IN THE UNITED STATES DISTRICT COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

CIVIL ACTION NO.: 3:17-cv-474

NILOUFAR SANIRI,)
Plaintiff,))
VS.	NOTICE OF REMOVAL
CHRISTENBURY EYE CENTER, P.A.,	TO FEDERAL COURT
JONATHAN CHRISTENBURY, M.D.	,)
and ELLIE PENA-BENARROCH,	
)
Defendants.)

TO: UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

Defendants CHRISTENBURY EYE CENTER, P.A. ("CEC"), JONATHAN CHISTENBURY, M.D. ("Dr. Christenbury") and ELLIE PENA-BENARROCH ("Pena-Benarroch") (collectively referred to as Defendants"), by and through their undersigned counsel, hereby remove the above-entitled action from the General Court of Justice, Superior Court Division of Mecklenburg County, North Carolina, to the United States District Court for the Western District of North Carolina, Charlotte Division, pursuant to 28 U.S.C. § 1331 and 1441. In support of this Notice of Removal, Defendants state as follows:

- 1. This action is being removed to the Federal Court based on federal question jurisdiction in that the action arises under the laws of the United States, name the Title VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. § 2000(e), et. seq. "Title VII."
- 2. On June 21, 2017, Plaintiff filed an Application to extend the time to file Complaint in the General Court of Justice, Superior Court Division for Mecklenburg County,

North Carolina, which was granted by the Court. This action was captioned *Niloufar Saniri v. Christenbury Eye Center, P.A., Jonathan Christenbury, M.D., and Ellie Pena-Benarroch* and was assigned case number 17 CVS 11532 (hereinafter "State Action").

- 3. On or about July 11, 2017, Plaintiff filed her Complaint with the Mecklenburg County Superior Court.
- 4. On or about July 12, 2017, Pena-Benarroch was served with a copy of the Complaint via Federal Express.
- 5. On or about July 12, 2017, CEC was served with a copy of the Complaint via Federal Express.
- 6. On or about July 28, 2017, Dr. Christenbury was served with a copy of the Complaint by a Mecklenburg County Sheriff.
- 7. Pursuant to the provisions of 28 U.S.C. § 1446, a copy of the Application and Order Extending Time to File Complaint and Civil Summons are attached hereto as Exhibit "A" and incorporated herein by reference. The Delayed Service of Complaint and Complaint are attached hereto as Exhibit "B" and incorporated herein by reference. A copy of the Affidavit of Service is attached hereto as Exhibit "C."
- 8. This Notice is being filed within thirty (30) days of the earliest date of service of the Complaint in this cause on one of the Defendants. Accordingly, this Notice is timely filed pursuant to 28 U.S.C. § 1446(b).
- 9. In the Complaint, Plaintiff purports to assert claims against Defendants based on one or more federal statutes, including alleged claims arising under Title VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. § 2000(e), et. seq., and for the reason that

the Plaintiff alleges that the Defendants violated her rights under said statute. Further, Defendants contend that the District Court will be acting within its discretion by exercising supplemental jurisdiction over any potential state law claims, pursuant to 28 U.S.C. § 1367(a).

- 10. Based on federal question jurisdiction, Defendants contend that the aforesaid State Court lawsuit may be removed to Federal Court by the Defendants pursuant to 28 U.S.C. § 1441(a).
- 11. No further proceedings have occurred in regards to the Complaint. Defendants have not served any Answer or other responsive pleading to the Summons and Complaint, nor made any appearance, argument or request for relief before the General Court of Justice, Superior Court Division for Mecklenburg County, North Carolina.
- 12. This removal is timely in that it is filed with the United States District Court for the Western District of North Carolina, Charlotte Division, within thirty (30) days of the service of the Summons and Complaint in the State Action, in accordance with 28 U.S.C. § 1446(b). Defendants are filing contemporaneously herewith a Notice of Removal with the Clerk of the General Court of Justice, Superior Court Division for Mecklenburg County, North Carolina, informing the State and the Plaintiff that the State Action is being removed. A copy of the State Court Notice of Removal is attached hereto as Exhibit D.
- 13. Defendants submit this Notice without waiving any defenses to the claims asserted by Plaintiff or conceding that Plaintiff has alleged claims upon which relief may be granted.

WHEREFORE, Defendants pray that this action be removed from the General Court of Justice, Superior Court Division of Mecklenburg County, North Carolina, to the United States District Court for the Western District of North Carolina, Charlotte Division.

Respectfully submitted this the 11th day August, 2017.

JACKSON LEWIS P.C.

BY: /s/ Ann H. Smith

ANN H. SMITH N.C. State Bar No. 23090 Attorneys for Defendants 3737 Glenwood Avenue, Suite 450

Raleigh, NC 27612

Telephone: (919) 760-6460 Facsimile: (919) 760-6461

Email: Ann.Smith@jacksonlewis.com

IN THE UNITED STATES DISTRICT COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

CIVIL ACTION NO.: 3:17-cv-474

NILOUFAR	SANIRI,)		
	Plaintiff,))		
VS.		CERTIFICATE OF		
JONATHAN	BURY EYE CENTER, P.A., N CHRISTENBURY, M.D. PENA-BENARROCH,	SERVICE)))))		
	Defendants.)		
The undersigned certifies that on August 11, 2017, a copy of the attached Notice of Removal				
to Federal Cou	rt was electronically filed with	the Clerk of the Court, using the Court's CM/ECF		
electronic ser	vice system, and served on all p	parties to this cause by:		
	Hand delivering a copy hereo	f to the said party addressed as follows:		
	Depositing a copy hereof, postage prepaid, in the United States Mail, addressed said party as follows:			
Depositing a copy hereof with a nationally recognized overnight courier service for overnight delivery, addressed to each said party as follows:				
	Telecopying a copy hereof to	each said party as follows:		
Margaret B. Maloney Maloney Law & Associates, PLLC 1824 East Seventh Street Charlotte, NC 28204 mmaloney@maloneylegal.com Attorneys for Plaintiff				

JACKSON LEWIS P.C.

BY: /s/ Ann H. Smith

ANN H. SMITH

N.C. State Bar No. 23090 Attorneys for Defendants

3737 Glenwood Avenue, Suite 450

Raleigh, NC 27612

Telephone: (919) 760-6460 Facsimile: (919) 760-6461

Email: Ann.Smith@jacksonlewis.com

4820-8852-1036, v. 1

STATE OF NORTH CAROLINA	File No. 1531 17-CV-				
Mecklenburg County	In The General Court Of Justice District Superior Court Division				
Name Of Plaintiff					
Niloufar Saniri	APPLICATION AND ORDER				
VERSUS JUL 2 P 1: 13	EXTENDING TIME TO				
Name Of Defendant	FILE COMPLAINT				
Christenbury Eye Center, P.A., Jonathan Christenburg M.P.S. and Ellie Pena-Benarroch	G.S. 1A-1, Rule 3				
APPLIC	ATION				
The undersigned requests permission to file a complaint in th Application, as provided in Rule 3 of the Rules of Civil Proced	is action within twenty (20) days of any order granting this lure. The nature and purpose of the action are:				
Name And Purpose Of The Action					
Violations of Title VII of the Civil Rights Act of 1964 ("Title VII"), policy - North Carolina Equal Employment Practices Act; wrongful Hour Act; assault and battery; negligent/intentional infliction of emo and, breach of contract.	discharge in violation of public policy - North Carolina Wage and				
06-21-2017 Signature (1)	Well Applicant A				
ORD					
The Court states that the nature and purpose of this action are as set forth above.					
Therefore, it is ORDERED that permission is granted to the ap the date shown below.	plicant to file a complaint in this action up to and including				
ile Complaint On Or Before 07-11-2017	Pale Of Order / . 11 . 17				
(Date must be within 20 days of date of Older.)	Assistant Clerk Of Superior Court				
a de la constante de la consta					
NOTE: Under Rule 3 of the Rules of Civil Procedure, upon entry of this Orde, must be served in accordance with the provisions of Rule 4. A comple complaint must be served in accordance with the provisions of Rule 4 within the above period, the action shall abate.	aint must be filed in this action within the period provided above and that				

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EXHIBIT

	17-CV
Mecklenburg County	Film No.
,	In The General Court Of Justice
	☐ District ☑ Superior Court Division
ame Of Plaintiff	
Niloufar Saniri	
	CIVIL SUMMONS
VERSUS	TO BE SERVED WITH
ame Of Defendant(s)	ORDER EXTENDING
Christenbury Eye Center, P.A., Jonathan Christenbury, M.D.,	
and Ellie Pena-Benarroch	TIME TO FILE COMPLAINT
	G.S. 1A-1, Rule 4
TO:	то:
ame And Address Of Defendant 1	Name And Address Of Defendant 2
llie Pena-Benarroch	Ellie Pena-Benarroch
621 Randolph Rd., #100	7009 Carnwarth Ln
harlotte, NC 28211	Fort Mill, South Carolina 29707
Control of the contro	
You are notified to appear and answer the complaint of the	plaintiff as follows:
Serve a copy of your written answer to the complaint u after you have been served with the complaint as authors.	plaintiff as follows: pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by y or by mailing a copy to one of them at his/her last known
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as autho delivering a copy to the plaintiff or the plaintiff's attorne address. 	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by y or by mailing a copy to one of them at his/her last known
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as authorized delivering a copy to the plaintiff or the plaintiff's attorne address. File the original of the written answer with the Clerk of State of State or Sta	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by y or by mailing a copy to one of them at his/her last known Superior Court of the county named above.
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as authorized delivering a copy to the plaintiff or the plaintiff's attorne address. File the original of the written answer with the Clerk of State of State or Sta	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by y or by mailing a copy to one of them at his/her last known Superior Court of the county named above.
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as authorized delivering a copy to the plaintiff or the plaintiff's attorne address. File the original of the written answer with the Clerk of State of State or Sta	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by y or by mailing a copy to one of them at his/her last known Superior Court of the county named above.
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as authodelivering a copy to the plaintiff or the plaintiff's attorne address. File the original of the written answer with the Clerk of the you fall to answer the complaint, the plaintiff will apply to answer the complaint. 	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by y or by mailing a copy to one of them at his/her last known Superior Court of the county named above.
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as autho delivering a copy to the plaintiff or the plaintiff's attorne address. 	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by yor by mailing a copy to one of them at his/her last known Superior Court of the county named above. The Court for the relief demanded in the complaint.
 Serve a copy of your written answer to the complaint u after you have been served with the complaint as authodelivering a copy to the plaintiff or the plaintiff's attorne address. File the original of the written answer with the Clerk of the you fall to answer the complaint, the plaintiff will apply to answer the complaint. 	pon the plaintiff or the plaintiff's attorney within thirty (30) days orized in the attached order. You may serve your answer by yor by mailing a copy to one of them at his/her last known Superior Court of the county named above. The Court for the relief demanded in the complaint.

