

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE

RICHARD MAYNOR,

Plaintiff,

vs.

CHATTANOOGA NEIGHBORHOOD
ENTERPRISE; and DAWN SCATES,

Defendants.

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Case No. 12CL076

JURY DEMAND

FILED IN OFFICE
PAULA T. THOMPSON, CLERK
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COMPLAINT

Now comes the Plaintiff, Richard Maynor (also referred to as "Plaintiff"), by and through counsel, and for his Complaint against the Defendants, Chattanooga Neighborhood Enterprise (also referred to as "CNE"), and Dawn Scates, states as follows:

I.

1. Plaintiff is a resident of Hamilton County, Tennessee.
2. Defendant, Chattanooga Neighborhood Enterprise is a Tennessee Corporation with its principal place of business located at 1301 Market Street, Suite 100, Chattanooga, TN 37402.
3. Defendant Dawn Scates is a resident of Hamilton County, Tennessee, with a residence located at 1414 South Moore Road, Chattanooga, TN 37412.
4. The incidents complained of occurred Hamilton County, Tennessee.
5. Jurisdiction and venue are proper in the Circuit Court of Hamilton County, Tennessee.

II.

6. Carlos Camacho, David Johnson and Dawn Scates are servants and agents of Chattanooga Neighborhood Enterprise, Inc. Chattanooga Neighborhood Enterprise is liable for the actions of its agents, including Carlos Camacho, David Johnson and Dawn Scates under the doctrines of respondeat superior or, principal and agent, master and servant and apparent agency. Defendant Scates is alleged to have acted individually and as an agent and servant of CNE.

III.

7. On August 01, 2010, the Plaintiff was hired as a maintenance property management employee. He worked exclusively for CNE.

8. The Plaintiff was given an office/cubicle at the principal place of business of the defendant CNE. The Plaintiff had his own telephone extension with the defendant company. The Plaintiff had an e-mail address under the host "@cne.com". The Plaintiff had the authority to approve checks. The Plaintiff was registered as a user on the company charge account with Ace Hardware and Sherman Williams. The tools that the Plaintiff would use as a part of his employment were owned by the defendant. The Plaintiff was paid every two (2) weeks as other employees. When his contract expired in 2010, he was told by Defendant Skates, "not to worry about it," and that his work would continue indefinitely. Mr. Maynor considered himself to be an employee of CNE.

9. In the alternative to the Plaintiff being an employee, he was a loaned servant under the direct control and supervision of CNE.

10. After the employee began his employment with the defendant CNE, Defendant Scates, the Human Resources and Operations Manager for CNE, pursued him for a sexual relationship. They eventually did become sexually involved. Defendant Scates attempted to hide this relationship as she was married and as the Plaintiff was an employee.

11. After the relationship began, Defendant Scates placed the Plaintiff's cubicle across from her office door. She would become angry if talked to female employees. She would send him sexual text messages and make advances upon him personally and over the telephone. She would become irate if he would ignore her advances and would withhold work from him.

12. In 2010, Defendant Scates asked the Plaintiff to approve several checks of contractors that appeared to the Plaintiff to be excessive. For example, one such check was charging \$600 for an exhaust fan for which the part should only cost \$13 and the labor should only be \$300. The Plaintiff told Defendant Scates that he would not approve the check because he believed that she was colluding with the contractor on that claim to skim the excess as a kickback. Defendant Scates told the Plaintiff he could make good money in this way. The Plaintiff said he was not going to perform illegal acts.

13. The Plaintiff terminated the sexual relationship on or around Christmas of 2010. After the Plaintiff terminated the relationship, Defendant Scates continued to pursue him and continued to send him sexually provocative text messages. As the Plaintiff refused Defendant Scates' advances, his working environment became extremely hostile, and projects were withheld from the Plaintiff.

14. The Plaintiff reported a sexual harassment and hostile work environment claim to Lisa Fields, the assistant to the CEO of CNE, David Johnson. The Plaintiff was sent to the offices of the attorneys for CNE, who asked him why he was bothering to tell them about the harassment. The attorneys also asked for his cellular telephone which held the harassing text messages that were sent from Defendant Scates. Upon information and belief, Ms. Fields reported back to Defendant Scates that the Plaintiff had reported the sexual harassment.

