

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

UNITED STATES)	
EQUAL OPPORTUNITY)	
EMPLOYMENT COMMISSION)	
)	
Plaintiff,)	
)	
and)	
)	
LAURA THOMAS,)	
)	
Intervenor)	
v.)	Civil Action No. 04-CV-3127
)	
)	Judge Legg
WORTHINGTON, MOORE, &)	
JACOBS, INC.)	
)	
Defendant.)	
)	
)	

COMPLAINT OF INTERVENOR LAURA THOMAS

Intervenor Laura Thomas, by counsel, complains against Defendant Worthington, Moore, & Jacobs, Inc., as follows:

NATURE OF THE ACTION

1. Intervening Plaintiff Laura Thomas (“Ms. Thomas”) brings this action against her former employer, Worthington, Moore, & Jacobs, Inc. (“Worthington” or “Defendant”), for declaratory judgment, permanent injunctive relief, and damages to remedy Worthington’s discrimination against her on the basis of sex and its retaliation against her for her complaints of discriminatory treatment. This action arises under Title

VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended by 42 U.S.C. § 1981a (“Title VII”).

2. Worthington knowingly subjected Ms. Thomas to a hostile work environment created by a constant stream of unwelcome and offensive sexual advances and other verbal and physical conduct of a sexual nature by its President, Sam Muffoletto (“Muffoletto”), including offers of money in exchange for sex, propositions to spend nights in hotels, and lewd commentary about her body. These actions began immediately upon Ms. Thomas’ acceptance of a position as Vice President of Sales at Worthington and continued unabated despite Ms. Thomas’ clear and consistent rejections of Muffoletto’s advances.

3. Many of Muffoletto’s advances were accompanied by work-related promises or threats contingent on Ms. Thomas’ acceptance or rejection of the advance. When Ms. Thomas rejected Muffoletto’s advances, Worthington punished her in tangible aspects of the compensation, terms, conditions, or privileges of her employment, due to her refusal to acquiesce. For example, after one occasion on which Ms. Thomas refused to spend the weekend with Muffoletto, he ensured that Worthington removed valuable client leads from her queue, thus impeding her ability to make new sales and thereby obtain commissions.

4. Ms. Thomas’ ability to work was hampered by the constant need to deflect Muffoletto’s unwelcome advances. Ms. Thomas worked in an atmosphere of constant intimidation, terrified that she would lose her job if she did not accept Muffoletto’s unwelcome sexual advances. Because Ms. Thomas has a mentally retarded daughter, she

was especially reliant on the income she earned at Worthington. Even after Ms. Thomas expressed her concerns to Muffoletto and others, however the harassment continued.

5. Unable to perform her job in the face of this harassment, Ms. Thomas attempted to leave Worthington with a semblance of economic security by reporting the discrimination again and requesting a settlement and positive recommendation. In response, Worthington retaliated against Ms. Thomas by cutting her base salary in half, monitoring and micromanaging every aspect of her daily work, changing employee policies and procedures as they applied to her, and ultimately, terminating her.

6. Shortly after her termination, Ms. Thomas filed a Charge of Discrimination with the United States Equal Opportunity Commission (“EEOC”), in which she alleged that Worthington had discriminated against her on the basis of sex and had retaliated against her for her complaints of discrimination.

7. The EEOC conducted an extensive investigation and in August 2003 issued a probable cause determination that confirmed Ms. Thomas’ allegations, finding that Ms. Thomas “was sexually harassed by the company President” and that Worthington “subjected [Ms. Thomas] to adverse employment actions, such as removing client leads, reducing her pay, and ultimately discharging her, because she refused the President’s sexual advances and engaged in protected activity.” EEOC Determination, (attached as Exhibit A). Specifically, the EEOC determined:

An analysis of the evidence shows that Charging Party was sexually harassed by the company President. The harassment included repeatedly being subjected to sexual propositions and requests for sexual favors, and other unwelcome verbal and physical conduct of a sexual nature. The evidence shows that Charging Party refused the President’s sexual

advances, informed him that his conduct was unwelcome and offensive, and personally complained to other management officials about the harassment. However the harassment did not cease and Respondent did nothing to address the situation until it was contacted by Charging Party's attorney. Sufficient evidence exists to conclude that Respondent subjected Charging Party to adverse employment actions, such as removing client leads, reducing her pay, and ultimately discharging her, because she refused the President's sexual advances and engaged in protected activity.