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(Over)

Parameter State Control				
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I certify that this Summons	and a copy o	f the Ord	er were r	eceived and served as follows:
			DEFE	NDANT 1
Date Served	Time Served	☐ AM	т 🗌 РМ	Name Of Defendant
By delivering to the defendant	dant named a	bove a c	opy of thi	s Summons and Order.
☐ By leaving a copy of this S above with a person of su	Summons and itable age and	l Order a d discreti	t the dwe	lling house or usual place of abode of the defendant named esiding therein.
named below.				y delivering a copy of this Summons and Order to the person
Name And Address Of Person With Whon	n Coples Left (if cor	poration, giv	e title of pers	on copies left with)
☐ Service Accepted By Defe	endant			
Date Accepted	Time Served	☐ AM	☐ PM	Signature
Other Manner Of Service	(specify)			
☐ Defendant WAS NOT serv	ed for the foll	owing re	ason:	
			DEFE	NDANT 2
Date Served	Time Served	ПАМ	ПРМ	Name Of Defendant
By delivering to the defend	lant named at	oove a co	ppy of this	Summons and Order.
By leaving a copy of this S above with a person of suit	ummons and table age and	Order at discretic	the dwell on then re	ling house or usual place of abode of the defendant named siding therein.
As the defendant is a corporate named below.	oration, servic	e was ef	fected by	delivering a copy of this Summons and Order to the person
Name And Address Of Person With Whom	Copies Left (if corp	oration, give	tille of perso	n copies left with)
Service Accepted By Defer				Io.
Date Accepted	Time Served	☐ AM	☐ PM	Signature
Other Manner Of Service (s	specify)	***************************************		· .
☐ Defendant WAS NOT serve	ed for the follo	wing rea	son:	
Service Fee Paid	Date Received			Name Of Sheriff
\$				
Paid By	Date Of Return		4	County
				Deputy Sheriff Making Return
AOC-CV-102, Side Two, Rev. 1/10			- Control of the Cont	L

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STATE OF NORTH CAROLINA	File No.
·	17CVS1153
MECKLENBURG County	Film No.
	In The General Court Of Justice ☐ District ☑ Superior Court Division
Name Of Plaintiff	
Niloufar Saniri VERSUS	DELAYED SERVICE
Name Of Defendant	OF
	COMPLAINT
Christenbury Eve Center, P.A., et al	G.S. 1A-1, Rules 3 & 4
TO:	то:
Name And Address Of Defendant 1	Name And Address Of Defendant 2
Christenbury Eye Center, P.A.	Jonathan Christenbury, M.D.
c/o National Registered Agents, Inc., Registered Agent 160 Mine Lake Court, Suite 200	2231 Thomridge Road
Raleigh, NC 27615	Charlotte, NC 28226
by mailing a copy to one of them at his/her last known. 2. File the original of the written answer with the Clerk If you fail to answer the complaint, the plaintiff will apply	of Superior Court of the county named above.
ame And Address Of Pleintiff's Attorney (If None, Address Of Pleintiff)	Date Time . I have
fargaret B. Maloney	1.11.17 AF ST COMPM
Ialoney Law & Associates, PLLC	Signature
324 East Seventh Street	distribution of the second of
harlotte, NC 28204	Deputy CSC Assistant CSC Clerk Of Superior Court
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AOC-CV-103, Rev. 3/98 © 1998 Administrative Office of the Courts Original File Copy-Each Defendant Copy-Attorney/Plaintiff (Over)

EXHIBIT

RETURN OF SERVICE				
I certify that this Document and a copy of the Complaint were received and served as follows:				
DEFENDANT 1 Date Served				
5810 08/160		Name Of Defendent		
By delivering to the defendant named above a copy of this Document and Complaint.				
By leaving a copy of this Document and Complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.				
As the defendant is a corporation, service was effected by delivering a copy of this Document and Complaint to the person named below.				
Name And Address Of Person With Who	m Copies Left (if corporation, give title of pers	an copies left with)		
Service Accepted By Defend	dant			
Date Accepted		Signature		
Other Manner Of Service	(specify)			
☐ Defendant WAS NOT sen	ved for the following reason:			
Date Served	DEFE	NDANT 2		
man delven		Name Of Defendant		
By delivering to the defend	dant named above a copy of this	Document and Complaint		
 By delivering to the defendant named above a copy of this Document and Complaint. By leaving a copy of this Document and Complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein. 				
As the defendant is a corporation, service was effected by delivering a copy of this Document and Complaint to the person named below.				
Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)				
☐ Service Accepted By Defendant				
Date Accepted		Signature		
Other Manner Of Service (specify)				
Defendant WAS NOT served for the following reason:				
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Paid By .	Date Of Return	County .		
		Deputy Sheriff Making Ratum		

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1	File No.
MECKLENBURG County	Film No.
Gounty	1.71.2
**************************************	In The General Court Of Justice ☐ District ☒ Superior Court Division
Name Of Plaintiff	
*	
Niloufar Saniri	DELAYED SERVICE
VERSUS Name Of Defendant	OF
Name of Defendant	COMPLAINT
Christenbury Eve Center, P.A., et al	G.S. 1A-1, Rules 3 & 4
TO:	TO:
Name And Address Of Defendant 1	Name And Address Of Defendant 2
Ellie Pena-Benarroch	Ellie Pena-Benarroch
c/o Christenbury Eye Center	7009 Carnwarth Lane
3621 Randolph Road, #100 Charlotte, NC 28211	Fort Mill, SC 29707
 Serve a copy of your written answer to the complaint upon after you have been served. You may serve your answer by mailing a copy to one of them at his/her last known ad File the original of the written answer with the Clerk of Sulf you fail to answer the complaint, the plaintiff will apply to the 	by delivering a copy to the plaintiff or the plaintiff's attorney or dress. perior Court of the county named above.
The state of the s	Date Time AM
Margaret B. Maloney	Signature PM
Maloney Law & Associates, PLLC	Signature
824 East Seventh Street	Deputy CSC Assistant CSC Clerk Of Superior Court
	Deputy CSC Assistant CSC Clerk Of Superior Court

120246-200		RETURN (OF SERVICE	
I certify that this Document and a copy of the Complaint were received and served as follows:				
DEFENDANT 1				
Date Served Name Of Defendant				
By delivering to the defendant named above a copy of this Document and Complaint.				
By leaving a copy of this Document and Complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.				
As the defendant is a corporation, service was effected by delivering a copy of this Document and Complaint to the person named below.				
Name And Address Of Person With Wh	om Copies Left (if corporation, giv	ve title of person	copies left with)	
Service Accepted By Defer	ndant	Andrew Company		
Date Accepted			Signature	
Other Manner Of Service	? (specify)			
	(apouny)			
☐ Defendant WAS NOT se	rved for the following re	ason;		
2-1-2		DEFEND		
Date Served	Date Served Name Of Defendant			
☐ By delivering to the defer	ndant named above a co	opy of this D		
By leaving a copy of this above with a person of su	Document and Complai	int at the dw	velling house or usual place of abode of the defendant named	
[4]			lelivering a copy of this Document and Complaint to the	
person named below.	•		ě	
Name And Address Of Person With Who	m Copies Left (if corporation, give	tille of person c	opies left with)	
Service Accepted By Defe	endant			
Date Accepted		S	Signature	
Other Manner Of Service	(specific)			
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Defendant WAS NOT sen	Defendant WAS NOT served for the following reason:			
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3				
ervice Fee Paid	Date Received	Į^	Name Of Sheriff	
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		D	Deputy Sheriff Making Relurn	
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COUNTY OF MECKLENBURG

NILOUFAR SANIRI,

Plaintiff,

٧.

CHRISTENBURY EYE CENTER, P.A., JONATHAN CHRISTENBURY, M.D.; and ELLIE PENA-BENARROCH.

Defendants.

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 17-CVS-11532

> COMPLAINT (JURY TRIAL DEMANDED)

Plaintiff Niloufar Saniri ("Plaintiff" or "Saniri") complains of Defendants Christenbury Eye Center, P.A. ("CEC"), Jonathan Christenbury, M.D. ("Christenbury"), and Ellie Pena-Benarroch ("Pena-Benarroch") (collectively, the "Defendants") and alleges as follows:

NATURE OF ACTION

1. Saniri was an employee of CEC, which is owned, dominated, and controlled by Christenbury, and brings this action against Christenbury and CEC for assault; battery; intentional infliction of emotional distress, and, pled in the alternative, negligent infliction of emotional distress; breach of contract; and violations of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. § 2000e et seq. and North Carolina's Equal Employment Practices Act ("NCEEPA")(N.C. Gen. Stat. § 143-422.2) by subjecting Saniri to quid pro quo sexual harassment, hostile work environment, retaliation, and wrongful termination. Saniri also alleges violations of the North Carolina Wage and Hour Act ("NCWHA") against Christenbury, CEC, and Pena-Benarroch. Saniri further alleges intentional infliction of emotional distress, and, pled in the alternative, negligent infliction of emotional distress against Pena-Benarroch for her

participation in Christenbury's tortious conduct against Saniri. Saniri seeks consequential, general, special, compensatory, liquidated, emotional distress, and punitive damages, injunctive relief to deter similar misconduct in the future, back pay, front pay, pre- and post-judgment interest, reasonable attorneys' fees, and the costs of this action. The EEOC issued a determination that Christenbury and CEC subjected Saniri to quid pro quo sexual harassment, hostile work environment, retaliation, and wrongfully terminated her in violation of Title VII.

JURISDICTION AND VENUE

- 2. This court has personal jurisdiction under N.C. Gen. Stat. § 1-75.4 as the Defendants, upon information and belief, have been and are engaged in substantial activity within Mecklenburg County, North Carolina.
- 3. This court has subject matter jurisdiction in that the damages to Saniri as a result of the acts or omissions of Defendants causing damages to Saniri occurred in North Carolina. The amount in controversy is in excess of \$25,000.
- 4. Venue is proper in this court under N.C. Gen. Stat. § 1-79 as, upon information and belief, Defendants conducted and continue to conduct business in Mecklenburg County, North Carolina.

PARTIES

- 5. Saniri is a citizen and resident of Charlotte, Mecklenburg County, North Carolina, but also lives part-time in Pennsylvania.
- 6. Defendant CEC is a professional association formed under the laws of the state of North Carolina, with its principal office and place of business located at 3621 Randolph Road, Charlotte, North Carolina, 28211.