15. The hostile treatment of the Plaintiff continued and his work slowed down more as Defendant Scates withheld numerous projects from the Plaintiff.

16. On May 31, 2011, the Plaintiff asked Carlos Camacho where his check was. Mr. Camacho told the Plaintiff that his services were no longer needed.

17. Later that afternoon, upon information and belief Carlos Camacho had a discussion with Defendant Scates and CEO David Johnson in the office of Defendant Scates. During that conversation, they were discussing the Plaintiff and laughing saying he "could not do anything to CNE about sexual harassment." Carlos Camacho then instructed Defendant Scates to send a certified letter to the Plaintiff stating CNE was not in a position to have a maintenance contract and no longer needed his services.

18. During the first week of June 2011, Defendant Scates approached an employee named Samantha Edmondson and asked her to fill out a statement stating that the Plaintiff did not follow the bid procedure properly. She declined and was later asked again by Carlos Camacho to fill out such a statement and was told just to do it and that "it would not come back on her." The employee refused to fill out a statement because she did not think that what was requested of her to be written was not truthful. She instead wrote a statement that Mr. Maynor did follow the proper procedures during his employment.

IV.

19. The defendant CNE discharged the Plaintiff in retaliation for his refusal to go along with the illegal activities of Defendant Scates and for his reporting of the sexual harassment of him by Defendant Scates. At the time of his termination, the Plaintiff was an employee of the defendant Chattanooga Neighborhood Enterprise and he was terminated based upon his refusal to participate in or remain silent about illegal activities. There is an exclusive causal relationship between this refusal and his termination.

V.

20. The defendant CNE wrongfully discharged the Plaintiff in violation of *Tennessee Code Annotated* 50-1-304. The defendant CNE discharged the Plaintiff in retaliation for his refusal to go along with the illegal activities of Defendant Scates and for his reporting of the sexual harassment of him by Defendant Scates. At the time of his termination, the Plaintiff was an employee of the Defendant CNE. He was terminated based upon his refusal to participate in or remain silent about illegal activities. There is an exclusive causal relationship between his refusal and his termination.

VI.

21. The Plaintiff pleads in the alternative, if he is found to be an independent contractor, that he had a contract with CNE to conduct maintenance work, to oversee the work of contractors for CNE, review their bids, and make payments.

22. Defendant CNE breached the contract by terminating his services.

VII.

23. The Plaintiff pleads in the alternative, if he is found to be an independent contractor, that the Defendant Scates encouraged, influenced, participated in and/or directed the decision of Defendant CNE to terminate the Plaintiff's contract, based upon her own self interest after the Plaintiff alleged sexual harassment against Defendant Scates and after the Plaintiff became aware of her illegal activities and refused to go along with them.

VIII.

24. Defendant Scates acted in her own self-interest when she encouraged, influenced, participated in and/or directed the decision of defendant CNE to terminate the Plaintiff's contract.

25. In so doing, Defendant Scates conspired with Carlos Camacho, David Johnson and likely other agents of CNE to sever the employment, or in the alternative, to terminate the contract, of the Plaintiff as CNE sought to remove the Plaintiff based upon his allegations of sexual harassment against their Human Resources and Operations Manager.

IX.

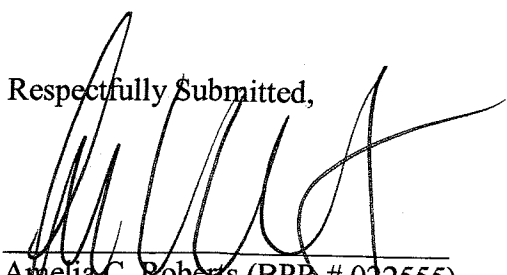
26. The Defendants acted intentionally, maliciously, recklessly, and fraudulently in their actions of removing the Plaintiff and sending him notification that his termination was based upon a pretextual premise that his services were no longer needed.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

1. That Plaintiff have proper process to compel defendants to appear and answer by service of copy of the summons and complaint in this cause but their oath to said answer is waived.
2. That an injunction be issued prohibiting the aforesaid practices in the future.
3. That Plaintiff be awarded attorneys fees to prosecute this action.
4. That Plaintiff be awarded damages for his lost time of work both backward and forward since reinstatement would place the Plaintiff in a hostile environment.
5. That Plaintiff be awarded actual damages for the conspiracy against him and for the violation of his constitutional, statutory, and common law rights which were intentionally committed by the defendants.
6. That Plaintiff be awarded punitive or exemplary damages to deter defendants from repeating this wrong doing and trespass.

