

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE THE MATTER OF:)	
)	
TRIANO WILLIAMS)	
)	
Plaintiff,)	16CV _____
)	
)	Hon. Judge
vs.)	Maj Judge
)	
AMERICAN COLLEGE OF EDUCATION, INC.,)	
SHAWNTEL LANDRY, In her Individual Capacity,)	
HOWARD ROUSE, in his Individual Capacity, and)	
KK BYLAND, in her Individual Capacity,)	
Defendants.)	

COMPLAINT

COMES NOW THE PLAINTIFF, TRIANO WILLIAMS by and through his counsel, Calvita J. Frederick and Associates, and complaining of the Defendant **AMERICAN COLLEGE OF EDUCATION, INC., SHAWNTEL LANDRY, in her Individual Capacity, HOWARD ROUSE, in his Individual Capacity, and KK BYLAND, in her Individual Capacity,** alleges as follows:

THE PARTIES

1. **PLAINTIFF TRIANO WILLIAMS.** (“Williams” or “Plaintiff”) is a male, black citizen of the United States, and at all times relevant thereto was a resident of the City of Riverdale, County of Cook and the State of Illinois.
2. **DEFENDANT AMERICAN COLLEGE OF EDUCATION** (“ACE” or Defendant(s)), is an Illinois corporation, licensed to do business within the State of Illinois, with its principal place of business located at 101 West Ohio Street, Suite 1200, Indianapolis, Indiana. ACE employs more than 100 people in total and more than 15 people within the State of Illinois. ACE provides online graduate and professional programs for educators. ACE’S faculty, administration and students reside throughout the United States.

3. DEFENDANTS, SHAWNTEL LANDRY (“Landry” or “Defendants”), HOWARD ROUSE (“Rouse” or “Defendants”), and KK BYLAND (“Byland” or “Defendants”) are all agents, servants and/or employees of ACE, who were managers and/or supervisors of Plaintiff.

JURISDICTION AND VENUE

4. The claims against the Defendants herein are based upon race discrimination (Black) pursuant to Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C. § 1981 which prohibits discrimination on the basis of race and further prohibits retaliation for opposing or making charges regarding discrimination.

5. Jurisdiction is conveyed upon this Court as the claim arises under the laws of the United States of America pursuant to 28 U.S.C. § 1343

6. Venue is appropriate in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1391 as Williams’ residence, and Defendant’s place of incorporation, as well as all events giving rise to this claim occurred within the counties served by this Court.

FACTS RELEVANT TO ALL COUNTS

7. Williams was hired by ACE as a Desktop Support employee for Information Technology, on or about September 10, 2007.

8. At all times material to this complaint, Williams proved his industriousness, presented and represented himself in an orderly and respectful manner and commanded and continues to command the respect of his fellow employees. Additionally, Williams demonstrated his capacity and abilities to perform all job tasks to which he was assigned.

9. In 2012, his position was changed to Integration Systems Support and in 2013 his title was once again changed to Systems Administrator. The changes in title/positions and responsibilities did not include a commensurate increase in salary.

10. In addition, Williams purportedly worked a 9am-5pm shift, but in reality, he worked nearly 60 hours most weeks, including time spent on call on weekends and holidays.

11. Most recently, Williams operated under a written contract agreement with ACE that provided for his salary, bonus and his ability to work remotely from his home in Illinois.

12. Working remotely from his home in Riverdale, Illinois was a requirement of employment communicated to ACE by Williams because Williams has in place and is subject to a Court ordered, Joint Parenting Agreement that requires him to co-parent his seven-year old daughter, including transporting her to and from school several days a week and extensive visitation on the weekends.

13. Rick Gahering (Caucasian male) was hired with less experience and less education, but was always paid more than Williams, for doing the same or similar work with fewer responsibilities than required of Williams. On or about February 11, 2016 ACE promoted Rick Gahering who had less seniority than Williams, to the position of manager over Williams.