- 7. Upon information and belief, Defendant Christenbury is an individual residing in Mecklenburg County, North Carolina and is the President and Medical Director of Defendant CEC and retains ultimate dominion and control over all aspects of CEC.
- 8. Upon information and belief, CEC is owned, operated, and controlled by Christenbury as a mere instrumentality. Christenbury is the sole or majority shareholder of CEC.
- 9. Upon information and belief, Defendant Pena-Benarroch is an individual residing in Fort Mill, York County, South Carolina, and is currently the Chief Operating Officer ("COO") of Defendant CEC. Upon information and belief, Pena-Benarroch works and conducts substantial activity in Charlotte, Mecklenburg County, North Carolina. Previously, she was the Office Manager for CEC for several years.
- 10. Upon information and belief, at all relevant times, Defendants Christenbury and Pena-Benarroch determined the terms and conditions of Saniri's employment.
- 11. At all relevant times, Defendant Pena-Benarroch was an "employer" within the meaning of N.C. Gen. Stat. § 95-25.2(3) and (5).
- 12. At all relevant times, CEC and Christenbury were a "employers" within the meaning of N.C. Gen. Stat. § 95-25.2(3) and (5), Title VII, 42 U.S.C. § 2000e(b), and all other applicable state and federal laws alleged herein.
- 13. At all relevant times, Saniri was an "employee" as defined by N.C. Gen. Stat. § 95-25.2(4), Title VII, 42 U.S.C. § 2000e(f), and all other applicable state and federal laws alleged herein.
 - 14. At all relevant times, Defendants employed 15 or more employees.

Administrative Procedures

- 15. Plaintiff timely submitted her first Charge of Discrimination against Christenbury and CEC with the Equal Employment Opportunity Commission ("EEOC") via facsimile on January 21, 2016 alleging sex discrimination, hostile work environment, and retaliation in violation of Title VII based on Defendant Christenbury's inappropriate and harassing behavior ("First Charge of Discrimination").
- 16. Saniri rightfully and reasonably believed she was being retaliated against by Defendants in violation of Title VII of the Civil Rights Act of 1964, as amended, and therefore filed a second charge with the EEOC on June 13, 2016 alleging retaliation and sex discrimination ("Second Charge of Discrimination").
- 17. On or about March 31, 2017, Plaintiff received Notices of Right to Sue from the EEOC entitling her to commence this action within ninety (90) days of her receipt of that notice for both the First Charge of Discrimination and the Second Charge of Discrimination.
- 18. Plaintiff timely filed an Application and Order Extending Time to File Complaint on June 21, 2017.
- 19. Plaintiff has satisfied all private, administrative and judicial prerequisites to the institution of this action.

BACKGROUND

CEC and Christenbury

- 20. Christenbury and CEC are in the business of providing medical services in the field of Ophthalmology, a branch of medicine dealing with the anatomy, physiology, and diseases of the eye.
 - 21. On CEC's website, Christenbury promotes himself as:

- a) "The #1 Most Experienced LASIK in the Carolinas"
- b) "The most experienced TECNIC Multifocal surgeons [sic] in the U.S."
- c) "The most experienced ReSTOR surgeon in the United States."
- 22. CEC's website also claims that "In the early nineties, Dr. Christenbury performed the very first LASIK procedure in the Carolinas. Over 100,000 LASIK procedures later, he is known as one of the most experienced LASIK surgeons in the world."
- 23. Christenbury routinely refers to himself as the "God" of LASIK in staff meetings and as a "God" among eye surgeons.

Pattern and Practice/History of Hostile Work Environment

- 24. Christenbury has a pattern and practice of hiring female employees based upon their looks, rather than their qualifications and experience.
- 25. Defendant Christenbury's history of hiring beautiful young women, making inappropriate advances, and attempting to pressure them into dating him or having a sexual relationship with him is part of a pattern and practice established over many years.
- 26. Christenbury has persistently demonstrated a pattern of offensive physical contact with beautiful young women for sexual gratification, up to and including sexual assaults and batteries.
- 27. Upon information and belief, Christenbury is over 60 years old, but he targets beautiful young women who are close in age to his own daughter who, upon information and belief, is in her mid-20's. Christenbury is often more than twice as old as employees who are targets of his sexually predatory activities.
 - 28. Christenbury targets the younger, female employees he finds sexually attractive.
 - 29. Christenbury does not target the older female employees he finds less attractive.

- 30. Christenbury portrays himself as philanthropic and generous, and brags about his good works to get women to be sympathetic towards him.
 - 31. Christenbury brags about the extent of his power and control in the workplace.
- 32. Christenbury shares personal and financial information and then pressures his targets to share personal and financial information in response.
- 33. Christenbury emphasizes his status as an educated and successful physician to get his targets to trust him with their personal, financial, and medical information.
 - 34. Christenbury gives medical advice to employees without them requesting it.
- 35. Christenbury asks his targets probing questions about their personal finances to determine their income, expenses, and any debt they have.
- 36. In addition, Christenbury seeks personal and financial information from his targets to use against them, or to manipulate them, and so he can claim later that the targets were asking him for money, not that he was offering money.
- 37. Christenbury manipulates or attempts to manipulate his targets, using the financial and personal information he solicits from them.
- 38. Christenbury shares that he is stressed and asks his targets whether they are stressed. Christenbury offers to help his targets relieve their stress with massages or sexual favors, and he has even given a prescription for Xanax, which is used to treat anxiety, to one employee as a means to reduce her stress although she was not his patient.
- 39. Christenbury brags about how he spoils women and can meet all of their needs, personal, financial, and sexual.

- 40. Christenbury offers to buy his targets gifts, including lingerie, and offers to take them on vacation, particularly vacations at beach locations where the women would wear bathing suits.
- 41. Christenbury tries to get his targets to drink alcohol or take drugs to make them more relaxed and more receptive to his advances.
- 42. Christenbury talks about himself as a nymphomaniac who has sexual needs and desires that need to be sated frequently.
- 43. Christenbury sends inappropriate text messages to targeted employees. He later instructs the employees to delete the text messages, going as far as to grab the targets' phones out of their hands when their phones are out and unlocked to deletes the text messages he sent to them himself.
- 44. Christenbury also stalks his targets outside of the office. He has access to their personal confidential information, including their home address and the location of other jobs they may have.
- 45. All of these actions by Christenbury create a hostile work environment. He knows or should know that his conduct is inappropriate and unwelcome.'

Pattern and Practice/History of Retaliation

- 46. Christenbury retaliates against employees who refuse his advances by: not paying them on time or at all, reneging on prior promises, disparaging them, making unfounded accusations about them, referring to them as dishonest, requiring that they be tested for drug, withholding job opportunities, and eventually terminating them.
- 47. Christenbury retaliates against employees who refuse his advances by labeling them as lesbians when he knows they are not.

- 48. Christenbury's retaliatory emotional outbursts frighten the young female employees. Christenbury goes into rages where he becomes red in the face. He yells at them, curses at them, and loses his composure.
- 49. Upon information and belief, instead of stopping his sexual harassment, assaults, batteries, and retaliation, he continues his pattern by seeking new targets who are vulnerable to his games, pushes them to see what he can get away with, and controls them since he holds the purse strings as their employer and issuer of their paychecks.
- 50. Upon information and belief, Christenbury has also begun a pattern and practice of getting employees he sexually harasses or against whom he commits assaults and batteries, to sign releases for certain compensation, which he and Defendant Pena-Benarroch characterize as a "receipt" for compensation received in cash so the employee cannot deny receiving the cash compensation; if they do not sign his "receipt" he will not give them the cash/pay them.
- 51. The compensation received in exchange for the "receipt" is earned compensation for extra work duties assumed or work-related services provided.
- 52. Christenbury pays his targets in cash for the extra services they provide for him, including: dropping off or picking up dry cleaning, bringing him lunch at the office, and cleaning his apartment.
- 53. Upon information and belief, Christenbury has a pattern and practice of using CEC to shield himself from personal liability in order to commit unlawful acts, perpetrate violations of statutory or other positive legal duties, and to commit dishonest or unjust acts in violation of the legal rights of persons he employs at CEC, including Saniri.

- 54. Upon information and belief, Christenbury is expressly and personally named as a "Released Party" together with CEC in what he and Pena-Benarroch call a "receipt" for payment of service provided to CEC.
- 55. Upon information and belief, Dr. Christenbury's practice of getting employees to sign releases is part of the sexual harassment, and has emboldened Christenbury to be more aggressive in his conduct, escalating to sexual assaults and batteries.
- 56. Indeed, Christenbury gives hugs and presses his erect penis against some of his targets.
- 57. Upon information and belief, Christenbury is unwilling to stop his inappropriate advances; he feels entitled to take advantage of his targets.
- 58. Through this behavior, Christenbury has created an extremely hostile work environment. As the owner and director of the business, his pressure to force beautiful young women who work for him to date him and his retaliation against them when they do not, is *quid pro quo* harassment.
- 59. Pena-Benarroch facilitates and covers up Christenbury's sexual harassment and participates in the retaliation against his targets, including the releases they require his targets to sign for earned income.
- 60. Defendants know or should know that their acts and omissions do cause or are likely to cause severe emotional distress to the targets of Dr. Christenbury's sexual harassment, sexual assaults, and sexual batteries.

Honey Bees

- 61. In 2015, Christenbury became obsessed with the dance team for the Charlotte Hornets, the "Honey Bees" dance team based on their looks, athleticism, and local celebrity status. Christenbury wanted to hire members of the Honey Bees to work for him.
- 62. Upon information and belief, he also wanted to add the Honey Bees to his stable of women he could choose from to sexually harass and for potential sexual liaisons.
- 63. Christenbury hung a Honey Bees calendar in his personal bathroom at CEC; employees could see it from his office, and he talked about having it and enjoying looking at it.
- 64. Christenbury even asked one of his employees to print and frame photographs of the individual Honey Bees for him to hang in his office.
- 65. Christenbury targeted the Honey Bees to work for him in positions where he had reason to meet with them directly and alone or include them in dinners after hours with referring physicians.
- 66. Upon information and belief, the first Honey Bees team member to work for him was hired as his Executive Assistant and also did personal errands for him for additional compensation.

Hiring Saniri

67. Upon information and belief, in November 2014, Christenbury asked to see a photograph of Saniri, a former member of the Charlotte Honey Bees from 2014 to 2015. After seeing the photo, Christenbury authorized her to come in and interview with him. When he met Saniri, he hired her on the spot in a marketing capacity as a Co-Management Coordinator.

