

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

HULDAH DRYER)	CASE NO. 5:18-cv-00088
)	
Plaintiff,)	JUDGE JOHN R. ADAMS
)	
v.)	<u>AMENDED COMPLAINT FOR</u>
)	<u>DAMAGES AND REINSTATEMENT</u>
TEN LAKES CENTER, LLC)	
c/o Mark W. Peters)	<u>Jury Demand Endorsed Herein</u>
Waller Lansden Dortch & Davis, LLP)	
511 Union Street, Suite 2700)	
Nashville, TN 37219)	
)	
Defendant.)	

Plaintiff, Huldah Dryer, by and through undersigned counsel, as her Amended Complaint against Defendant Ten Lakes Center, LLC, states and avers the following:

PARTIES AND VENUE

1. Dryer is a resident of the city of Warsaw, county of Coshocton, state of Ohio.
2. Ten Lakes Center, LLC (“Ten Lakes”) is a domestic limited liability company lawfully registered to conduct business in the state of Ohio.
3. Ten Lakes maintains its principal place of business at 819 North First Street, 3rd Floor, Dennison, Ohio 44621.
4. All of the material events alleged in this Complaint occurred in Tuscarawas County.
5. This matter was originally filed in the Tuscarawas County Court of Common Pleas.
6. The originally named Defendant, Ohio Hospital for Psychiatry, LLC removed this matter to the United States District Court for the Northern District of Ohio, on January 11, 2018, based on asserted grounds of diversity jurisdiction.

FACTS

7. Dryer is a former employee of Ten Lakes.
8. Dryer is African American.
9. Ten Lakes hired Dryer on or about April 7, 2015.
10. Ten Lakes hired Dryer as the Director of Social Services.
11. Dryer worked as Director of Social Services at Ten Lakes located at 819 North First Street, 3rd Floor, Dennison, Ohio 44621.
12. On or about June 2015, Dryer received a positive performance evaluation from Ten Lakes indicating that Dryer was meeting expectations in her position.
13. Ten Lakes asked Dryer, and Dryer agreed, to serve as a client rights officer.
14. As a client rights officer, Dryer was responsible for understanding Ten Lakes' policies and procedures.
15. Because Dryer understood Ten Lakes' policies and procedures, Ten Lakes employees would reach out to Dryer when experiencing issues at Ten Lakes.
16. Dryer had an employee who reported to her directly, DaQuane Finley.
17. Finley is African American.
18. During Dryer's employment with Ten Lakes, Dryer and Finley were the only African American employees of Ten Lakes.
19. Finley complained to Dryer about Ten Lakes' CEO, Debra Gardner.
20. Gardner is Caucasian.
21. Finley complained to Dryer that Gardner created a hostile work environment and harassed Finley because of his race.
22. Finley complained to Ten Lakes that he was discriminated against because of his race.



23. In his complaints, Finley included Dryer as a witness to Gardner's behavior.
24. Finley made multiple complaints of race discrimination between June 2015 and August 2015.
25. Ten Lakes disregarded Finley's race discrimination complaints and failed to take any action.
26. On or about August 2015, Finley made a formal, written complaint against Gardner for discrimination and harassment based upon race.
27. In Finley's August 2015 formal complaint, Finley identified Dryer as a witness to the discriminating and harassing treatment by Gardner.
28. Ten Lakes disregarded Finley's formal race discrimination complaint and failed to take any action.
29. In or about August 2015, Gardner terminated Finley.
30. In or about August 2015, Gardner demoted Dryer to a Social Worker.
31. In or about August 2015, Gardner forced Dryer to take a pay cut of \$1.00 per hour.
32. Gardner's demotion of Dryer was retaliation against Dryer for participating in a formal complaint of discrimination and harassment based upon race.
33. Gardner's demotion of Dryer was in furtherance of Gardner's discrimination and harassment against Dryer based upon Dryer's race.
34. Dryer's demotion was an adverse employment action.
35. Dryer's demotion was an adverse action.
36. On or about January 5, 2016, Gardner terminated Dryer.
37. Gardner stated the reason for Dryer's termination was inappropriate conduct because Dryer declined to sign patient documents.
38. Prior to terminating Dryer, Gardner demanded Dryer sign documents accepting responsibility for mistakes made by Ten Lakes' Caucasian employees.



