loss of salary, back pay, front pay, lost benefits, lost prospective benefits, diminished earning capacity; as well as reputational loss and mental and emotional suffering. Further, the Defendant's conduct was willful and wanton and the Plaintiff is entitled to punitive damages for the same. Plaintiff also requests pre-judgment interest and the attorney's fees and costs of this action.

**FOR A SECOND CAUSE OF ACTION
AGAINST THE DEFENDANT**
(Retaliation – Title VII)

27. Where not inconsistent herewith, Plaintiff realleges the foregoing paragraphs.

28. Plaintiff engaged in lawfully protected activity by making good-faith complaints about perceived disparate treatment such as the home base of operations and lack of promotional opportunities.

29. Defendant expressed that Plaintiff would not be promoted within the Region and essentially threatened her position..

30. Ultimately, Plaintiff was terminated after her position was eliminated and she was not offered any promotional or alternative opportunities to remain employed. The reasons proffered by Defendant are false and pretextual in an effort to hide their retaliatory motives.

31. The matters alleged above constitute unlawful retaliation in violation of Title VII and have proximately and directly caused the Plaintiff damages for which the Defendant is liable.

32. Those damages include loss of salary, back pay, front pay, lost benefits, lost prospective benefits, diminished earning capacity, as well as reputational loss and mental and emotional suffering. Further the Defendant's conduct was willful and wanton and the Plaintiff is entitled to punitive damages for the same. Plaintiff also request pre-judgment interest and the attorney's fees and costs of this action.

**FOR A THIRD CAUSE OF ACTION
AGAINST THE DEFENDANT
(Age Discrimination and Retaliation - ADEA)**

33. Where not inconsistent herewith, Plaintiff realleges the foregoing paragraphs.

34. Plaintiff is a 53 years old female who was subjected to disparate terms and conditions of employment in comparison to similarly situated younger employees on the basis of her age.

35. Plaintiff's supervisor, Mr. Leo, directed Plaintiff to apply outside of her region in an effort to force her to leave. Plaintiff was told she would not be promoted within the region because she would never leave if they were granted. Ultimately, Defendant terminated Plaintiff when she did not voluntarily leave. Plaintiff's duties were given to a younger, less-qualified female employee.

36. Additionally, Plaintiff was retaliated against for complaining about disparate treatment such as the home base, travel accommodations, and lack of promotions. She was denied

promotion or alternative positions within the district and ultimately terminated for making her complaints.

37. The reasons for the termination are false and pretextual. This conduct, on the basis of age, is a violation of the ADEA and caused Plaintiff damages allowed under the Act.

38. Those damages include loss of salary, back pay, front pay, lost benefits, lost prospective benefits, diminished earning capacity; as well as reputational loss and mental and emotional suffering. Further, the Defendant's conduct was willful and wanton and the Plaintiff is entitled to punitive damages for the same. Plaintiff also requests pre-judgment interest and the attorney's fees and costs of this action.

**FOR A FOURTH CAUSE OF ACTION
AGAINST THE DEFENDANT**
(Retaliation in Violation of S.C. Code Ann. § 41-1-80)

39. Where not inconsistent herewith, Plaintiff realleges the foregoing.

40.

41. Plaintiff discussed her injury and filing a Workers' Compensation claim with human resources personnel. Plaintiff instituted a Worker's Compensation claim, in good faith, following her injury occurring on or about April 25, 2014.

42. As a result of that claim, and the injury giving rise to the same, Plaintiff had to undergo medical care and surgery.

43. Plaintiff was terminated and denied alternative positions after notification of her termination after the injury occurred on the alleged basis that her position was eliminated and she did not get any other positions. Such reasons are false and pretextual.

44. Plaintiff's termination was contemporaneous with her injury and subsequent conversations regarding a Worker's Compensation claim. Moreover, Plaintiff was forced to go

home soon after the May 2, 2014 notification of pending termination on order of Mr. Leo despite the fact that the termination was not effective until July 2014. Plaintiff was denied a transfer to an adjustor position as well as a lateral position within the District, and hindered in searching for other internal positions by no longer having access to the Defendant's intranet.

45. The Defendant terminated plaintiff and blocked her obtaining a lateral transfer because of her Worker's Compensation claim.

46. The Plaintiff has suffered, and the Defendant is liable for, all damages recoverable under S.C. Code Ann. § 41-1-80 for Worker's Compensation retaliation including all lost wages and reinstatement to his former position. Plaintiff likewise requests pre-judgment interest upon all lost wages.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays and requests that she be awarded damages on each cause of action, as alleged above, to be awarded and determined reasonable by a jury. Plaintiff also requests the reasonable attorney's fees and costs on her claims, pre-judgment interest, and punitive damages for the willful, wanton, and malicious conduct of the Defendant alleged herein. Plaintiff further seeks all remedies available under the South Carolina Workers' Compensation Act including all lost wages and reinstatement, as well as pre-judgment interest on her lost wages.

[Signature Block on Following Page]

J. LEWIS CROMER & ASSOCIATES, L.L.C.

BY: s/ Julius W. Babb, IV

J. Lewis Cromer (#362)

Julius W. Babb, IV (#10500)

1418 Laurel Street, Ste. A

Post Office Box 11675

Columbia, South Carolina 29211

Phone 803-799-9530

Fax 803-799-9533

Attorneys for Plaintiff

June 3, 2015

Columbia, South Carolina

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