- 68. Christenbury told Saniri that he wanted pretty faces around the office because pretty people tend to have pretty personalities, be in a better mood, and provide good energy for the office.
- 69. Saniri was 24 years old at the time of the interview, and was not and has never been interested in a sexual or dating relationship with Defendant Christenbury. Saniri is an attractive, young woman; Christenbury is old enough to be her father.
- 70. Christenbury wanted Saniri in a position where she would interface directly with him, and where he would have an excuse to meet with her alone to discuss development work, or where he could include her in business development activities after hours, such as meetings with physicians who could refer business to him.
- 71. CEC provided Saniri with a CEC email address, CEC business cards, a CEC name tag, CEC marketing materials, assigned her a desk at the CEC office, and she received all of her work-related supplies from CEC.
- 72. At the time Saniri was hired to work for Christenbury and CEC, Saniri had no prior experience working for a medical office or in marketing.
- 73. Saniri was interested in the position because it did not conflict with her responsibilities as a Honey Bees team member, and because she was a single working mother.
- 74. Saniri initially worked for Defendants from the fall of 2014 until she was terminated in February 2015. Saniri had requested time off for a surgery; after the surgery and during her recovery time, she had a surprise vacation. Christenbury informed Saniri that Pena-Benarroch forced him to terminate Saniri because they assumed her time off request was for the vacation and not the surgery, which was untrue.

- 75. Because Christenbury was so attracted to Saniri, he recruited her back to CEC shortly thereafter. When Christenbury recruited Saniri for the second time, Christenbury asked her to do additional work as his personal assistant, to bring him meals at work, pick up and drop off his dry cleaning and laundry, and clean at his apartment. In return, he paid her cash. Upon information and belief, he offered to pay her an additional \$500 a week in cash for these additional duties.
- 76. Upon information and belief, he gave Saniri these extra duties and paid her in cash in order to have greater access to and control over her. Upon information and belief, he also wrote into her contract that he would provide her with free Botox, which she had not requested and did not need.
- 77. Christenbury met with Saniri to discuss the personal assistant position. He asked about her personal finances, debts, credit card debt, lodging expenses, and car payment. He asked her to meet with him again personally to discuss and to bring her bills to show him. She shared information but did not meet with him again about this.
- 78. When Saniri went to his apartment to clean and do laundry, Christenbury left wine out for her and encouraged her to drink it while she waited on the washing machine to finish. She never drank the wine he left out for her.

Harassment and Manipulation of Saniri

79. Saniri worked part-time as a VIP manager at the Oak Room, a dance club and cocktail lounge located in South Charlotte. Christenbury would come in and ask for a table and ask Saniri to bring him pretty girls. This was uncomfortable for Saniri, but she felt that she had to follow his directives since he was her boss.

- 80. The nightclub "Label" was a sponsor of the Hornets for the 2014/2015 season. Label is a bi-level, upscale nightlife venue which hosts DJs and live music and is located in the heart of the North Carolina Music Factory. The clientele is primarily a younger crowd, in their 20's and 30's.
- 81. On or around May 9, 2015, Christenbury attended a Honey Bees fashion show at Label which was sponsored by the Charlotte Hornets.
- 82. After the event, on a Honey Bees group chat, some of the Honey Bees were discussing the "creepy old man" who was videotaping and photographing the fashion show.
- 83. When Saniri saw the photograph of who they were referring to as the "creepy old man," she recognized Christenbury. Copies of photographs showing Christenbury at the event are attached and incorporated as **Exhibit A**.
- 84. Saniri was uncomfortable with the thought of her employer attending the event and photographing or videotaping her.
- 85. Afterwards, Christenbury had the nerve to tell Saniri she would look better with larger breasts. He specified a cup size, and offered to pay for her to have breast augmentation surgery.
- 86. Saniri was very uncomfortable with Christenbury commenting on her breast size. She redirected or ignored his inappropriate comments.
- 87. Later, when he thought Saniri was spreading word that he had attended the Honey Bees fashion show at Label and circulating photographs of him at the event, he got angry and threatened her job for allegedly discussing his personal life.

- 88. Christenbury's inappropriate comments and behavior towards Saniri fit into his overall pattern and practice of sexual harassment towards young, beautiful employees and escalated into sexual assaults and batteries. His inappropriate comments and behavior included:
 - a. Complimenting Saniri's appearance;
 - b. Calling her sweetie;
 - c. Telling her he wanted to help her financially to reduce her stress so she could work for him and focus on herself;
 - d. Asking her prying questions;
 - e. Bragging about his standing in the community as a means to assert his coercive control over her;
 - f. Bragging about his power and control at CEC as a means to assert his coercive control over her;
 - g. Referring to himself as "God" as a means to assert his coercive control over her;
 - h. Bragging about his standing as an eye surgeon as a means to assert his coercive control over her;
 - i. Telling her he was lonely and needed company;
 - j. Telling her he liked to have lots of sex and needed to have his sexual needs met;
 - k. Telling her that he needed to have sex frequently;
 - Asking her to be with him twice a week sexually as his girlfriend;
 - m. Asking her to be his girlfriend and stating that he would pay her if she did;
 - n. Asking her to have sex with him in exchange for \$5,000;

- o. Telling her he could provide for all her needs;
- p. Telling her he could relieve her stress by performing sexual acts on her;
- q. Telling her that he wanted to lick her;
- r. Asking her if she liked the intimate clothing retailer Victoria's Secret and offering to take her shopping there;
 - s. Offering to buy her clothes;
- t. Telling her he would buy her clothes and lingerie if she would model them for him;
- u. Telling her to meet him in person to discuss what else she could do to earn money from him because he did not want to leave a text trail;
 - v. Asking her to send him pictures of any tattoos she had;
 - w. Touching her;
 - x. Stating he just wanted to make her happy;
 - y. Pressing his erection against her;
 - z. Kissing her check; and
 - aa. Lifting up her skirt and grabbing her butt.

Stalking

- 89. In March 2015, Saniri made plans for a girls' weekend in Miami. When Christenbury asked her to do something for him that weekend, Saniri told him she could not because she was going out of town. He asked where she was going and staying and she told him, not thinking anything of it.
- 90. Saniri's trip to Miami was a social outing with a few friends who were also Honey Bees, not an official Honey Bees' event. While they were sitting around the pool,

Christenbury suddenly appeared, announced he was staying at the same hotel, and asked to them to put sun block on him.

- 91. Christenbury also offered to take them shopping if they would model anything he brought them. Saniri and her friends declined to rub lotion on Christenbury or go shopping with him. He eventually left them alone.
- 92. Saniri was disturbed by Christenbury's stalking behavior and also embarrassed that her boss has shown up while she was on a vacation with her friends.

Enticement, Manipulation, Retaliation, Quid Pro Quo Harassment, and Assaults and Batteries

- 93. Christenbury knew Saniri was a single, working mother with a significant car payment, and would offer and then withhold financial support and earned compensation to manipulate her. Dr. Christenbury initially paid Saniri \$500 a week in cash to be his personal assistant.
- 94. As part of the harassment, Defendant Christenbury subjected Saniri to offensive and unwelcomed contact, which rose to the level of sexual assault and battery. Christenbury hugged and kissed Saniri on the cheek multiple times although she tried to avoid situations where he could touch her.
- 95. When Saniri needed to clean Christenbury's apartment or pick up his dry cleaning, she tried to check whether he had scheduled surgeries or was in the office before going to his apartment in order to avoid him.
- 96. However, on one occasion, in or around late June 2015, after Saniri talked to Christenbury and he advised her that he was not at home, when she got to his apartment, he came out of his bedroom wearing only an open robe and boxers, gave her a hug, and pressed his erection against her. Saniri was disgusted and frightened and quickly left the apartment.

- 97. When Saniri would not get together with Christenbury after hours, or meet with him in person, he unilaterally reduced her compensation to \$300 a week in cash claiming she was not doing enough to get the full \$500 from him.
- 98. On July 7, 2015, after Saniri refused to be his girlfriend, go on dates with him, and have sex with him in exchange for \$5,000, Christenbury threatened to hire someone else to do some of the work he was having her do in order to reduce how much he paid Saniri. Christenbury texted her that he was going to reduce Saniri's pay further and told her, "I realize it is a sudden change from \$300 to \$100 a week, but that is just market for apt cleaning. If you need more income/cash per week, just arrange a time we can talk."
- 99. Saniri objected to the retaliatory reduction in pay because they had agreed to \$500 a week for personal errands which she was performing. She replied that he should go with new cleaners because "This gig was brought to me this summer at \$500 as a personal assistant, then dropped down to \$300 and now to \$75. It seems a bit unreliable and I am a single mother trying to make ends meet with 3 different jobs."
- 100. Christenbury responded by accusing her of always demanding more money even though Saniri was only asking that he pay her the amount agreed upon for work completed, and demanded that she return the keys to his house that she had when she cleaned his apartment.
- 101. When Saniri responded that his accusations were untrue, he responded "Then why avoid me, why not smile at me in person, why not thank me in person...To be honest, I wish I could get to know you better, and you not feel obliged in any way, I guess I was thinking you were so worried about your financial situation that if you didn't have to be so worried I could get to know you." Upon information and belief, Christenbury was trying to manipulate Saniri financially.

- 102. He texted her the following day, July 8, 2015 and said, "I leave Sat am for LA, can see you for a little while Thurs nite at 8:30 pm of Fri at 7 pm." However, when she didn't respond, he retaliated by demanded his keys to his apartment back, indicating that he was terminating her personal assistant work for him.
- 103. Christenbury then realized that he needed to win her back and texted her, "I will give you two weeks of apt cleaning pay dear, if you meet me tomorrow, I am free by 8 pm." Christenbury agreed to pay Saniri past due compensation which he would pay her in cash, but only if she met with him in person.
- 104. He texted her on July 10, 2015, "Just talked to Ellie, and will give you \$325 for May bonus."
- 105. They agreed that Saniri would meet Christenbury on July 13, 2015, before he left for a vacation, in order for her to return his keys and for him to pay her the money he owed her for the personal assistant chores. Before she got there, he texted her: "See' me twice [a week] and I will take care of you" and "Do you want to 'meet' as well?" referring to his requests to be his girlfriend and provide sexual favors. He also told her, "come over, I am packing. (it is safe)" referring to their previous encounter when he was dressed in his robe.
- 106. When she arrived, Christenbury said he wanted her to continue as his personal assistant and gave her two bags of dry cleaning to drop off.
- 107. Saniri left the apartment with a bag of dry cleaning in each hand, walked to the elevators for the parking deck, and pushed the button to call the elevators. As she was walking, Christenbury followed behind her, commenting that her skirt looked nice and she had a nice tight butt.