Exhibit A.

8. The EEOC also determined that Worthington had discriminated against other female employees, finding that “[t]he evidence showed that other similarly situated females were subjected to sexual harassment by Respondent, and that they suffered retaliation in the form of adverse employment actions, including economic reprisal and discharge.” Exhibit A.

9. After an unsuccessful attempt at conciliation, the EEOC filed this suit alleging that Worthington discriminated and retaliated against Ms. Thomas and at least six other female employees. Based on a thorough, year-long investigation, the EEOC alleges in this action that Muffoletto sexually harassed Ms. Thomas and at least six other female employees, “creat[ing] a hostile work environment and culminat[ing] in tangible employment actions, such as a reduction of compensation, removal of significant job duties, and discharge.” EEOC Complaint ¶ 7(a). Further, the EEOC alleges that two relatives of Muffoletto, Robert Muffoletto, a Worthington officer, and Mark Muffoletto, a Worthington manager, sexually harassed female employees. Id. ¶ 7(b)-(c). Finally, the EEOC alleges that Worthington retaliated against Ms. Thomas and at least six other female employees for their complaints about sexual harassment, including by “taking adverse actions that resulted in a loss of income,” “removing significant job duties,” and

“creating intolerable working conditions to effectuate a constructive discharge.” Id. ¶
7(d)-(f).

PARTIES

10. Intervening Plaintiff Laura Thomas is a resident of the State of Maryland. From approximately May 2002 to May 2003, Ms. Thomas was employed by Defendant Worthington as a Vice President of Sales at its office at 10316 Baltimore National Pike, Suite B, Ellicott City, Maryland 21042.

11. Defendant Worthington, Moore, & Jacobs is a Delaware corporation doing business in the State of Maryland, in Howard County, and Ellicott City. At all relevant times, Worthington has had at least fifteen employees.

JURISDICTION AND VENUE

12. Jurisdiction is conferred on this Court by 28 U.S.C. §§ 1331 and 1343(a)(3).

13. Venue is proper in this district pursuant to 42 U.S.C. § 2000e(5)(f)(3) and 28 U.S.C. § 1391(b).

FACTUAL ALLEGATIONS

A. Sexual Harassment by the President of Worthington

14. Ms. Thomas has been in the field of collection and credit sales for over a decade. Among her many accomplishments in this field, she has maintained and serviced hundreds of clients, handled accounts with annual gross revenues of over a million dollars, sold nationwide accounts, and developed custom products.

15. In April 2002, Ms. Thomas interviewed for a position as Vice President of Sales at Worthington and was extended an offer. Ms. Thomas was especially pleased to be offered this position because she needed the income to support her mentally retarded daughter. Approximately two weeks later, on April 17, 2002, Ms. Thomas began work at Worthington.

16. Muffoletto's harassment of Ms. Thomas began immediately upon Worthington's offer of employment. The day Worthington offered Ms. Thomas a position as Vice President of Sales, Muffoletto invited her to dinner to discuss her employment contract. During dinner, Muffoletto never mentioned her contract. After dinner, Muffoletto insisted on following Ms. Thomas to her home, purportedly to discuss the paperwork regarding her employment. He arrived at her home with a bottle of wine. After Ms. Thomas signed her employment contract, Muffoletto inquired "now that we have business out of the way, what about me and you?" Ms. Thomas immediately rejected Muffoletto's advance, indicating that she was married and that there was not to be a "me and you." Ms. Thomas believed at the time that her firm response would end Muffoletto's inappropriate behavior.

17. Beginning on Ms. Thomas' first day at Worthington, Muffoletto repeatedly asked her to spend time with him outside of work and suggested that they have a sexual relationship. Ms. Thomas repeatedly rejected his advances, providing excuses and repeating that she was married.

18. Ms. Thomas was intimidated by Muffoletto and found it difficult to perform her job in the face of Muffoletto's repeated sexual propositions. Moreover,

Muffoletto's behavior humiliated and embarrassed Ms. Thomas, and made her prone to fits of crying. Muffoletto's continued advances in the face of her clear rejections made Ms. Thomas fearful and anxious that if she did not accept his advances, she would lose her job. The financial demands of her family situation made unemployment especially difficult for Ms. Thomas.