7. That Plaintiff be awarded discretionary costs for the bringing of this action together with prejudgment interest.
8. That Plaintiff be allowed an election of remedies after bifurcation of his trial.
9. That Plaintiff have a jury to try to issues when joining.
10. That Plaintiff be awarded the amount of \$2,000,000.00, which is inclusive of the various damages outlined above.
11. That Plaintiff have such other and further general relief to which he is entitled into which this honorable court's finds suitable, equitable and proper.

Respectfully Submitted,



Amelia C. Roberts (BPR # 022555)
CONNER & ROBERTS, PLLC
Attorneys for Plaintiff
1222 Tremont Street, Suite 102
Chattanooga, TN 37405
(423) 266-2144

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE

TODD MAYNOR,

Plaintiff,

vs.


CHATTANOOGA NEIGHBORHOOD
ENTERPRISE,

Defendant.

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Case No. 12C1022

JURY DEMAND

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COMPLAINT

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III.

6. On or about July of 2010, the Plaintiff was hired as a Project Manager for the Defendant.

7. The Plaintiff worked with funds from a program known as CBGR, which had allocated funds for an assistant. However, the CNE CEO, David Johnson, used the funds for an assistant in the weatherization program, which was separate from CBGR. When the Plaintiff told the CEO that the funds under law could not be used outside of the CBGR program, Mr. Johnson became angry with the Plaintiff and said that "no one is going to tell me how use my money." David Johnson became angry that the Plaintiff told another co-worker about this improper use of funds and demanded that the Plaintiff not discuss it with anyone else.

8. After this incident, things became more hostile for the Plaintiff at work.

9. In June of 2011, the hostile treatment increased further after the Plaintiff's brother, Richard Maynor, was terminated after he complained of sexual harassment from the Human Resources Manager, Dawn Skates, as Richard Maynor was harassed after terminating an affair with Mrs. Skates.

10. After Richard Maynor's termination, the Plaintiff continued to stay in contact with his brother and it was known at work that the Plaintiff had detailed information about his brother's sexual harassment allegations and that he knew the details of the affair which the married Mrs. Skates wanted to hide. The Plaintiff refused to distance himself from his brother or go along with the false stories being told about him.

11. Dawn Skates told Richard Maynor in a text message that she would make sure that Todd Maynor never received a promotion.

12. During this time David Johnson also approached a contractor and asked him if he would help him "build a case" on Mr. Maynor. This same thing was also asked of another employee.

13. During the eighty-three (83) days between Richard Maynor's termination and Todd Maynor's termination, Dawn Skates (the person against whom the claimant's brother had alleged sexual harassment), constantly found ways to antagonize the claimant and would take him off of projects on which he was working.

14. In August of 2011, prior to the Plaintiff's termination, David Johnson, the Defendant's CEO and Carlos Camacho, the Defendant's CFO, brought the Plaintiff into the CEO's office and said he needed to pay the contractors as they were not being paid. The Plaintiff told them that he had no control over them receiving a check and explained that his job is just to approve the invoices and that the Accounting Department would actually issue the checks. Mr. Camacho was over the Accounting Department. After the CEO left the room, the CFO, Mr. Camacho, directed the Plaintiff to write an email to so they were "re-doing" the accounting system and send it to the contractors and not let the CEO know about it. The CFO was trying to get the Plaintiff to write this email to protect

himself as actually issuing the checks is in the job responsibilities of the CFO. The Plaintiff told the CFO he was not comfortable with the email and uncomfortable with sending the email only to the contractors and not to the CEO.

15. Just days after the events described in Paragraph 14, the CFO threatened Mr. Maynor, saying to him, "I want to take you to the parking lot and kick you're a**," and calling Mr. Maynor a "p****." Just two (2) days prior to Mr. Maynor's discharge, Mr. Camacho 'whipped' Mr. Maynor on the back with an Ethernet cable, causing a red welt.