- 108. Christenbury asked whether Saniri was wearing anything under her skirt and suddenly pulled up her skirt and grabbed her buttocks. She was shocked and distressed at what he did, and burst into tears. She dropped one bag of laundry, picked it up and told him "that was so inappropriate."
- 109. This assault and battery was extremely disturbing to Saniri. She got into the elevator in tears and was very frightened. She was so distressed by Christenbury's actions that she crashed her vehicle on the way out of the apartment complex. She was pregnant at the time, which made the event even more distressing.
- 110. Saniri had pregnancy complications following the car accident, including bleeding and spotting due to a blood clot in her uterus after the impact caused by the accident on July 13, 2015. She was also told that it was possible she might miscarry.
- 111. Defendants alleged to the EEOC that they did not believe Saniri was pregnant in 2016 when Saniri had several pregnancy-related discussions with Defendants and later sent pictures of her baby, providing sufficient evidence of her pregnancy.
- 112. After the escalation of his inappropriate actions, Saniri was afraid Christenbury would touch or grab her again and refused to meet him after the accident—she would not even allow him to help her at the scene of the car accident.
- 113. Christenbury knew his actions had caused harm and emotional distress to Saniri because he sent several text messages to her acknowledging that he was the cause of her distress, including:
 - a. "Sorry if I made you nervous. Be careful driving when u are upset. Díd I upset you?"

- b. "Keep in touch dear, I am so sorry if I upset you. If [you need a] car Chelsea has the key at the office"
- c. "I think I upset you, sorry, I won't make any more advances, will only respond to you from now on"
- d. "I want to be closer to you. I want to see you open up, loosen up, relax, feel really good. I want to feel you connected to me. Please try darling. I have very warm feelings for you."
 - e. "I feel like I stressed you, and you were already stressed."
- 114. Christenbury offered to pay for the damage to Saniri's car and insisted that she use one of his vehicles while hers was being repaired because he knew he was the cause of her accident.
- 115. The skirt-lifting assault was extremely frightening to Saniri because Christenbury seemed unable to control himself. Saniri was so afraid for her personal safety that she kept her gun in her purse whenever she had to go to his apartment; she was afraid he might rape her.
- 116. Christenbury even threatened Saniri's job when he had thought that she was distributing photographs of him at the Honey Bees fashion show. In a display of retaliation, Christenbury texted Saniri "Why did you tell people I was at the fashion show? You cant [sic] speak regarding my personal business you will lose your job."
- 117. Christenbury also decreased her compensation and withheld Saniri's bonus checks when she refused to accept his sexual advances, inappropriate comments and conduct, and sexual batteries and assaults.

- 118. Christenbury invited Saniri to attend a Shania Twain concert, which was on July 19, 2015. Saniri did not attend with Christenbury but instead tried to redirect his attention away from that topic in order to avoid retaliation.
- 119. On July 16, 2015, Christenbury texted Saniri, "What \$ do you need this month to make ends meet dear?" When she did not respond, he texted "You just don't communicate with me. why? I am trying to help. Don't worry about Sun [the day of the Shania Twain concert], I think I have someone to go."
- 120. Also on July 16, 2015, Dr. Christenbury texted Saniri about the sexual battery and car accident, "I think you were distracted because you were mad at me" and "You know I would [take] care of all this You be my girl twice a week" and he also offered to get her "cosmetic surgery" and "Just tell me what you need," "tell me that amount dear."
- 121. The next day, July 17, 2015, Dr. Christenbury texted Saniri, "Ok, so do you want me to commit to paying for getting your car repaired, selling it and I pay the difference..." He offered her the use of his SUV in the meantime and also offered to pay for her to have cosmetic surgery. He raised the amount he would pay for her to take care of his laundry and cleaning. He texted "drive my SUV, pa[y] for your implant surgery, \$100/week for my laundry & dry cleaning?" "You sign a weekly release. What would you do for me? Call and tell me." Saniri did not respond.
- 122. When Saniri did not respond to his text or call him, Christenbury got angry. Approximately three hours after the request to call and tell him what she would do for him if he provided monetary and other benefits to her unrelated to work, he texted "I think it may not work out, resistance the whole way, I think you probably like girls."

- 123. Upon information and belief, he also referred to her as a lesbian to third parties because she would not respond positively to his sexual advances. He has a pattern and practice of accusing women who will not submit to his sexual advances of being lesbians.
- 124. Upon information and belief, after the accident and his offers to pay for her car repairs, his offer to let her use his SUV vehicle, and his offer to pay for two months of her car payments, Christenbury expected Saniri to respond positively to his sexual advances. When she did not do so, he retaliated against her by telling others at CEC not to believe anything she said, and stating that she was untrustworthy because of her Iranian heritage.
- 125. Two days later, on July 19, 2015, Christenbury texted Saniri "I am at the Shania Twain concert, about to start. Wish you could have joined me. SUV driving ok?" Saniri thanked him for the use of the SUV. He responded, "You may [keep] the SUV as long as you like dear, I have a second fun car! You need a ride in the convertible!"
- 126. Christenbury continued to press Saniri to allow him to do special things for her in return for dating him. Christenbury texted Saniri, "Don't you need to have some fun, feel good, have some of your needs met by someone nice you [who] adores you?"
- 127. On July 20, 2015, Christenbury pressed Saniri to meet with him to go over her finances and financial needs. Saniri did not meet with him.
- 128. On July 21, 2015, Christenbury texted that he was having dinner with his wife and that they might be getting back together. Upon information and belief, he said this to pressure her to submit to his advances, Saniri did not do so. She texted back "That's great news."
- 129. On July 24, 2015, Christenbury texted Saniri, asking how she was doing. She reminded him that she had not been paid by CEC since May, which put her behind on her car payments. He texted that he was available to meet with her over the weekend to discuss her pay.

She said she could talk to him on Monday, and he texted that he had signed her May and June bonus checks. These bonuses were for surgeries that had taken place for patients referred by physicians she worked with under the co-management program.

- 130. Saniri used Christenbury's SUV at his insistence, while her car was unavailable due to the July 13, 2015 car accident occasioned by his sexual assault. On July 29, 2015, while using his car, she accidently locked the keys in the car. He told her to use his AAA service and texted her a picture of his AAA card. Then he asked for sexual favors in return, texting "May I have some stress reduction, please?"
- 131. When she did not respond to that question, he texted "What about me?" He then texted "You were talented to lock the keys in the car without the keys! Don't teach me to do that! You can show me other talents of yours"
- 132. Christenbury continued to pressure Saniri. His next ploy was to ask her to help him in a business utilizing lasers for the skin, which could remove tattoos. Christenbury wanted the business "run by beautiful women. Maybe some part ownership with staff." He claimed that he was in a position to buy the best laser, for a \$250,000 investment, and wanted to talk to her about the business. Saniri was interested in learning more about this laser for tattoo removal and thought it would be safe to attend a group conference about the machines. She initially expressed interest in attending a presentation about the laser, but then decided not to attend.
- 133. The event was in the evening on or about July 31, 2015. After the event, Christenbury texted Saniri at or around 8:04 PM and asked her to invite him to her residence saying "Leaving the event. So, this is the time this evening when you invite me to visit, or not." When Saniri did not do so, Christenbury became angry and retaliated. He texted "Oh, no planning for me. I will totally give up, then. Sorry to bother you and embarrass myself. Please

return the SUV Mon." "And keys to the apt." Upon information and belief, he also instructed his Executive Assistant to cancel his agreement to pay for the repairs on Saniri's vehicle.

- 134. A couple weeks later, Christenbury became solicitous of Saniri again, and texted her, "Do [you] want to continue this work?" "Let me know if you want to talk about 'other' help. I will wait for you to suggest to meet and talk."
- 135. Then he texted a smiley face and "just a nice guy and friendly" and "Ellie will give you an exciting proposal for position for you dear. [sic] You will make some \$!"

Retaliation

- 136. Saniri observed Christenbury's volatility and bad temper. She learned that rejection of his advances resulted in retaliation, including:.
 - a. Return of Loaner Vehicle: After she declined his requests to let him come to her house for a visit after hours, he demanded that she return his Lexus SUV that she was borrowing from him at his insistence after the accident that he caused when he assaulted and frightened her, and he refused to pay for the repairs to her vehicle although he previously acknowledged that he caused the accident.
 - b. Reducing Pay: When Saniri would not get together with Christenbury after hours, or meet with him in person, he unilaterally reduced her compensation to \$300 a week in cash claiming she was not doing enough to get the full \$500 from him. He then again reduced the amount he would pay her for being his personal assistant from \$300 to \$75 per week after she refused to be his girlfriend and give him the attention he demanded;
 - c. Withholding necessary employment verification for Medicaid coverage: In January 2016, she was eight months pregnant. On January 19, 2016, Saniri texted

Pena-Benarroch that she really needed Pena-Benarroch to call her back. Saniri needed Pena-Benarroch's cooperation to get Medicaid. Otherwise, she was without medical insurance for the delivery and birth of her child. Pena-Benarroch simply needed to fill out a verification of wages form for the Mecklenburg County Department of Social Services ("DSS"). Saniri prepared a "Too Whom it May Concern" document with Pena-Benarroch's contact information and information about Saniri's compensation to provide to DSS so DSS would have compensation information for Saniri and could follow-up with Pena-Benarroch. Saniri did not sign Pena-Benarroch's name. On January 27, 2016, Saniri texted Pena-Benarroch again about her wage verification form and said she was in a "bad situation without insurance and my OB will not see my [me] until I am active." Pena-Benarroch did not fill out the form until DSS contacted her again directly. Pena-Benarroch did not accuse Saniri of fraud or say that she could not return to the office in her text conversations with Saniri in May 2016;

d. Withholding Pay: Christenbury withheld Saniri's bonus checks when she refused to accept his sexual advances, inappropriate comments and conduct, and sexual batteries and assaults. Saniri was never paid her final paycheck for work in the office or the bonuses that she received for onsite visits to optometrists and surgeries that were referred to CEC as a result of her visits during the month of January 2016. In a text conversation with Pena-Benarroch on May 5, 2016, Saniri asked when she would be paid for the surgeries she scheduled prior to maternity leave and which had occurred during her maternity leave. Pena-Benarroch texted that she would respond by Monday, which she failed to do. Upon information

- and belief, by early May, Defendants had received the First EEOC Charge, Charge Number 430-2016-01332 (the "First EEOC Charge"). On May 26, 2016, Ms. Saniri texted Pena-Benarroch inquiring again about her bonus check and return to work. Pena-Benarroch asked how Saniri was and promised to get back to her after Pena-Benarroch returned from PTO in another week. Pena-Benarroch also did not say that Saniri was not entitled to her pay or bonus;
- e. Refusing her return to work: On February 5, 2016, Pena-Benarroch texted Saniri to inquire whether the baby had been born yet. On February 25, 2016, Saniri texted Pena-Benarroch a photograph of the new baby, and Pena-Benarroch texted back about how pretty the baby was. On May 5, 2016, Saniri texted Pena-Benarroch asking whether she had received Saniri's email about returning to work. Pena-Benarroch texted back asking what kind of hours she wanted to work and whether she had childcare; and,
- f. Termination: The culmination of Christenbury's retaliation against Saniri was his wrongful termination of her employment. Defendants never informed Saniri directly that she was terminated. Saniri learned that for the first time during a call with the EEOC investigator who read to her CEC's response to the Second EEOC Charge on July 19, 2016. Afterwards, CEC's attorney, Frederick Thurman, Jr. of Shumaker claimed that he notified Saniri of termination through voicemail to Maloney Law, in early June, but there is no record of any calls to Maloney Law from the attorney's work number, his firm number, or his mobile phone. Furthermore, Shumaker and Frederick Thurman, Jr. did not provide written notice

by email to the undersigned until August 4, 2016. No notice was given directly to Saniri.