19. Muffoletto's harassment of Ms. Thomas was both severe and pervasive. For example, a single week included the following instances of harassment:

a. On May 22, 2002, Muffoletto told Ms. Thomas that if she went to the home of Worthington Vice President of Sales Rob Sowers for the weekend, Muffoletto would leave his door open in case Ms. Thomas wanted to sleep in his room.

b. On May 24, 2002, Muffoletto asked Ms. Thomas to go away with him for the weekend, asked Ms. Thomas why she didn't tell him that she wanted him, and complained that no one wanted him.

c. On May 28, 2002, Muffoletto began a barrage of harassing comments by telling Ms. Thomas that he had had many opportunities to date in the last decade, but wanted only her. Muffoletto then told Ms. Thomas "I made \$400 an hour as an attorney, but I'll give you two hours free."

d. That same day, Muffoletto offered to be Ms. Thomas' "sugar daddy," informing her that "sex would definitely have to be part of

it.” He insisted that Ms. Thomas knew “it was going to happen” and that she should stop “playing stupid.”

e. Later in the afternoon, when discussing his grandson coming to Ms. Thomas’ home to set up her home office, Muffoletto implied that there would be a sexual encounter by singing “Mrs. Robinson.” Muffoletto also offered Ms. Thomas time off the following day in exchange for going out with him that evening.

20. On approximately May 29, 2002, Ms. Thomas confided in a colleague, Patricia Didden, that she was being harassed by Muffoletto. Ms. Thomas explained that she was afraid that she would be fired if she did not accept Muffoletto’s advances and that his harassment made it difficult for her to focus on her work. In turn, Ms. Didden informed Ms. Thomas that she had had a sexual relationship with Muffoletto. Ms. Didden repeatedly warned Ms. Thomas not to tell Muffoletto that Ms. Thomas and Ms. Didden had spoken. Ms. Didden further told Ms. Thomas that she would talk to a relative who is an employment attorney and ask what Ms. Thomas should do about Muffoletto’s harassment. She repeated throughout their conversation that “this is not what you and your daughter need.”

21. The following week, Muffoletto threatened and retaliated against Ms. Thomas for reporting his discriminatory conduct to Ms. Didden. Muffoletto asked Ms. Thomas “what was going on” because he “thought they were friends.” Ms. Thomas explained that she was intimidated by Muffoletto and that she felt that if she did not

accept his advances, she would be fired, and that his conduct was so severe that it had brought her to tears.

22. Muffoletto responded by threatening Ms. Thomas, explaining that if he wanted to get rid of her, he would not have to fire her, but instead would make sure her client “leads” were taken away so that she would “bury herself.” Muffoletto then asked Ms. Thomas to sign a letter indicating that “nothing happened” and that she had no plans to sue Worthington.

23. The following day, when Ms. Thomas arrived at work, Muffoletto informed her that she would be working from home effective immediately. Later that day, Muffoletto called Ms. Thomas at home to insist that she sign a letter stating that she would not sue Worthington. Fearful that she would lose her job if she did not acquiesce, Ms. Thomas signed the letter.

24. Despite Muffoletto’s awareness that Ms. Thomas considered his conduct unwelcome and discriminatory, Muffoletto’s harassment of Ms. Thomas, including unwelcome and objectively offensive verbal and physical conduct of a sexual nature, continued throughout her tenure at Worthington.

25. Muffoletto humiliated Ms. Thomas by repeatedly offering her money to engage in a sexual relationship with him. For example, on July 2, 2002, Muffoletto asked Ms. Thomas why “she didn’t just give in to him” so that she wouldn’t have to work, could drive a BMW, and “have it all.” On November 4, 2002, Muffoletto flashed a stack of fifty and hundred dollar bills and told her that if she “said yes” it could all be hers. On

December 9, 2002, Muffoletto pulled cash out of his pocket and told Ms. Thomas the cash and his BMW could be hers if she would marry him.