IV.

16. The defendant CNE discharged the Plaintiff in retaliation for his refusal to participate in and refusal to remain silent about the misuse of company funds and based upon his refusal to remain silent about his brother's termination after himself complaining of sexual harassment, and his complaints about it.

17. At the time of his termination, the Plaintiff was an employee of the defendant Chattanooga Neighborhood Enterprise and he was terminated based upon his refusal to participate in or remain silent about illegal activities. There is an exclusive causal relationship between this refusal and his termination.

V.

18. The defendant CNE wrongfully discharged the Plaintiff in violation of *Tennessee Code Annotated* 50-1-304. The defendant CNE discharged the Plaintiff in retaliation for his refusal remain silent about or go along with the illegal and discriminatory activities of CNE. At the time of his termination, the Plaintiff was an employee of the Defendant CNE. He was terminated based upon his refusal to participate in or remain silent about illegal activities. There is an exclusive causal relationship between his refusal and his termination.

VI.

19. The Defendant, through its agents, acted intentionally, maliciously, recklessly, and fraudulently in their actions of terminating the Plaintiff.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

A. That Plaintiff have proper process to compel defendant to appear and answer by service of copy of the summons and complaint in this cause but their oath to said answer is waived.

B. That an injunction be issued prohibiting the aforesaid practices in the future.

C. That Plaintiff be awarded attorneys fees to prosecute this action.

D. That Plaintiff be awarded damages for his lost time of work both backward and forward since reinstatement would place the Plaintiff in a hostile environment.

E. That Plaintiff be awarded punitive or exemplary damages to deter defendants from repeating this wrong doing and trespass.

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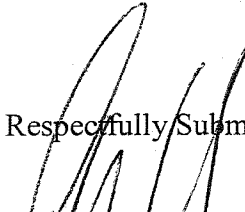
G. That Plaintiff be allowed an election of remedies after bifurcation of his trial.

H. That Plaintiff have a jury to try to issues when joining.

I. That Plaintiff be awarded the amount of \$5,000,000.00, which is inclusive of the various damages outlined above.

J. That Plaintiff have such other and further general relief to which he is entitled into which this honorable court's finds suitable, equitable and proper.

Respectfully Submitted,

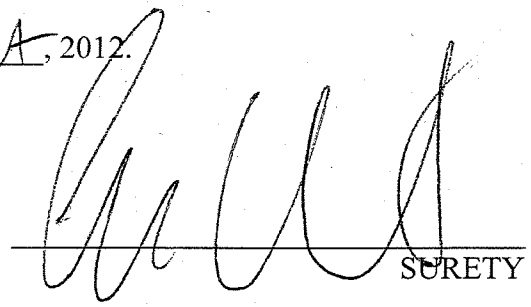


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COST BOND


I hereby acknowledge and bind myself for the prosecution of this action and payment of all nondiscretionary costs in this Court, which may at any time be adjudged against the plaintiff/petitioner in the event said plaintiff/petitioner shall not pay them.

Witness my hand this 2nd day of August, 2012.



SURETY

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BY 

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE

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PAULA T. THOMPSON, CLERK

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TODD MAYNOR,

Plaintiff,

v.

CASE NO. 12-c-1022

CHATTANOOGA NEIGHBORHOOD
ENTERPRISE,

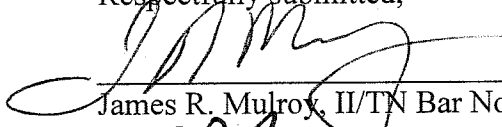
Defendant.

III

**NOTICE OF APPEARANCE OF JAMES R. MULROY, II AND O. JOHN NORRIS, III
ON BEHALF OF DEFENDANT CHATTANOOGA NEIGHBORHOOD ENTERPRISE**

James R. Mulroy, II and O. John Norris, III, attorneys with Jackson Lewis, LLP, 999 Shady Grove Road, Suite 100, Memphis, Tennessee 38120, hereby enters their appearance on behalf of the Defendant Chattanooga Neighborhood Enterprise in the above-styled lawsuit.

Respectfully submitted,


James R. Mulroy, II/TN Bar No. 000098


O. John Norris, III/TN Bar No. 017504
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