14. Williams complained about the promotion of Rick Gahering over Williams and numerous other discriminatory actions at ACE in a letter addressed to Landry, and Byland. (See "ACE Culture Letter attached hereto as Exhibit "A")

15. Thereafter Williams was required to track all of his duties and time in fifteen minute increments. Only Williams and one other African American employee Hynes were subjected to this scrutiny.

16. On February 18, 2016, Williams was advised he must relocate to the ACE Indianapolis location to work directly out of the corporate office or face termination. (See Letter from Howard Rouse, ACE CFO to Triano Williams, dated February 18, 2016 and attached hereto as Exhibit "B"). The February 18, 2016 letter attempted to bully Williams into accepting a separation

agreement that was inadequate from a financial standpoint and further required Williams to agree that his termination was a voluntary resignation. According to Exhibit B, Williams had until February 24, 2016 to accept the Special Separation Benefits and sign the General Release. Julia Moses (White female) was still allowed to work remotely from Texas but both Williams and Rommell Hynes (Black male) were terminated purportedly over the relocation issue.

17. The Special Separation Benefits and General Release also required Williams to give up any rights he might have to file a complaint about his treatment while an employee of ACE. In addition, Williams would not be able to provide testimony as to the unfair treatment of any other ACE employee once he “voluntarily resigned”. (See Exhibit “B”).

18. On February 18, 2016 Williams also received a letter from Byland. (See Byland Letter attached hereto as Exhibit “C”) Byland’s letter added additional terms and conditions for Williams’ relocation to Indianapolis.

19. On February 23, 2016, Williams received another letter from Rouse containing the same Special Separation Benefits and General Release except Williams was given until March 1, 2016 to accept Special Separation Benefits and sign the General Release. (See February 23, 2016 Letter attached hereto as Exhibit “D”).

20. The Special Separation Benefits and General Release which ACE attempted to force Williams to take not only violates the current employment agreement between Williams and ACE as to his remote access to work, but also would cause him to violate a court ordered Joint Parenting Agreement as to his minor child.

21. Williams is not the first ACE employee that has been unfairly treated and forced out of employment with ACE, based upon race, sex, religion or other unlawful criteria.

22. Upon information and belief, Dr. Linetta Durand, a Seventh Day Adventist and former employee of ACE, was pressured by ACE into working a Saturday ACE event, which violated her religious beliefs. With the assistance of counsel, and based upon information related to an accommodation for a former ACE employee who was a Jewish, white male, Dr. Durand reached an amicable settlement with ACE for her charges of discrimination based upon race and religion.

23. Upon information and belief, Amber Ying also received a settlement from ACE for a claim related to discrimination based upon race in a failure by ACE to promote her.

24. On or about February 25, 2016, Williams filed EEOC Charge 470-2016-01138. (See Charge attached hereto as Exhibit "E")

25. On or about February 29, 2016, Williams received a telephone message from Landry and/or Byland advising him that he should no longer report to work, effective February 29, 2016, one day before the expiration of the time given Williams to accept or reject the Special Separation Benefits and General Release. Hynes was terminated earlier that same day. At the same time, ACE restricted Williams' access to the ACE computer systems necessary for Williams to perform his work. Williams was further advised that he should spend the remaining time, until April 1, 2016, looking for other employment. Williams was also required to return his ACE issued laptop computer and other school equipment to ACE, which equipment Williams returned to ACE via their own shipping instructions.

26. At the time of Williams termination from ACE, ACE had a Google domain account.

27. The Google domain account was set up by another employee of ACE and. Williams was given a College email account. Although Williams was one of the Administrators with access to this system, he was never the Super Administrator.

28. As a result of ACE's separation from its parent company, and the separation from ACE employment of all other Administrators connected to the Google student email and course work system, apparently, Williams was the sole remaining Administrator when ACE decided to terminate him and lock him out of ACE's Google email system.

29. The login ID and password used by Williams to access the Google email account were AutoSaved on Williams' laptop computer which was returned to ACE, per their request.

30. At some point in June of 2016, ACE became aware that they could not access their Google domain, student emails and course work accounts.

31. ACE through several of its employees and administrators contacted Williams and asked his assistance in resolving the issue, which requests were refused by Williams, who was no longer an ACE employee. ACE offered no compensation to Williams for the task they wanted him to perform after termination.