26. Muffoletto made sexual comments about Ms. Thomas' body and touched her inappropriately at the office. For example, on August 6, 2002, when returning to a meeting after a break, Muffoletto walked behind Ms. Thomas and said "mmmm, mmmm, mmmm, you are losing weight." Two more times during the meeting, Muffoletto whispered to Ms. Thomas "mmmm, mmmm, mmmm." When Ms. Thomas relayed this story to her colleague Nancy Guzman, Ms. Guzman stated that whenever she was in Muffoletto's office, she saw Muffoletto looking at women's behinds and that the behavior made her so uncomfortable that she tried not to turn around when leaving Muffoletto's office. On January 8, 2003, after Worthington Vice President of Sales Anthony Nobilio referred to himself and Ms. Thomas "licking their wounds" after a harsh meeting with Muffoletto, Muffoletto called Ms. Thomas back into his office and told her that Mr. Nobilio wanted to "lick her all over." On November 4, 2002, Muffoletto inappropriately wrapped his hand around Ms. Thomas' waist and hip and began whispering to her.

27. Throughout Ms. Thomas' tenure at Worthington, Muffoletto continued to ask her to go away with him on weekends and to go to hotels with him. For example, on July 2, 2002, Muffoletto suggested that he and Ms. Thomas go to a party on July 4th and then spend the night together at a hotel. Despite her rejection of his proposition, on July 8th, Muffoletto told Ms. Thomas that he had waited all weekend with his bags packed to go away with her.

28. On August 29, 2002, Muffoletto asked Ms. Thomas to go away with him to gamble over the weekend. He added that he did not want to remove 250 client leads from her queue, but that Mr. Nobilio was pushing for their removal because Mr. Nobilio thought she was "trouble." Mr. Nobilio denied that he made any such comment.

29. Despite Muffoletto's threat, Ms. Thomas refused to go away with him. As a result, on September 3, 2002, Worthington removed 250 client leads from Ms. Thomas' queue, thereby hampering Ms. Thomas' ability to make sales and earn commissions.

30. Muffoletto continued to invite Ms. Thomas on weekend trips unrelated to work. On or about October 3, 2002, October 11, 2002, and October 17, 2002, Muffoletto asked Ms. Thomas to go away with him on the upcoming weekends. On October 18, 2002, Muffoletto called Ms. Thomas at three o'clock in the afternoon and said "let's go." When Ms. Thomas responded that she was working, Muffoletto indicated that she would not have to work if she accompanied him. Ms. Thomas pleaded with Muffoletto to stop disrespecting her husband.

31. On November 14, 2002, Muffoletto suggested to Ms. Thomas that they get a hotel room together after a client meeting.

32. After Ms. Thomas rejected several of Muffoletto's weekend invitations, Muffoletto attempted to construct a professional situation that would require her to vacation with him. On July 17, 2002, Muffoletto told Ms. Thomas that he was planning a tropical vacation as a prize to the top sales person. The winner of the contest, he emphasized, would be traveling with him. He immediately added that he was not

homosexual and did not plan on becoming homosexual. From the tone of his comments, Ms. Thomas understood that Muffoletto would make sure that she won any such contest.

33. Muffoletto otherwise used his position as Ms. Thomas' employer to force her into unwelcome intimate situations. For example, on July 31, 2002, Muffoletto asked Ms. Thomas to have dinner with him to discuss business changes and opportunities. Muffoletto inquired if Ms. Thomas had secured a babysitter and then asked "what if we're not done 'til morning?" On November 27, 2002, when Ms. Thomas called Muffoletto regarding business issues, Muffoletto asked why Ms. Thomas was not drinking wine with him if she were free to talk.

34. Muffoletto used information from Ms. Thomas' employment file in order to pursue her sexually. On Sunday, December 8, 2002, Muffoletto called Ms. Thomas at home. He wished her a happy birthday and told her he had a present for her, but that she might be embarrassed to receive it at work. The next day at work, Muffoletto continued to suggest that he had a sex-related present for Ms. Thomas that he was ready to give her whenever she was willing. On January 2, 2003, Muffoletto told Ms. Thomas that he had spent all Christmas day staring at the drivers' license picture she had provided for her employment file.

35. Muffoletto's sex-based conduct towards Ms. Thomas was unwelcome and objectively offensive and created intolerable working conditions. Ms. Thomas clearly expressed to Muffoletto that his advances were unwelcome and intimidating. Worthington knew that the conduct was unwelcome and discriminatory.