39. Dryer declined to sign the patient documents in order to avoid negative and illegal consequences for Ten Lakes.
40. Dryer, in fact, did not engage in inappropriate conduct.
41. Ten Lakes unlawfully terminated Dryer on or about January 5, 2016.
42. Gardner unlawfully terminated Dryer on or about January 5, 2016.
43. The explanation to Dryer regarding the reason for termination was pretext designed to conceal discrimination against Dryer based upon her race.
44. The explanation to Dryer regarding the reason for termination was pretext designed to conceal retaliation against Dryer for participating in a complaint of race discrimination against Gardner.
45. On or about January 5, 2016, Dryer was actually terminated because of her race.
46. On or about January 5, 2016, Dryer was actually terminated in retaliation for participating in a complaint of race discrimination.
47. Upon information and belief, subsequent to both Dryer's and Finley's termination, Ten Lakes and Gardner hired Caucasian employees to replace Dryer and Finley.

COUNT I: RACE DISCRIMINATION

48. Dryer restates each and every prior paragraph of this Complaint, as if it were fully restated herein.
49. Ten Lakes was an employer as defined by R.C. § 4112.01(A)(2).
50. Gardner was an employer as defined by R.C. § 4112.01(A)(2).
51. Throughout her employment, Dryer was fully competent to perform her essential job duties.
52. Defendants violated Ohio Revised Code § 4112.01 *et seq.* by treating Dryer differently than other similarly situated employees based on her race.
53. Defendants violated Ohio Revised Code § 4112.01 *et seq.* by discriminating against Dryer due to her race.



54. Defendants violated Ohio Revised Code § 4112.01 *et seq.* by reducing Dryer's rate of pay due to her race.
55. Defendants violated Ohio Revised Code § 4112.01 *et seq.* by demoting Dryer due to her race.
56. On or about January 5, 2016, Ten Lakes terminated Dryer without just cause.
57. At all times material herein, similarly situated non-African-American employees were not terminated without just cause.
58. Defendants terminated Dryer based on her race.
59. Dryer's race was a determinative factor in Defendants' decision to terminate her employment.
60. Defendants violated Ohio R.C. § 4112.01 *et seq.* when they terminated Dryer based on her race.
61. As a direct and proximate result of Defendants' conduct, Dryer has suffered and will continue to suffer damages, including economic, emotional distress and physical sickness damages.

COUNT II: RETALIATION

62. Dryer restates each and every prior paragraph of this complaint, as if it were fully restated herein.
63. As a result of the Defendants' discriminatory conduct described above, Dryer's employee, Finley, complained about the race discrimination he was experiencing and indicated that Dryer was a witness to the discrimination.
64. Subsequent to Dryer participating in a report of race discrimination against her supervisor and employer, Dryer was demoted and forced to take a pay cut.
65. Subsequent to Dryer participating in a report of race discrimination against her supervisor and employer, Dryer was terminated from Ten Lakes.
66. Defendants' actions were retaliatory in nature based on Dryer's opposition to the unlawful discriminatory conduct.



67. Pursuant to R.C. §4112.02(I), it is an unlawful discriminatory practice “to discriminate in any manner against any other person because that person has opposed any unlawful discriminatory practice defined in this section...”

68. As a direct and proximate result of Defendants’ retaliation against Dryer, she suffered and will continue to suffer damages, including economic, emotional distress and physical sickness damages.

DEMAND FOR RELIEF

WHEREFORE, Dryer demands from Defendant the following:

- (a) Issue an order requiring Ten Lakes to restore Dryer to one of the positions to which she was entitled by virtue of her application and qualifications, and expunge her personnel file of all negative documentation;
- (b) An award against Defendant of compensatory and monetary damages to compensate Dryer for physical injury, physical sickness, lost wages, emotional distress, and other consequential damages, in an amount in excess of \$25,000 per claim to be proven at trial;
- (c) An award of punitive damages against Defendant in an amount in excess of \$25,000;
- (d) An award of reasonable attorney’s fees and non-taxable costs for Dryer’s claims as allowable under law;
- (e) An award of the taxable costs of this action; and
- (f) An award of such other relief as this Court may deem necessary and proper.



Respectfully submitted,

/s/ Fred M. Bean

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Attorney for Plaintiff Huldah Dryer

JURY DEMAND

Plaintiff Huldah Dryer demands a trial by jury by the maximum number of jurors permitted.

/s/ Fred M. Bean

Fred M. Bean (0086756)
The Spitz Law Firm, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing was filed on the Court's Online Filing System on January 25, 2018, and served to all parties and their counsel.

/s/ Fred M. Bean

Fred M. Bean (0086756)
The Spitz Law Firm, LLC

