

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

HELEN MASONIS,)	
)	
Plaintiff,)	
)	
vs.)	Civil Action No.
)	
WAL-MART STORES EAST, L.P.,)	
)	
Wal-Mart.)	JURY TRIAL DEMANDED

COMPLAINT IN CIVIL ACTION

AND NOW, comes the Plaintiff, Helen Masonis, by her attorney, John Newborg, Esquire, and sets forth the following:

JURISDICTION AND VENUE

1. This action is brought and jurisdiction lies pursuant to Section 706 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-5 (herein "Title VII"). The Court also has pendent jurisdiction over the state claim which arises under the Pennsylvania Human Relations Act, 43 P.S. §951 et seq. (herein "PHRA") and state common law. All discriminatory practices alleged have occurred within the Commonwealth of Pennsylvania and within this judicial district.
2. All conditions precedent to jurisdiction under §706 of Title VII, 42 U.S.C. §2000e-5, have occurred or been complied with.
 - a. Charges of employment discrimination on the basis of sex and retaliation were filed with the Equal Employment Opportunity Commission ("EEOC") and the Pennsylvania Human Relations Commission ("PHRC") within 180

days of the commission of the unlawful employment practices alleged herein.

- b. A Notice of Right to Sue was issued by the EEOC on or about October 29, 2007, and received by Plaintiff on or about October 30, 2007.
- c. This complaint has been filed within 90 days of receipt of the EEOC's Notice of Right to Sue.

PARTIES

3. Plaintiff Helen Masonis (herein "Plaintiff"), is a female citizen of the United States of America and resides at 3435 Smithtown Road, Falls Creek, Jefferson County, PA 15840.
4. Wal-Mart Stores East, L.P., (hereinafter "Wal-Mart) is a limited partnership with a place of business located at 100 Wal-Mart Drive, Woodland, Clearfield County, PA 16881.
5. Wal-Mart is a "person" within the meaning of §701(a) of Title VII, 42 U.S.C. §2000e(a).
6. Wal-Mart is engaged in an "industry affecting commerce" within the meaning of §701(h) of Title VII, 42 U.S.C. §2000e(h).
7. Wal-Mart employs 15 or more employees and is an "employer" within the meaning of §701e(b) and (h) of Title VII, 42 U.S.C. §2000e(b) and (h).
8. At all times material hereto, Plaintiff was an "employee" within the meaning of Title VII, 42 U.S.C. §2000e(f).
9. At all times material hereto, Wal-Mart has been an "employer" within the meaning of the PHRA, 43 P.S. §954(b).

10. At all times material hereto, Plaintiff was an "employee" within the meaning of the PHRA, 43 P.S. §954(c).
11. At all times relevant hereto, Wal-Mart acted or failed to act by and through its duly authorized agents, servants and employees, who conducted themselves within the scope and course of their employment.

STATEMENT OF FACTS

12. At all times material hereto, Plaintiff was employed as a Manager of the Case Lot Area for Wal-Mart.
13. Plaintiff always faithfully and properly performed her duties.
14. During the course of Plaintiff's employment, Plaintiff was subjected to disparate treatment on account of her gender.
15. While employed at Wal-Mart, Plaintiff became estranged from her husband and ultimately separated from him and Plaintiff is now currently divorced from her husband.
16. After separating from her husband, Plaintiff, over time, developed a relationship with a co-employee by the name of Ward Thomas.
17. Ward Thomas worked in the Distribution Area of Order Filling as supervisor, which is a different department than the Plaintiff.
18. Plaintiff and Ward Thomas were not in a direct line of supervision relationship with each other at work.
19. The social relationship between Plaintiff and Ward Thomas did not violate the fraternization policy of Wal-Mart.