36. Worthington discriminated against Ms. Thomas on the basis of sex by subjecting her to a hostile work environment. Muffoletto's almost daily harassment, including the acts described above, was so severe and pervasive as to alter the conditions of Ms. Thomas' employment.

37. Muffoletto's sex-based conduct affected tangible aspects of her employment, including reducing her compensation. Muffoletto warned Ms. Thomas that he would punish her if she did not accept his advances. Indeed, immediately after rejecting a weekend away, Muffoletto made good on his promise to remove 250 client leads from Ms. Thomas' queue, thus limiting her ability to earn commissions.

38. Worthington did not treat any male employees in the manner it treated Ms. Thomas and other women.

39. As the EEOC found, Worthington knew or should have known about Muffoletto's discriminatory conduct, but took no remedial action.

40. Worthington purports to have a sexual harassment policy that was provided to all employees beginning on May 2, 2001. Worthington never provided Ms. Thomas any written or unwritten policy, guidelines, or rules regarding sexual harassment. Nor was Ms. Thomas made aware of any procedure for lodging or resolving complaints of discrimination or harassment.

41. Despite Muffoletto's harassment, Ms. Thomas had substantial success at Worthington. For example, Ms. Thomas made one of the largest sales in the history of

Worthington. Moreover, Ms. Thomas grew several existing accounts and was instrumental in opening new accounts.

B. Retaliation Against Ms. Thomas

42. Ms. Thomas became increasingly despondent, fearful, and anxious as a result of Muffoletto's harassment. With no relief in sight, Ms. Thomas hired an attorney and, on February 27, 2003, sent a letter to Worthington describing her discriminatory treatment.

43. Immediately thereafter, Worthington began a campaign of retaliation against Ms. Thomas by subjecting her to adverse employment actions, including cutting her salary and eventually discharging her, as a result of her complaint.

44. Within days of receiving the letter from Ms. Thomas' attorney, Worthington sent a response threatening to sue Ms. Thomas for tortious interference with economic interests and slander.

45. Approximately one month after Ms. Thomas' written complaint of discrimination, on March 31, 2003, Worthington cut Ms. Thomas' monthly salary in half. Although Ms. Thomas asked for a clear accounting of her sales because she knew that the pay cut was unjustified, she never received a satisfactory accounting.

46. As a result of Ms. Thomas' written complaint, David Caprario, CEO of Worthington, began overseeing and monitoring Ms. Thomas in an unprecedented and unreasonable fashion. For example, he monitored her daily phone calls and sent her harassing emails on days following those on which he believed her call volume to be low.

Similarly, although Ms. Thomas had previously arranged and executed site visits to clients without permission, Caprario chastised her for the same after her complaint of discrimination. Further, Caprario personally monitored Ms. Thomas' leave, though he had never done so previously.

47. On May 16, 2003, Ms. Thomas concluded that she could not continue to work under the continuing conditions of sexual harassment and retaliation. She had endured over a year of harassment and now her salary had been cut in half and she faced a maze of ever shifting personnel policies.

48. When Ms. Thomas told Caprario that she intended to resign as of July 11, 2003 as a result of Worthington's discrimination and retaliation, she was fired effective immediately.

49. At all times relevant to the events described above, Worthington's President, Muffoletto, and other employees were acting within the scope of their employment as employees, agents and/or representatives of Worthington. The discriminatory actions described above were carried out (a) at the direction of and with the consent, encouragement, knowledge, and ratification of Worthington; (b) under Worthington's authority, control, and supervision; and/or (c) within the scope of the employees' employment.

50. Worthington's actions, as set forth above, were willful, wanton and malicious, and were undertaken with reckless disregard for Ms. Thomas' rights.