32. ACE has faced a similar situation with an ex-employee Eric Korb (White male) whose services were needed after termination from employment by ACE. Upon information and belief, ACE paid Korb a sizable consultant fee to perform the task needed by ACE. In addition, ACE may have provided the same agreement for Rouse.

33. Thereafter ACE through their Indiana counsel filed a lawsuit in the State of Indiana, Marion Superior Court in Indianapolis, as further retaliation against Williams, seeking to force his return to employment for ACE, without any offer or even suggestion of payment.

34. The lawsuit filed by ACE against Williams charged Williams with Intentional Interference with a Contractual Relationship, Violation of the Indiana Uniform Trade Secret Act, Conversion, Offense Against Intellectual Property, Breach of Fiduciary Duty, and Criminal

Mischief. (See Verified Complaint for Injunctive Relief and Damages attached hereto as Exhibit “F”)

35. In addition, the Indiana state court action sought a Temporary Restraining Order, and a Preliminary and Permanent Injunction requiring Williams to provide ACE with the user name and password for the Google account or in the alternative to force Williams to contact Google and have the administrative account turned over to ACE’s President.

36. Williams is not and has never been a resident of Indiana, nor has he ever worked at the Indianapolis ACE location.

37. Notwithstanding lack of jurisdiction, upon information and belief, ACE has proceeded with the Indiana state court action and had numerous Orders entered against Williams, including but not limited to the August 3, 2016 Order Granting Plaintiff’s Motion for Emergency Order to Show Cause For Failure to Comply With The Temporary Restraining Order, which Order threatened Williams, inter alia, with incarceration. (See August 3, 2016 Court Order attached hereto as Exhibit “G”)

38. ACE’s attorneys, the law firm of Jackson Lewis, has offices in Chicago, Illinois which office handles employment and workplace related litigation.

39. ACE chose to file their retaliatory lawsuit in Indianapolis, Indiana, when the case could have been filed in Illinois.

40. Williams has been unemployed since April of 2016 when his employment with ACE was terminated and cannot bear the cost of defending an action in Indiana. Williams’ counsel herein is not licensed to practice law in Indiana and efforts to obtain pro bono counsel in Indiana have proven unsuccessful.

42. Justice and convenience favors the transfer/removal of the Indiana state court action to this court.

43. Defendants' discriminatory treatment of Williams included but is not limited to:

(A) Subjecting Williams to disparate treatment by paying Williams less than his Caucasian co-workers who are not African American and who performed the same job duties or some who had fewer job responsibilities than Williams, based upon race;

(B) Allowing Williams to function as interim manager when the department manager was out of the office, but then failing to promote Williams when the department manager position became available, choosing to promote a Caucasian employee with less seniority, credentials and experience, all based upon race;

(C) Holding secret meetings to hide the discriminatory promotion schemes from Williams;

(D) Fabricating a pretextual reason to terminate Williams when the real reason was Williams' complaints about discriminatory treatment of himself and others in ACE'S employ;

(E) Requiring Williams to relocate to Indianapolis when ACE knew that Williams could not leave Illinois because of his joint parenting court ordered obligations;

(F) Failing to allow Williams and other African Americans to participate in work-related training offered to non-Black employees and necessary for enhancement of job performance, based upon race;

(G) Creating a hostile and offensive, humiliating work environment for Williams and other African American employees of ACE by demoting and/or stripping African Americans of their work titles and reducing their pay;

(H) Bullying and attempting to force Williams to agree to a voluntarily resignation;

(I) Bullying and attempting to force Williams to give up his rights to complain about discrimination, a protected activity;

(J) Bullying and attempting to quash Williams' right to speak up about the discriminatory treatment of others that Williams had witnessed;

(K) Demanding under threat of lawsuit and incarceration that Williams work for ACE for free to resolve problems created by ACE after Williams was terminated from ACE's employ;

(L) Refusing to offer to pay Williams for work ACE needed done after termination, when ACE has paid White ex-employees under similar circumstance; and

(M) Terminating Williams and Hynes for refusal to relocate, but allowing Moses to continue to work remotely from Texas.

