

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

Sara Amani,

Plaintiff,

Hon.

v.

File No.

Michigan Technological University,
Defendant

Daniel D. Mead (P68792)
Graybill & Mead, PLLC
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COMPLAINT AND JURY DEMAND

COMPLAINT

Plaintiff states:

Jurisdiction and Parties

1. This is an action to enforce civil rights arising out of Plaintiff's employment relationship with Defendant, pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 USC 2000e et seq.
2. This court has jurisdiction pursuant to 42 USC 2000e-5 and 28 USC 1331, 1343(a)(4).
3. Plaintiff at the time of the incident was a resident of Michigan in the Western District.
4. Defendant is a public university organized and existing under the laws of the state of Michigan in the Western District of Michigan and is subject to the jurisdiction of this court.
5. The events giving rise to this cause of action occurred in Houghton, Michigan which sits in the Western District of Michigan.
6. Plaintiff filed an EEOC Charge and received her right to sue letter on April 7, 2017. See Exhibit 1.

Background Facts

7. Plaintiff is an Iranian woman.
8. On May 14, 2014, Plaintiff signed the contract and on August 4, 2014, Plaintiff became employed by Defendant as Assistant Director and Lecturer of IESL.
9. Plaintiff held many jobs in the duration of her employment including IESL Liaison to Multiliteracies Center, Writing Program, Modern Languages Program for two academic years, 2014-2016, and Acting Director of IESL and TESOL programs during the Spring of 2016.
10. Throughout the course of her employment with Defendant, Plaintiff performed her job duties in a manner that was satisfactory or better. See Exhibit 2.
11. On April 27, 2016 Plaintiff signed an offer extending her position as Lecturer in the Department of Humanities, responsible for teaching IESL and Humanities courses, through May 4, 2018. See Exhibit 3.
12. Heather Deering was hired as director of the IESL program in Fall of 2016.
13. Plaintiff was treated differently from similarly situated American employees by the new director of the IESL program.
14. During the course of Plaintiff's employment with Defendant in Fall of 2016, IESL Director, Heather Deering, made multiple comments regarding Plaintiff's employment, which her American colleagues were not subject to.
15. One of the first interactions IESL Director, Heather Deering, had with Plaintiff, during Week 2 of the Fall of 2016, was to inquire in Plaintiff's office whether Plaintiff would be seeking employment elsewhere and to mention that she had been contacted by other individuals asking if there would be any IESL opening in the near future.
16. The harassment continued with follow-up emails in which IESL Director, Heather Deering, alluded to Plaintiff's replicability. In her response e-mail, Plaintiff copied a number of high-ranking University staff members, including Chair of the Department of Humanities, Dean of the College of Science and Arts, and University Provost in order to bring the harassment to their attention. See Exhibit 4.
17. This harassment was unprompted by the Plaintiff.
18. On October 7, 2016, Plaintiff was fired.

19. From the termination letter, it would appear that Plaintiff was fired, for “tampering with the camera” that was viewing a “public entrance in a university residence hall”. Exhibit 5.

20. The University or rather select individuals at the University decided that this was a “substantial failure on your part to protect the safety of our students.”

21. The camera in question was not in an area that was accessible to students in the residence hall and was instead facing a door in an academic program that was accessible to IESL faculty members who were asked by the IESL Director, Heather Deering, to keep the door locked upon entry and exit.

22. After review of the video feed it is impossible to determine if Plaintiff was involved.

23. Further, public safety determined that because the incident involved faculty it was outside of their jurisdiction.

24. The determination was based solely on the recommendation of IESL Director, Heather Deering.

25. At the time of this investigation Plaintiff had a doctor’s note in which she was to be excused from work from September 30 through October 10, 2016. See Exhibit 6.

26. Plaintiff was unable to participate in this investigation or meet with IESL Director, Heather Deering, due to her medical condition.

27. Upon recovery of her medical condition, Plaintiff made multiple requests for a meeting with the Director of the Human Resources, the Provost, Ombuds Office, and Center for Diversity and Inclusion in order to rectify the situation. The University rejected her offer.

28. The University has policy regarding retention and release of information.

29. Policy Number 2.5001 (now policy 5.01) states that “information and results obtained through surveillance monitoring or recording will only be released when authorized by the Panel. The Panel will review all requests from various University entities to release recordings obtained through surveillance monitoring or recording.” Exhibit 7.

30. It goes on to state that; “Information inappropriately obtained in violation of this policy shall not be used in any disciplinary proceeding against University employee or student.”

