



4. Jurisdiction is conferred on this Court over the subject matter of this litigation pursuant to 28 U.S.C. § 1331; 28 U.S.C. § 1343; 42 U.S.C. § 2000e *et. seq.*; and 29 U.S.C. § 621 *et. seq.*

5. The Court has supplemental jurisdiction over Washington’s state law claims pursuant to 28 U.S.C. § 1367.

6. Defendant is an “employer” as that term is defined by 42 U.S.C. § 2000e-(5)(f)(3) and 29 U.S.C. § 630(b).

7. Washington was an “employee” as that term is defined by 42 U.S.C. § 2000e(f) and 29 U.S.C. § 630(f).

8. Washington satisfied her obligation to exhaust her administrative remedies after having timely filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”) against Defendant, alleging race and age-based discrimination. Washington received the required Notice of Sue Rights and timely files this action.

9. A substantial part of the events, transactions and occurrences relevant to this lawsuit arose within the geographical environs of the Southern District of Indiana; thus, venue is proper in this Court.

#### **IV. FACTUAL ALLEGATIONS**

10. Washington, an African American, was born in 1969.

11. During February 2018, Washington was contacted by Robert Half staffing agency to discuss Washington’s potential employment with Defendant. Washington’s former supervisor, Cheryl Gatzmer, who is substantially younger and Caucasian, wanted to know if Washington

would resign from her position with Optum and come back to work for Defendant as a Revenue Cycle, Director.

12. Washington informed Robert Half that she would only leave her full-time position if she were to be paid at least the same amount as she was making with her current employer, given assurance that the position would be a permanent position, and given assurance that her medical coverage would start within thirty (30) days of employment.

13. On or about February 22, 2018, Defendant agreed to all of the terms proposed by Washington. As a result, Washington resigned from her position with Optum.

14. On or about March 12, 2018, Washington began her role as a Revenue Cycle, Director with Defendant. After she began, Washington was informed that she would have to complete an application, which was completed and placed into Washington's employment file.

15. At all relevant times, Washington met or exceeded Defendant's legitimate performance expectations.

16. On or about April 18, 2018, Washington recognized Ms. Gatzmer's behavior toward Washington was strange, which include, but is not limited to, Ms. Gatzmer ignoring Washington. Washington brought this change in behavior to the attention of Judi Morrison, Vice President of Human Resources, by stating that Washington hoped that Ms. Gatzmer did not offer her the position and subsequently give the position to someone else.

17. Ms. Morrison assured Washington that Ms. Gatzmer would not do such a thing.

18. On or about April 30, 2018, Ms. Gatzmer informed Washington that she was doing a good job. Later that day, Ms. Morrison informed Washington that she was correct on April 18,

2018, in that her employment was being terminated, and that the position was given to a substantially younger, Caucasian individual.

19. Similarly situated employees outside of Washington's protected classes were treated more favorably than Washington.

20. The reason given for Washington's termination/failure to hire is pretext for race discrimination and age discrimination, in violation of Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967.

## **V. CAUSES OF ACTION**

### **A. COUNT I – RACE DISCRIMINATION**

21. Washington hereby incorporates paragraphs one (1) through twenty (20) of her Complaint.

22. Defendant subjected Washington to less favorable terms and conditions of her employment due to her race, including, but not limited to, failure to hire her.

23. Defendant's actions were willful, intentional and in reckless disregard of Washington's rights as protected by Title VII of the Civil Rights Act of 1964.

24. Washington suffered damages as a result of Defendant's unlawful actions.

### **B. COUNT II – AGE DISCRIMINATION**

25. Washington hereby incorporates paragraphs one (1) through twenty-four (24) of her Complaint.

26. Defendant subjected Washington to less favorable terms and conditions of her employment due to her age, including, but not limited to, failure to hire her.

27. Defendant's actions were willful, intentional and in reckless disregard of Washington's rights as protected by the Age Discrimination in Employment Act of 1967.

28. Washington suffered damages as a result of Defendant's unlawful actions.

**C. COUNT III – PROMISSORY ESTOPPEL/DETRIMENTAL RELIANCE**

29. Washington hereby incorporates paragraphs one (1) through twenty-eight (28) of her Complaint.

30. Defendant represented and/or promised Washington that her conditions were met to begin employment with Defendant with the expectation that Washington would terminate her other employment and begin working for Defendant.

31. Washington reasonably relied on Defendant's promise and terminated her other employment to begin working for Defendant.

32. Washington has suffered damages and will continue to suffer damages due to her reliance on Defendant's representation and/or promise that she was approved to begin working for Defendant.

**D. COUNT IV – NEGLIGENT MISREPRESENTATION**

33. Washington hereby incorporates paragraphs one (1) through thirty-two (32) of her Complaint.

34. Defendant provided false information to Washington that she was hired and fully approved to begin working for Defendant.

35. The false information provided by Defendant induced Washington to terminate her other employment so that she could begin working for Defendant.

36. Washington justifiably relied on the false information and terminated her other employment.

37. Washington has suffered damages and will continue to suffer damages due to the false information provided by Defendant and her justifiable reliance thereon.

**VI. REQUESTED RELIEF**

WHEREFORE, Plaintiff, Sharon Washington, respectfully requests that this Court enter judgment in her favor and award her the following relief:

1. Promote Washington to the position, salary, and seniority level she would have enjoyed but for Defendant's unlawful actions; and/or payment to Washington of front pay in lieu thereof;
2. All wages, benefits, compensation, and other monetary loss suffered as a result of Defendant's unlawful actions;
3. Compensation for any and all other damages suffered as a consequence of Defendant's unlawful actions;
4. Liquidated damages;
5. Compensatory damages for Defendant's violations of Title VII;
6. Punitive damages for violations of Title VII;
7. Costs and attorney's fees incurred as a result of bringing this action;
8. Pre- and post-judgment interest on all sums recoverable; and
9. All other legal and/or equitable relief this Court sees fit to grant.

Respectfully submitted,

BIESECKER DUTKANCYH & MACER, LLC

/s/ Ryan Sullivan

Ryan Sullivan (Atty No. 34217-64)

8888 Keystone Crossing, Suite 1300

Indianapolis, IN 46240

Telephone: (317) 575-4108

Facsimile: (812) 424-1005

Email: rsullivan@bdlegal.com

*Attorneys for Plaintiff, Sharon Washington*

**DEMAND FOR JURY TRIAL**

Plaintiff, Sharon Washington, by counsel, requests a trial by jury on all issues deemed so triable.

Respectfully submitted,

BIESECKER DUTKANCYH & MACER, LLC

/s/ Ryan Sullivan

Ryan Sullivan (Atty No. 34217-64)

8888 Keystone Crossing, Suite 1300

Indianapolis, IN 46240

Telephone: (317) 575-4108

Facsimile: (812) 424-1005

Email: rsullivan@bdlegal.com