137. Christenbury's retaliation against Saniri was extreme, unacceptable, and extremely devastating to her professionally, personally, and emotionally.

Emotional Distress

- 138. Saniri rightfully and reasonably expected an appropriate employee/employer relationship with Christenbury without suffering repeated solicitations, unwanted touching, requests for sexual favors, and assaults and batteries. She expected to be protected from harm in the workplace. Saniri suffered extreme distress and harm from Christenbury's sexual advances that he imposed upon her which were unwelcome, inappropriate and offensive, and which included sexual assaults and batteries.
- 139. Christenbury's retaliatory actions after Saniri refused his advances has also caused her severe emotional distress.
- 140. Saniri suffered severe emotional distress, including, but not limited to, being frightened and disturbed to the point she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.
- 141. Throughout Saniri's employment, Christenbury subjected her to a hostile work environment, including sexual overtures, repeated inappropriate remarks and requests, and sexual assaults and batteries. Christenbury alternated between giving unsolicited personal favors

and praise and abusive, retaliatory, and inconsistent behavior towards Saniri. Christenbury punished Saniri for not submitting to his repeated advances and requests for sexual favors.

The First EEOC Charge

- 142. On January 21, 2016, during a major winter storm, Saniri filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") against CEC, Charge Number 430-2016-01332 (the "First EEOC Charge"), by fax, alleging sex discrimination, hostile work environment, and retaliation in violation of Title VII based on Defendant Christenbury's inappropriate and harassing behavior. A copy of the First EEOC Charge and the fax confirmation sheet is attached as **Exhibit B**.
- 143. Saniri went on maternity leave at the end of February 2016, at which time she requested a ten-week leave. She was told by Defendant Pena-Benarroch that a ten-week leave would not be a problem, and that Saniri could return to work when she was ready. Upon information and belief, at that time, Defendants had not yet received the First EEOC Charge
- 144. Upon information and belief, the First EEOC Charge was lost by the EEOC due to the storm. The First EEOC Charge was resent to the EEOC on April 28, 2016.
- 145. Defendants' position on Saniri's maternity leave changed when Defendants received a copy of Saniri 's First EEOC Charge.

Retaliation Regarding the First EEOC Charge

- 146. Between May 5, 2016, and July 19, 2016, Saniri made multiple inquiries to Defendants CEC and Pena-Benarroch about returning to work and about payment of outstanding bonuses which Saniri continues to be owed:
 - a. Saniri sent Defendant Pena-Benarroch text messages on Thursday, May 5 asking when she could return to work (copy attached as **Exhibit C**), but was told that

- Defendant Pena-Benarroch could not address the matter until after she spoke with Nadia Slominski, <u>CEC Brand Ambassador</u>, and Defendant Pena-Benarroch returned to work the following Monday (May 16).
- b. Saniri texted Pena-Benarroch again on May 16, 2016, but was again told that Pena-Benarroch was out of the office and that she would get back with Saniri on Monday (May 23, 2016).
- c. After hearing nothing back, Saniri sent Defendant Pena-Benarroch another text message on Thursday, May 26, asking about being returned to the schedule and the status of her bonus check.
- d. Upon information and belief, Saniri received no response to her May 26, 2017 text message.
- e. Saniri telephoned Defendant Pena-Benarroch at the CEC office on June 29, 2016, to follow up on her return to work schedule and bonus check, but the call went to voicemail.
- f. Saniri telephoned Defendant Pena-Benarroch about her return to work and bonus check on July 19, 2016, and Pena-Benarroch said she would get back to her.
- g. Later that day, Saniri received notification of her termination from the EEOC investigator.
- 147. Through the date of the filing of this complaint, Saniri has not been returned to the schedule and has not been paid the outstanding bonuses that are due.

Second EEOC Charge

148. Saniri rightfully and reasonably believes she is being retaliated against by Defendants in violation of Title VII of the Civil Rights Act of 1964, as amended, and therefore

filed a second charge with the EEOC (the "Second EEOC Charge") on June 13, 2016 alleging retaliation and sex discrimination (copy attached as **Exhibit D**).

149. On October 3, 2016, Saniri received a determination from the EEOC finding she had been sexually harassed, subjected to a sexually hostile work environment, and was retaliated against for protected activity (objecting to the hostile environment and refusing Christenbury's advances) (copy attached as **Exhibit E**).

Improper Bankruptcy

- 150. Defendants have been on notice of Saniri's claims since on or before May 4, 2016. During that time, Defendants CEC and Christenbury have been spending lavishly and fraudulently transferring and secreting assets with the assistance of those acting in concert with them.
- 151. Upon information and belief, Christenbury has indicated that he would rather file bankruptcy than pay any settlement amount or damage award for his on his inappropriate and offensive conduct.
- 152. Upon information and belief, in anticipation of this sexual harassment lawsuit, Christenbury and CEC began hiding assets.
- 153. A bankruptcy petition is considered to be made in bad faith if it is intended to delay or frustrate a plaintiff's attempt to collect on a judgment. See In re Crown Financial, Ltd., 183 B.R. 719, 722 (Bankr. M.D.N.C. 1995) ("Therefore, the court concludes that this case was not filed with any actual intent to use the provisions of Chapter 11 to reorganize or rehabilitate any ongoing or planned business enterprise nor to preserve going concern value which is nonexistent. Instead, this case was filed in order to stall and delay the [plaintiff's] efforts to collect on their judgment in the pending state court case.")

- 154. Even if Christenbury were to successfully petition for bankruptcy, bankruptcy cannot discharge debt that arises from a "willful and malicious injury by the debtor to another entity or to the property of another entity." 11 U.S.C. § 523(a)(6) (2016).
- 155. Judgments including compensatory damages, punitive damages, and attorney's fees should not be discharged when the judgment included sufficient findings of fact to support the willful and malicious injury standard. See In re Beale, 253 B.R. 644, 651 (Bankr. D. Md. 2000) (finding that judgment could not be discharged in sex discrimination case against doctor who caused a willful and malicious injury when he created a hostile work environment).

COUNT ONE

(Violations of Title VII, 42 U.S.C. § 2000e, et seq. Based on Sex, Quid Pro Quo Sexual Harassment, Hostile Work Environment Based on Sex, Retaliation, and Wrongful Termination Against CEC and Christenbury)

- 156. Saniri realleges and incorporates by reference the paragraphs above.
- 157. CEC and Christenbury regularly employed 15 or more employees at all relevant times.
 - 158. Saniri is female, and is thus a member of a protected class.

Sexual Harassment - Quid Pro Quo and Hostile Work Environment

159. Christenbury and CEC, by and through Christenbury's actions and CEC's inaction, by their failure to follow CEC's harassment policy, have created and perpetuated a *quid* pro quo harassment environment where Christenbury, in a position of power, has pressured Saniri to succumb to his sexual overtures, commentary, advances, assaults, and batteries in exchange for providing, or not withholding, financial and nonmonetary consideration, including earned income.

- 160. Christenbury's inappropriate sexual conduct and comments were unwelcome, frequent, severe, humiliating, and interfered with Saniri's work performance to the point where she altered her behavior to avoid Christenbury.
- 161. The acts of sexual harassment, discrimination, and retaliation by Christenbury were severe and pervasive enough that Saniri's employment conditions were altered and created an abusive working environment.
- 162. A reasonable female in Saniri's circumstances would consider the working environment to be abusive or hostile.
 - 163. Saniri subjectively perceived the working environment as abusive and hostile.
- 164. CEC's failure, by and through Pena-Benarroch as Chief Operating Officer, to address and correct the hostile work environment and *quid pro quo* sexual harassment was in violation of the Title VII. Christenbury's sexual advances, comments, and behavior in relation to Saniri contributed to the *quid pro quo* harassment environment.

Retaliation and Wrongful Termination

- 165. As a result of Christenbury's and CEC's quid pro quo harassment, when Saniri refused to submit to Christenbury's sexual overtures, commentary, advances, assaults, and batteries, Saniri suffered retaliation, including financial loss and termination of employment.
- 166. Pena-Benarroch, as the Chief Operating Officer, and acting on behalf of CEC, further perpetuated the hostile work environment by ignoring Saniri's complaints, telling Saniri to deal with it on her own, and protecting and enabling Christenbury's inappropriate behavior by telling other staff members that Saniri was a "troublemaker" and furthering his retaliation of her by withholding and reducing her pay, withholding employment verification forms for Medicaid, refusing her return to work, and ultimately terminating her employment.

- 167. Christenbury's pattern and practice of inappropriate sexual conduct and Pena-Benarroch's protection of such behavior has continued despite numerous EEOC charges by multiple employees, medical board complaints and investigations, and the present action. Defendants continue and will continue to persist with their offensive behavior and practices and will not take any steps to stop such behavior voluntarily.
- 168. Saniri engaged in protected activity under Title VII of the Civil Rights Act when she filed the First EEOC Charge reporting Christenbury's inappropriate sexual comments, advances, and behavior.
- 169. After Saniri reported Christenbury's inappropriate behavior to the EEOC and Defendants received the charge, she was terminated from her position, although Defendants failed to inform her that she was no longer employed by CEC.
- 170. Had Saniri not complained of sexual harassment as described herein, objected to Christenbury's sexual advances, assaults, and batteries, or filed the First EEOC Charge she would not have been terminated.
- 171. A causal connection exists between Saniri's protected activities and CEC and Christenbury's adverse, retaliatory actions against her.
- 172. CEC's and Christenbury's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests under Title VII. As a result, Saniri is entitled to an award of punitive damages.
- 173. Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, monetary and non-monetary benefits due to her, medical and other and expenses in an amount to be proven at trial.