C. The EEOC Proceedings

51. On May 20, 2003, Ms. Thomas timely filed a Charge of Discrimination with the EEOC.

52. On August 6, 2004, the EEOC issued a determination in Ms. Thomas' favor. The EEOC concluded, in part:

An analysis of the evidence shows that Charging Party was sexually harassed by the company President. The harassment included repeatedly being subjected to sexual propositions and requests for sexual favors, and other unwelcome verbal and physical conduct of a sexual nature. The evidence shows that Charging Party refused the President's sexual advances, informed him that his conduct was unwelcome and offensive, and personally complained to other management officials about the harassment. However the harassment did not cease and Respondent did nothing to address the situation until it was contacted by Charging Party's attorney. Sufficient evidence exists to conclude that Respondent subjected Charging Party to adverse employment actions, such as removing client leads, reducing her pay, and ultimately discharging her, because she refused the President's sexual advances and engaged in protected activity.

Exhibit A.

53. The EEOC further determined that "[t]he evidence showed that other similarly situated females were subjected to sexual harassment by Respondent, and that they suffered retaliation in the form of adverse employment actions, including economic reprisal and discharge." Exhibit A.

54. After unsuccessful conciliation, the EEOC filed this action on September 30, 2004.

D. Harm Suffered by Ms. Thomas as a Result of Worthington's Discrimination

55. As a result of Worthington's discriminatory conduct, Ms. Thomas suffered, and will in the future suffer, irreparable loss and injury including, but not limited to, economic loss, humiliation, embarrassment, emotional distress, and a deprivation of her right to equal employment opportunity.

56. Ms. Thomas' feelings of fear, distrust and insecurity as a result of her treatment by Worthington continue to affect her professional career even after her departure from Worthington. She feels anxious around male employers and is uncomfortable interacting with them. Worthington so degraded Ms. Thomas that she has experienced a loss of the confidence and self-esteem that are necessary to have an effective sales career, and has thus left her chosen profession.

COUNT I

**Sex Discrimination under 42 U.S.C. 2000e et seq.
(Hostile Work Environment and *Quid Pro Quo* Sexual Harassment)**

57. Paragraphs 1 through 56 are realleged and incorporated herein by reference.

58. Worthington's actions, described above, subjected Ms. Thomas to differential terms and conditions of employment because of her sex, in violation of Ms. Thomas' right to equal opportunity under Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq.

59. Worthington's discrimination, described above, is a series of separate but related acts that amounts to a continuing violation of 42 U.S.C. § 2000e et seq.

COUNT II

Retaliation under 42 U.S.C. 2000e et seq.

60. Paragraphs 1 through 56 are realleged and incorporated herein by reference.

61. As described above, Worthington retaliated against Ms. Thomas, including by reducing her salary and discharging her, because she opposed and complained about discriminatory employment practices, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq.

PRAYER FOR RELIEF

Wherefore, Ms. Thomas requests that this Court enter judgment in her favor and award her the following relief:

(1) Declare that the actions of Defendant described above constituted discrimination on the basis of sex and retaliation in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.;

(2) Order injunctive relief requiring Defendant to provide sexual harassment training and a sexual harassment policy to all management and employees;

(3) Award Ms. Thomas all lost salary, bonuses, commissions, and benefits that she would have received had Defendant not engaged in unlawful discrimination and retaliation, including appropriate back pay and front pay;

(4) Award Ms. Thomas compensatory damages in an amount to be determined at trial for her loss and injury including, but not limited to, economic loss, humiliation,

embarrassment, emotional distress, and deprivation of her right to equal employment opportunity regardless of her sex;

(5) Award Ms. Thomas punitive damages in an amount to be determined at trial that would punish Defendant for its willful, wanton, and reckless conduct and that would effectively deter Defendant from engaging in similar conduct in the future;

(6) Award Ms. Thomas prejudgment interest;

(7) Award Ms. Thomas reasonable attorneys' fees and costs incurred in this action and the administrative claims that preceded it; and

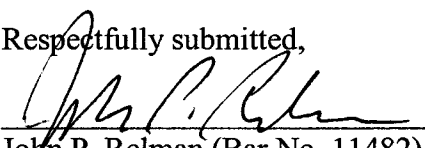
(8) Award such other relief as the Court deems appropriate and just.

JURY DEMAND

Plaintiff requests trial by jury as to all issues in this case.

Dated: February 3, 2005

Respectfully submitted,


John P. Relman (Bar No. 11482)
RELMAN & ASSOCIATES, PLLC
1225 19th St., N.W.
Suite 600
Washington, D.C. 20036
(202) 728-1888
(202) 728-0848 (fax)