20. The senior management at Wal-Mart and the Human Relations Department of Wal-Mart knew that the relationship between Plaintiff and Ward Thomas did not violate the fraternization policy of Wal-Mart.
21. Despite the knowledge that the relationship between Plaintiff and Ward Thomas did not violate the fraternization policy of Wal-Mart, senior management at Wal-Mart, upon learning of the burgeoning relationship between Plaintiff and Ward Thomas, instituted a bogus "investigation" falsely claiming that the investigation was to determine if the relationship between Plaintiff and Ward Thomas violated the fraternization policy of Wal-Mart.
22. The purpose of said "investigation" was to harass and embarrass the Plaintiff and to obtain intimate and private information from the Plaintiff with no legitimate business purpose.
23. The so-called "investigation" subjected the Plaintiff to two highly embarrassing and offensive closed door interviews conducted by senior management personnel.
24. After Plaintiff and Ward Thomas were subjected to two interviews each, none of which served any legitimate business purpose, the Plaintiff was fired on October 2, 2006 for being untruthful in the two interviews, with senior management claiming that Ward Thomas provided differed information from the information provided by Plaintiff.
25. Although the interviews served no legitimate business purpose, and were highly offensive, Plaintiff did her best to provide accurate information.

26. As Wal-Mart management knew before they instituted the bogus "investigation", the official Wal-Mart "Exit Interview" Form which the Plaintiff received upon the termination of her employment confirmed that the Plaintiff had not violated the fraternization policy of Wal-Mart.
27. Wal-Mart subjected Plaintiff to the harassing and offensive interviews on the basis of her gender.
28. Wal-Mart fired Plaintiff on the basis of her gender.
29. The claim that Plaintiff was fired for not being truthful, was merely a pretext for the real reason for firing the Plaintiff, which was because of Plaintiff's gender.
30. Wal-Mart followed a policy of applying disparate standards with respect to its male managers' relationship with women employees as opposed to the treatment of Plaintiff.
31. The disparate treatment consisted of the following:
 - (a) With respect to male manager Anthony Waslosky:
 - (i) Mr. Waslosky was the manager of the Break Pack Department;
 - (ii) While manager of the Break Pack Department, Mr. Waslosky developed a relationship with Deb Hamilton, an hourly employee in the Break Pack Department.
 - (iii) Deb Hamilton was under the direct supervision of Mr. Waslosky during their relationship;
 - (iv) The relationship between Mr. Waslosky and Deb Hamilton was a violation of the fraternization policy;
 - (v) When senior management at Wal-Mart learned of the relationship between Mr. Waslosky and Deb Hamilton, they did not subject Mr. Waslosky to an intrusive and abusive interview regarding the relationship;

- (vi) Mr. Waslosky was not disciplined in any way as a result of the relationship he formed with Deb Hamilton.

(b) With respect to male manager Shawn Fledderman:

- (i) Mr. Fledderman was the manager of the Freight Identification Department;
- (ii) While manager of the Freight Identification Department, Mr. Fledderman developed a relationship with Tammy Butlin, an hourly employee in the Freight Identification Department.
- (iii) Tammy Butlin was under the direct supervision of Mr. Fledderman during their relationship;
- (iv) The relationship between Mr. Fledderman and Tammy Butlin was a violation of the fraternization policy;
- (v) When senior management at Wal-Mart learned of the relationship between Mr. Fledderman and Tammy Butlin, they did not subject Mr. Fledderman to an intrusive and abusive interview regarding the relationship;
- (vi) Mr. Fledderman was not disciplined in any way as a result of the relationship he formed with Tammy Butlin .

(c) With respect to male manager Michael Shaddix:

- (i) Mr. Shaddix was the General Manager of the Wal-Mart facility involved in this case;
- (ii) While general manager of the facility, Mr. Shaddix developed a relationship with Lil Reit, another manager at the facility;
- (iii) Lil Reit was under the direct supervision of Mr. Shaddix during their relationship;
- (iv) The relationship between Mr. Shaddix and Lil Reit was a violation of the fraternization policy;
- (v) At the time Mr. Shaddix developed his relationship with Lil Reit, Lil Reit was married and living with her husband, who was another employee at the facility;

- (v) When senior management at Wal-Mart learned of the relationship between Michael Shaddix and Lil Reit, they did not terminate the employment of Michael Shaddix.
- (d) With respect to male manager Kevin Robison:
- (i) Mr. Robison was the Personnel Manager of the Wal-Mart facility involved in this case;
 - (ii) While manager of the Personnel Department, Mr. Robison attended a year beginning meeting in Louisville, Kentucky;
 - (iii) Also in attendance at the meeting in Kentucky was Kim Ames, who was under the direct supervision of Mr. Robison;
 - (iv) At the meeting Mr. Robison engaged in intimate contact with Kim Ames;
 - (v) After the meeting, when the employees who participated in the meeting returned home, Mr. Robison's behavior with Kim Ames became common knowledge at Wal-Mart;
 - (vi) Mr. Robison was not disciplined in any way as a result of his conduct
- (e) With respect to male manager Brian Rosenberger:
- (i) Mr. Rosenberger was the General Manager of the Wal-Mart facility involved in this case;
 - (ii) While manager, Mr. Rosenberger inappropriately touched Melissa Lumadue, an employee under his supervision;
 - (iii) Melissa Lumadue filed an internal complaint regarding the incident;
 - (iii) When senior management at Wal-Mart learned of this improper behavior, they did not discipline Mr. Rosenberger in any way.