44. As a result of ACE'S actions toward Williams, Williams was subjected to a hostile work environment and disparate treatment from his non-Black co-workers.

45. Once Williams complained about discriminatory treatment, Defendants began a pattern and/or practice of behavior against him designed to and did result in his termination.

46. The disparate treatment Williams was subjected to while employed at ACE, created a hostile, intimidating and uncomfortable work environment for Williams

47. ACE did not subject other similarly situated non-Black ACE employees to the hostile, intimidating and uncomfortable work environment they created for Williams.

48. On February 29, 2016, (fully effective April 1, 2016) Williams was discharged. The reason given by ACE was that Williams would not relocate to Indianapolis.

49. The reason given by ACE for Williams' termination was a pretext as certain non-Black employees were allowed to continue to work remotely: the real reason that Williams was terminated was retaliation for engaging in a protected activity, including complaining about discriminatory treatment of Williams and other ACE employees.

50. At all times pertinent hereto, Williams met the legitimate objectives of his work assignments, and got along with management and his fellow employees as best he could.

51. Similarly situated non-Black employees with performance comparable to Williams were not discharged.

52. Upon information and belief, ACE replaced Williams with a non-black employee.

COUNT I

VIOLATION OF TITLE VII DISCRIMINATION BASED UPON RACE AGAINST ACE

53 Plaintiff incorporates by reference all of the allegations set forth in paragraphs 1 through 52 above.

54. Title VII of the Civil Rights Act of 1964 prohibits discrimination in employment practices and specifically 42 U.S.C.A. § 2000e-2 provides in pertinent part:

“(a) Employer practices

It shall be an unlawful employment practice for an employer—

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin;”

55. Plaintiff has filed this cause subsequent to a timely filing of a Charge of Discrimination based upon race with the Illinois Department of Human Rights and the Equal Employment Opportunity Commission, a true and correct copy of which is attached to this complaint as Exhibit “H”.

56. Plaintiff has filed this cause pursuant to a “Right to Sue Letter” issued by the Equal Employment Opportunity Commission within the statutory time requirement, a true and correct copy of which is attached to this complaint as Exhibit “I”. Plaintiff’s counsel received the Right to Sue Letter on or about October 3, 2016.

57. Plaintiff, at all times pertinent to this complaint, was a resident within the venue and jurisdiction of this judicial district, and was within the protected race group (Black) as provided by the Title VII.

58. The Defendant at all times relevant to this complaint, operated and did business within the venue and jurisdiction of this judicial circuit.

59. During the course of his employment the Plaintiff came under the supervision of certain ACE employees including Landry, Rouse, and Byland, who subjected Williams to differential terms and conditions of employment because of his race.

60. The Defendant ACE'S conduct as previously alleged at length herein and as described in the Charge of Discrimination attached to this Complaint constitutes discrimination based upon race in direct violation of Title VII.

61. As a result of Defendant's discriminatory conduct, Plaintiff has been damaged in his career and to his person and has otherwise suffered monetary damages.

WHEREFORE, Plaintiff TRIANO WILLIAMS, demands judgment against the Defendant, ACE, as follows:

A. For retroactive reinstatement to his employment position at the time of termination with all back pay, benefits and other emoluments of employment;

B. For an award of \$300,000 in compensatory damages suffered because of the discrimination; Plaintiff's injury to his career, emotional pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, and other nonpecuniary damages and fringe benefits;

C. For attorney's fees and costs of this suit, pursuant to applicable statute; and

D. For such other and further relief, as is just and equitable

COUNT II: RETALIATION

Plaintiff realleges and incorporates by reference paragraphs 1 through 52 inclusive.

62. Plaintiff was bullied and threatened by his supervisors and ACE management, Landry, Byland and Rouse, subjected to racial, intimidating and derogatory treatment, subjected to different terms and conditions of employment, punished for complaining about disparate treatment of himself and others, refused promotions, refused training, given conflicting and contradictory information about the promotion of others, forced to relocate when Defendants