- 174. CEC's and Christenbury's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, frightening and disturbing her to the point where she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.
- 175. As a result, Saniri is entitled to have and recover from Defendants CEC and Christenbury, all damages in excess of \$25,000.00 in an amount to be proven at trial, including consequential, general, special, compensatory; injunctive relief to deter similar misconduct in the future; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; reasonable attorneys' fees; and the costs of this action.

COUNT TWO

(Wrongful Discharge in Violation of Public Policy Based on Sex -- North Carolina Equal Employment Practices Act N.C. Gen. Stat. § 143-422.1, et. seq. Against CEC and Christenbury)

- 176. Saniri realleges and incorporates by reference the paragraphs above.
- 177. Saniri was an employee-at-will of CEC and Christenbury.
- 178. The public policy of the State of North Carolina, as set forth in N.C.G.S. § 143-
- 178. 422.2(a), North Carolina's Equal Employment Practices Act (NCEEPA"), prohibits employers from discriminating against employees on the basis of their sex or for opposing an employer's unlawful sexual harassment, retaliation, and hostile work environment on the basis of their sex.
- 179. CEC and Christenbury violated the public policy of North Carolina as set forth in N.C.G.S. § 143-422.1 et seq. by terminating Saniri because she is female, and because she

complained about sexual harassment, retaliation, hostile work environment, and sex discrimination.

- 180. Christenbury's offensive and inappropriate sexual harassment, hostile work environment, discrimination, and retaliation of Saniri was not investigated or remedied by CEC after Saniri reported it to the EEOC.
- 181. Saniri's termination occurred after she engaged in the protected activity of filing a charge with the EEOC; this wrongful termination violates the public policy of the State of North Carolina.
- 182. CEC's and Christenbury's conduct, as described above, was without justification or excuse, is reprehensible, and occurred despite Saniri's efforts to prevent, halt, and reserve the discrimination and harassment.
- 183. CEC's and Christenbury's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.
- 184. CEC's and Christenbury's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, frightening and disturbing her to the point where she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.

- 185. As a direct and proximate result of CEC's and Christenbury's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, monetary and non-monetary benefits due to her, medical and other and expenses in an amount to be proven at trial.
- 186. As a result, Saniri is entitled to recover from CEC and Christenbury all damages in excess of twenty-five thousand dollars (\$25,000) in an amount to be proven at trial, including consequential, general, special, and compensatory damages; injunctive relief to deter similar misconduct in the future; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; reasonable attorneys' fees; and the costs of this action.

COUNT THREE (Assault Against CEC and Christenbury)

- 187. Saniri realleges and incorporates by reference the paragraphs above.
- 188. Christenbury intentionally threatened Saniri with imminent bodily injury and offensive contact when he forcibly hugged her and pressed his erect penis against her for sexual gratification.
- 189. Christenbury intentionally threatened Saniri with imminent bodily injury and offensive contact when he asked if Saniri was wearing anything under her skirt, lifted up her skirt, and grabbed her buttocks, all while she was pregnant.
- 190. Saniri had a reasonable apprehension of imminent bodily injury to her person (and her unborn child) based on Christenbury's pattern and practice of unwelcome and inappropriate comments and behavior of a sexual nature. Saniri was so afraid for her personal safety that she kept her gun in her purse whenever she had to go to his apartment because she was afraid that he might rape her.
 - 191. CEC is owned, dominated, and controlled by Christenbury.

- 192. CEC had knowledge of, authorized, and ratified Christenbury's conduct.
- 193. Christenbury committed these acts in his office within the course and scope of his employment and business with CEC.
- 194. In so acting, CEC and Christenbury either intended to cause or were recklessly indifferent to the likelihood that such conduct would cause injury to Saniri.
- 195. As a direct and proximate result of CEC's and Christenbury's conduct, Saniri has been injured.
- 196. CEC's and Christenbury's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, frightening and disturbing her to the point where she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.
- 197. CEC's and Christenbury's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.
- 198. As a direct and proximate result of CEC and Christenbury's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, monetary and non-monetary benefits due to her, medical and other and expenses in an amount to be proven at trial.

199. As a result, Saniri is entitled to recover from CEC and Christenbury damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action.

COUNT FOUR (Battery Against Christenbury)

- 200. Saniri realleges and incorporates by reference the paragraphs above.
- 201. Christenbury intentionally touched and caused unwanted, harmful, and offensive bodily contact with Saniri when he forcibly hugged her and pressed his erect penis against her for personal sexual gratification.
- 202. Christenbury intentionally touched and caused unwanted, harmful, and offensive bodily contact with Saniri when he forcibly hugged her and rubbed his erect penis against her for personal sexual gratification.
- 203. Christenbury intentionally touched and caused unwanted, harmful, and offensive bodily contact with Saniri when he lifted up her skirt and grabbed her buttocks, which frightened her so much that she burst into tears and his conduct caused her to crash her vehicle on the way out of his apartment complex. He did this when she was pregnant.
- 204. Christenbury's bodily contact offended Saniri's reasonable sense of personal dignity.
 - 205. Saniri did not consent to Christenbury's touching and bodily contact.
 - 206. CEC is owned, dominated, and controlled by Christenbury.
 - 207. CEC had knowledge of, authorized, and ratified Christenbury's conduct.
- 208. Christenbury committed these acts within the course and scope of his employment and business with CEC.

- 209. In so acting, CEC and Christenbury either intended to cause or were recklessly indifferent to the likelihood that such conduct would cause injury to Saniri.
- 210. As a direct and proximate result of CEC's and Christenbury's conduct, Saniri has been injured.
- 211. CEC's and Christenbury's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, frightening and disturbing her to the point where she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.
- 212. CEC's and Christenbury's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.
- 213. As a direct and proximate result of CEC and Christenbury's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, other monetary and non-monetary benefits due to her, medical and other expenses in amounts to be proven at trial.
- 214. As a result, Saniri is entitled to recover from Defendants damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including

consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action.

<u>COUNT FIVE</u> (Intentional Infliction of Emotional Distress Against CEC and Christenbury)

- 215. Saniri realleges and incorporates by reference the paragraphs above.
- 216. Christenbury engaged in extreme and outrageous conduct by sexually assaulting and battering Saniri, and by harassing and intimidating her.
- 217. Christenbury intended to cause, or acted with reckless indifference to the likelihood that such conduct would cause severe emotional distress to Saniri.
- 218. Christenbury's actions were atrocious, utterly intolerable in a civilized community, and exceed all bounds usually tolerated by a decent society.
- 219. Separate and apart from its own tortious conduct, CEC is liable for the tortious conduct of Christenbury, its owner and agent, because:
 - a. at the time of the acts of assault, battery, harassment, and intimidation against
 Saniri, Christenbury owned, dominated, and controlled CEC, and held his position
 of authority over Saniri;
 - b. the assaults and batteries occurred within the course and scope of Christenbury's employment an in furtherance of CEC's business given that, among other things, the incidents occurred on work premises owned by Christenbury, and while Saniri was performing her duties as an employee of Defendants;
 - c. upon information and belief, Christenbury has a pattern and practice of using
 CEC to commit unlawful acts against his targets, including Saniri, in an attempt to
 shield himself from personal liability for his actions;
 - d. CEC had knowledge of, authorized, and ratified Christenbury's tortious conduct;

- e. upon information and belief, Christenbury has a pattern and practice of hiring young, attractive females so he can sexually assault, batter, harass, and intimidate them; and
- f. in other ways to be proven at trial.
- 220. Christenbury, by sexually assaulting and battering Saniri, and by harassing and intimidating her, and CEC, by authorizing and ratifying Christenbury's conduct, each intended to cause, or recklessly disregarded the likelihood that such actions would cause Saniri to suffer severe emotional distress.
- 221. CEC's and Christenbury's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, frightening and disturbing her to the point where she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.
- 222. CEC's and Christenbury's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.
- 223. As a direct and proximate result of CEC and Christenbury's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages,

compensation, other monetary and non-monetary benefits due to her, medical and other expenses in amounts to be proven at trial.

224. As a result, Saniri is entitled to recover from CEC and Christenbury damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action.

<u>COUNT SIX</u> (Intentional Infliction of Emotional Distress Against Pena-Benarroch)

- 225. Saniri realleges and incorporates by reference the paragraphs above.
- 226. Pena-Benarroch engaged in extreme and outrageous conduct when she facilitated and acted to cover up Christenbury's acts of assault, battery, harassment, intimidation, and disparagement against Saniri.
- 227. Pena-Benarroch, by helping facilitate and allowing Christenbury to sexually assault, batter, harass, disparage, intimidate, and retaliate against Saniri, participated in Christenbury's conduct, and intended to cause, or recklessly disregarded the likelihood that such actions would cause Saniri to suffer severe emotional distress.
- 228. At the time of the acts against Saniri, Pena-Benarroch was a supervisor, manager, and COO of CEC.
- 229. Pena-Benarroch further perpetuated the hostile work environment by having knowledge of Christenbury's pattern and practice of hostile work environment based on sex, quid pro quo harassment, and retaliation, and interest in the Honey Bees, pattern and practice of manipulation of female employees, and rather than protecting Saniri and other employees, Pena-Benarroch protected and enabled Christenbury and Christenbury's inappropriate behavior, helped him cover up and retaliate against others by telling other staff members that Saniri was a

"troublemaker" and furthering his retaliation of her by withholding and reducing her pay, withholding employment verification forms for Medicaid, refusing her return to work, and ultimately terminating her employment.

230. Pena-Benarroch's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.

231. Pena-Benarroch's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.

232. As a direct and proximate result of Pena-Benarroch's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, other monetary and non-monetary benefits due to her, medical and other expenses in amounts to be proven at trial.

233. As a result, Saniri is entitled to recover from Pena-Benarroch damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action.