31. IESL Director, Heather Deering, violated Policy Number 2.5001.

32. IESL Director, Heather Deering, continued on with her harassment and made up a series of unwarranted motives: to steal something from the office or to set her up so Ms. Deering would get fired or possibly “worse.”

33. Plaintiff timely filed a charge of race discrimination, sex discrimination, and retaliation with the Equal Employment Opportunity Commission and brings this action within 90 days of receiving her notice of right to sue.

Count I Race and Nation Origin Discrimination

34. Plaintiff incorporates by reference paragraphs 1 through 33.

35. At all material times, Defendant was an employer, covered by and within the meaning of Title VII of the Civil Rights Act of 1964 (Title VII), as amended.

36. Plaintiff’s race and national origin was a factor that made a difference in Defendant’s decision to subject her to the wrongful and discriminatory treatment described above.

37. Defendant, by its agents, representatives, and employees, was predisposed to discriminate on the basis of race and national origin and acted in accordance with that predisposition.

38. Defendant’s actions were intentional, with reckless indifference to Plaintiff’s rights and sensibilities.

39. If Plaintiff had been a Caucasian American, she would not have been treated in the manner described.

40. As a direct and proximate result of Defendant’s wrongful acts and omissions, Plaintiff has sustained loss of earnings, earning capacity, and fringe benefits and has suffered mental anguish, physical and emotional distress, humiliation and embarrassment, and loss of professional reputation.

Count II Retaliation

41. Plaintiff incorporates by reference paragraphs 1 through 40.

42. Defendant retaliated against Plaintiff for having complained about Defendant’s discriminatory statements described above, in violation of Title VII.

43. Defendant’s actions were intentional, with reckless indifference to Plaintiff’s rights and sensibilities.

44. As a direct and proximate result of Defendant’s wrongful acts, Plaintiff has sustained loss of earnings, earning capacity, and fringe benefits and has suffered

mental anguish, physical and emotional distress, humiliation and embarrassment, and loss of professional reputation.

Count III Wrongful Termination
Breach of Implied Employment Contract

45. Plaintiff incorporates by reference paragraphs 1 through 44.

46. While Plaintiff was employed by Defendant, Defendant's Senate Policy 701.2 states: "Termination Policy for Contractual Employees If the University terminates the employment other than for substantial failure as set forth below, or cause, it shall pay the Employee a post termination stipend in an amount equal to the Employee's salary for the remainder of the term of the agreement. The Employee shall not be entitled to any fringe or other employment benefits after notice of termination. As determined by the Dean of the School/Chair of the Department, the employee may or may not be required to continue to serve, with a continuation of benefits, in the same capacity as originally hired during the notice period." See Exhibit 8.

47. Plaintiff relied upon these policies, statements, and representations of Defendant through its agents, servants, or employees. As a result, there was, by express words, implications, or operation of law, a contractual agreement between Plaintiff and Defendant by which Defendant was obligated to terminate Plaintiff's employment only for good cause.

48. Plaintiff was not terminated for good cause as Defendant violated their own policy in terminating Plaintiff.

49. Defendant reviewed and used video surveillance against Policy Number 2.5001.

50. Defendant did not follow the procedure listed in Policy Number 2.5001.

51. Defendants failed to investigate the situation properly.

52. Defendant fired Plaintiff without just cause and without post termination stipend.

53. As a direct and proximate result of the termination and breach of contract, Plaintiff has been placed in financial distress; has suffered loss of wages and benefits, earning capacity, and ability to work; and will suffer these losses in the future.

PLAINTIFF REQUESTS that this court enter judgment against Defendant as follows:

1. Legal relief

- a. a judgment for lost wages and benefits, past and future, in whatever amount she is found to be entitled
 - b. compensatory damages in whatever amount she is found to be entitled
 - c. punitive and exemplary damages commensurate with the wrong and Defendant's ability to pay
 - d. an award of interest, costs, and reasonable attorney fees
2. Equitable relief
- a. an order reinstating Plaintiff to the position she would have held if there had been no discrimination and retaliation by Defendant
 - b. an injunction prohibiting any further acts of retaliation or discrimination
 - c. an order removing all mention of the described incident from Plaintiffs personnel file
 - c. an award of interest, costs, and reasonable attorney fees
 - d. whatever other equitable relief appears appropriate at the time of trial

Dated: June 27, 2017

s/ Daniel D. Mead
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JURY DEMAND

Plaintiff demands a trial by jury.

Dated: June 27, 2017

s/ Daniel D. Mead

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