32. Wal-Mart treats a situation where a male manager interacts with a female employee differently than when a female manager interacts with a male employee.
33. This disparate treatment is the real reason the Plaintiff was subjected to the improper interviews and was the real reason the Plaintiff was fired.

TITLE VII ACTION

34. Plaintiff incorporates by reference her allegations set forth above in Paragraphs 1 through 33, inclusive, as if more fully set forth herein.
35. Wal-Mart took the actions set forth above on account of Plaintiff's gender.
36. By virtue of Wal-Mart's actions as described above, Wal-Mart violated Title VII.
37. Wal-Mart's discriminatory conduct was taken with malice and with reckless indifference to the federally protected rights of Plaintiff.
38. Wal-Mart's discriminatory conduct has caused, continues to cause, and will cause Plaintiff to suffer substantial damages for future pecuniary losses, mental anguish, humiliation, emotional distress.
39. Wal-Mart's discriminatory conduct has caused, continues to cause, and will cause Plaintiff irreparable harm through her loss of such equivalent employment and through her loss of employment benefits.
40. Pursuant to Section 706 of Title VII, 42 U.S.C. §2000e-5, Plaintiff is entitled to back pay and lost benefits resulting from Wal-Mart's discriminatory treatment of her.

41. Pursuant to Section 706 of Title VII, 42 U.S.C. §2000e-5, Plaintiff is entitled to injunctive relief, with all previous benefits intact. Plaintiff is also entitled to injunctive relief enjoining Wal-Mart from engaging in any further prohibited discrimination against Plaintiff on the basis of her gender.
42. Plaintiff is entitled to reasonable attorney's fees, including litigation expenses, and the costs in this action.

RELIEF REQUESTED

Plaintiff prays the Court to grant her the following relief:

- a. Judgment in her favor and against Wal-Mart for back pay and loss of employment benefits from October 2, 2006, plus interest until paid in full.
- b. Injunctive relief placing Plaintiff into her last position.
- c. Injunctive relief restraining Wal-Mart from any further prohibited discrimination against Plaintiff.
- d. An award of compensatory damages in an amount to be determined at trial.
- e. An award of punitive damages in an amount to be determined at trial.
- f. An award of reasonable attorney's fees, including litigation expenses and costs.
- g. Such other further relief as the Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

PENDENT CLAIM UNDER PHRA

43. Plaintiff incorporates by reference the allegations set forth above in Paragraphs 1 through 33, inclusive, as if more fully set forth herein.
44. By virtue of Wal-Mart's actions, as more fully set forth above, Wal-Mart has discriminated against Plaintiff because of her gender in violation of the PHRA, 43 P.S. §955(a).
45. By virtue of Wal-Mart's actions as described above, Wal-Mart has violated the PHRA.
46. As a result of said violation of the PHRA by Wal-Mart, Plaintiff has suffered, and will continue to suffer damages for which recovery is allowed under the PHRA, 43 P.S. §962(c).

RELIEF REQUESTED

Plaintiff prays the court to grant her the following relief:

- a. Judgment in her favor and against Wal-Mart for back pay and loss of employment benefits from October 2, 2006, plus interest until paid in full.
- b. Injunctive relief placing Plaintiff into her last position.
- c. Injunctive relief restraining Wal-Mart from any further prohibited discrimination against Plaintiff.
- d. An award of compensatory damages in an amount to be determined at trial.
- e. An award of punitive damages in an amount to be determined at trial.
- f. An award of reasonable attorney's fees, including litigation expenses and costs.

- g. Such other further relief as the Court deems just and proper, and all relief to which she is entitled under the PHRA.

Respectfully submitted,

Dated: 1-18-07

By: s/John Newborg
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