COUNT SEVEN

(Negligent Infliction of Emotional Distress Against CEC and Christenbury)

Pled in the alternative

- 234. Saniri realleges and incorporates by reference the paragraphs above.
- 235. CEC and Christenbury owed a duty of care to Saniri, by virtue of her status as an employee, to protect her from harm in the workplace.
- 236. CEC and Christenbury breached their duty to Saniri by sexually assaulting, battering, harassing, intimidating, and retaliating against Saniri, and by terminating her when she complained about this conduct and filed an EEOC Charge as described herein.
- 237. CEC and Christenbury's actions as described above constitute negligence in that it was reasonably foreseeable that such conduct would cause Saniri severe emotional distress.
- 238. Separate and apart from its own tortious conduct, CEC is liable for the tortious acts of Christenbury, its owner and agent, because:
 - a. at the time of the acts of assault, battery, harassment, and intimidation against Saniri, Christenbury owned, dominated, and controlled CEC, and held his position of authority over Saniri;
 - b. the assaults and batteries occurred within the course and scope of Christenbury's employment an in furtherance of CEC's business given that, among other things, the incidents occurred on work premises owned by Christenbury, and while Saniri was performing her duties as an employee of Defendants;
 - c. upon information and belief, Christenbury has a pattern and practice of using CEC to commit unlawful acts against his targets, including Saniri, in an attempt to shield himself from personal liability for his actions;
 - d. CEC had knowledge of, authorized, and ratified Christenbury's tortious conduct;

- e. upon information and belief, Christenbury has a pattern and practice of hiring young, attractive females so he can sexually assault, batter, harass, and intimidate them; and
- f. in other ways to be proven at trial.
- 239. CEC's and Christenbury's wrongful actions against Saniri did in fact cause her to suffer severe emotional distress, including, but not limited to, frightening and disturbing her to the point where she crashed her vehicle after the skirt lifting assault, causing her to suffer a near-miscarriage, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.
- 240. CEC's and Christenbury's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.
- 241. As a direct and proximate result of CEC and Christenbury's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, other monetary and non-monetary benefits due to her, medical and other expenses in amounts to be proven at trial.
- 242. As a result, Saniri is entitled to recover from CEC and Christenbury damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including

consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action.

COUNT EIGHT (Negligent Infliction of Emotional Distress Against Pena-Benarroch) Pled in the alternative

- 243. Saniri realleges and incorporates by reference the paragraphs above.
- 244. Pena-Benarroch, by virtue of her position as a supervisor, manager, and COO of CEC, owed a duty of care to Saniri, including a duty to protect her from harm in the workplace.
- 245. Pena-Benarroch has worked for and protected Christenbury for 10 years, facilitating and covering up his sexual harassment and tortious conduct toward young female employees during her tenure, including Saniri.
- 246. Pena-Benarroch breached her duty of care to Saniri when she perpetuated the hostile work environment by ignoring Saniri's complaints, telling Saniri to deal with it on her own, and protecting and enabling Christenbury's inappropriate behavior by telling other staff members that Saniri was a "troublemaker" and furthering his retaliation of her by withholding and reducing her pay, withholding employment verification forms for Medicaid, refusing her return to work, and ultimately terminating her employment.
- 247. Pena-Benarroch further failed to exercise reasonable care when she did not take any steps to stop Christenbury's behavior and actions from occurring.
- 248. Pena-Benarroch facilitated and allowed Christenbury to assault, batter, harass and intimidate Saniri, and ratified and participated in Christenbury's conduct.
- 249. Pena-Benarroch's failure to exercise reasonable care was a proximate cause of severe emotional distress to Saniri, including, but not limited to, anxiety, fear, flashbacks, tense muscles, bouts of crying, shaking, nausea, discomfort, dizziness, headaches, fear, flashbacks, and

nightmares, fatigue, sleep problems, persistent sad and empty mood, loss of interest or pleasure in activities, including sex, restlessness, irritability, pessimism, feelings of guilt, worthlessness, helplessness, and hopelessness.

- 250. Pena-Benarroch's conduct as described above was outrageous and aggravated, and included actual malice, oppression, insult, rudeness, indignity, willful, wanton, or a reckless disregard for Saniri's rights and interests. As a result, Saniri is entitled to an award of punitive damages.
- 251. As a direct and proximate result of Pena-Benarroch's unlawful conduct, Saniri is now and will continue to be unlawfully deprived of income in the form of wages, compensation, other monetary and non-monetary benefits due to her, medical and other expenses in amounts to be proven at trial.
- 252. As a result, Saniri is entitled to recover from Pena-Benarroch damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action.

<u>COUNT NINE</u> (North Carolina Wage and Hour Violations Against All Defendants)

- 253. Saniri realleges and incorporates by reference the paragraphs above.
- 254. Defendants are the "employer" of Saniri within the meaning of the North Carolina General Statutes, which states that an "employer" "includes any person acting directly or indirectly in the interest of an employer in relation to an employee." N.C. Gen. Stat. § 95-25.2(5).
- 255. Defendants owe wages for office hours worked as well as bonuses to Plaintiff based on visits to physicians' offices for the month of January. Defendants also owe bonuses to

Plaintiff for surgeries performed on patients referred through Saniri's physician visits, which should have been paid after the surgeries were performed.

- 256. Defendants failed and refused to make the payments between May 5, 2016 and July 19, 2016, and have not provided any payments since.
- 257. N.C. Gen. Stat. §95-25.7 requires that an employee whose employment is "discontinued" for any reason shall be paid all wages, including compensation, overtime, and accrued and unpaid vacation time, due on or before the next regular pay day. Wages based on bonuses shall be paid, when a separation occurs, on the first payday after the amount become calculable. N.C. Gen. Stat. §95-25.7. Such wages may not be forfeited unless the employee has been notified in writing or through a posting available to all employees, in accordance with N.C. Gen. Stat. § 95-25.13, of a policy or practice, which results in forfeiture.
- 258. Failure to pay all compensation due and owed to Saniri by the next regular pay date after the cessation of her employment or after such wages based on bonuses is calculable is a violation of the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1 et seq. ("Wage and Hour Act").
- 259. N.C. Gen. Stat. § 95-25.7A provides that "if the amount of wages is in dispute, the employer shall pay wages, or that part of the wages, which the employer concedes to be due without condition" ... and that "the employee retains all remedies that the employee might otherwise be entitled to regarding any balance of wages claimed by the employee; and acceptance of a partial payment of wages under this section by an employee does not constitute a release of the balance of the claim; further, any release of the claim required by an employer as a condition of partial payment is void."

- 260. Defendants have not paid Saniri the full wages payable to her on the next regular pay date following the cessation of her employment, or after such time as bonuses became calculable, or at any time thereafter.
- 261. Defendants are or should be in possession and control of the reports and other documentation that reflect the hours worked and bonuses earned by Saniri during January 2016.
- 262. As a result, Saniri is entitled to recover from Defendants, jointly and severally, all unpaid wages in the amount of approximately \$2,080, interest, double damages, and attorney's fees and costs, in an amount in excess of twenty-five thousand dollars \$25,0000, to be proven at trial.

(Breach of Contract Against CEC and Christenbury)

- 263. Saniri realleges and incorporates by reference the paragraphs above.
- 264. CEC and Christenbury entered into an agreement with Saniri in which she worked with assigned physicians to have the physicians refer their patients to CEC and Christenbury for the patients' surgeries.
- 265. As consideration for generating the referrals, Christenbury offered Saniri payment of fifty (50) dollars per referral to be paid after the scheduled surgery was completed.
- 266. While Saniri was on maternity leave she was entitled to receive payment for completed surgeries that occurred as a result of her referrals, however, CEC and Christenbury have breached the agreement by not providing payment to Saniri.
- 267. Saniri has been damaged as a result of the breach and is entitled to recover from CEC and Christenbury damages in an amount in excess of twenty-five thousand dollars (\$25,000.00), to be proven at the trial of this matter, including compensatory, consequential, general, special, costs, and pre-judgment and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, Saniri respectfully prays the Court as follows:

- 1. Pursuant to Count One (Violations of Title VII Against CEC and Christenbury), that Saniri have and recover from Defendants, jointly and severally, all damages in excess of \$25,000.00 in an amount to be proven at trial, including punitive, consequential, general, special, compensatory; injunctive relief to deter similar misconduct in the future; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; reasonable attorneys' fees; and the costs of this action;
- 2. Pursuant to Count Two (Wrongful Discharge in Violation of Public Policy NCEEPA Against CEC and Christenbury), that Saniri have and recover from Defendants, jointly and severally, all damages in excess of twenty-five thousand dollars (\$25,000) in an amount to be proven at trial, including punitive, consequential, general, special, and compensatory damages; injunctive relief to deter similar misconduct in the future; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; reasonable attorneys' fees; and the costs of this action;
- 3. Pursuant to Count Three (Assault Against CEC and Christenbury), that Saniri have and recover from the Defendants, jointly and severally, damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including punitive, consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action;
- 4. Pursuant to Count Four (Battery Against CEC and Christenbury), that Saniri have and recover from the Defendants, jointly and severally, damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including punitive,

consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action;

- 5. Pursuant to Count Five (Intentional Infliction of Emotional Distress Against CEC and Christenbury), that Saniri have and recover from Defendants, jointly and severally, damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including punitive, consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action;
- 6. Pursuant to Count Six (Intentional Infliction of Emotional Distress Against Pena-Benarroch), that Saniri have and recover damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including punitive, consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre-and post-judgment interest; attorneys' fees; and the costs of this action;
- 7. Pursuant to Count Seven (Negligent Infliction of Emotional Distress Against CEC and Christenbury, pled in the alternative), that Saniri have and recover from Defendants, jointly and severally, damages in excess of twenty-five thousand dollars (\$25,000.00) in an amount to be proven at trial, including punitive, consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action;
- 8. Pursuant to Count Eight (Negligent Infliction of Emotional Distress Against Pena-Benarroch, pled in the alternative), that Saniri have and recover damages in excess of twentyfive thousand dollars (\$25,000.00) in an amount to be proven at trial, including punitive,

consequential, general, special, and compensatory damages; back pay; front pay; damages for emotional distress; pre- and post-judgment interest; attorneys' fees; and the costs of this action;

- 9. Pursuant to Count Nine (North Carolina Wage and Hour Violations Against All Defendants), that Saniri have and recover from Defendants, jointly and severally, all unpaid wages in the amount of approximately \$2,080, pre- and post-judgment interest, double damages, and attorney's fees and costs, in an amount in excess of twenty-five thousand dollars \$25,0000, to be proven at trial;
- 10. Pursuant to Count Ten (*Breach of Contract Against CEC and Christenbury*), that Saniri have and recover from Defendants, jointly and severally, damages in an amount in excess of twenty-five thousand dollars (\$25,000.00), to be proven at the trial of this matter, including compensatory, consequential, general, special, costs, and pre-judgment and post-judgment interest;
- 11. That the Court order injunctive relief against Defendants CEC and Christenbury to cease his pattern and practice of discrimination and retaliatory actions against Saniri and others as monetary relief alone is insufficient to provide Saniri with complete relief and cause Defendants to cease such wrongful practices;
- 12. That Saniri have and recover all costs incurred in this action, including attorneys' fees, jointly and severally;
 - 13. That Defendants be held jointly and severally liable;
 - 14. The cost of this action be taxed against the Defendants;
 - 15. That this matter proceed to trial before a jury; and
 - 16. That the Court may grant such other and further relief as it deems just and proper.

Respectfully submitted, this the 11th day of July, 2017.

MALONEY LAW & ASSOCIATES, PLLC

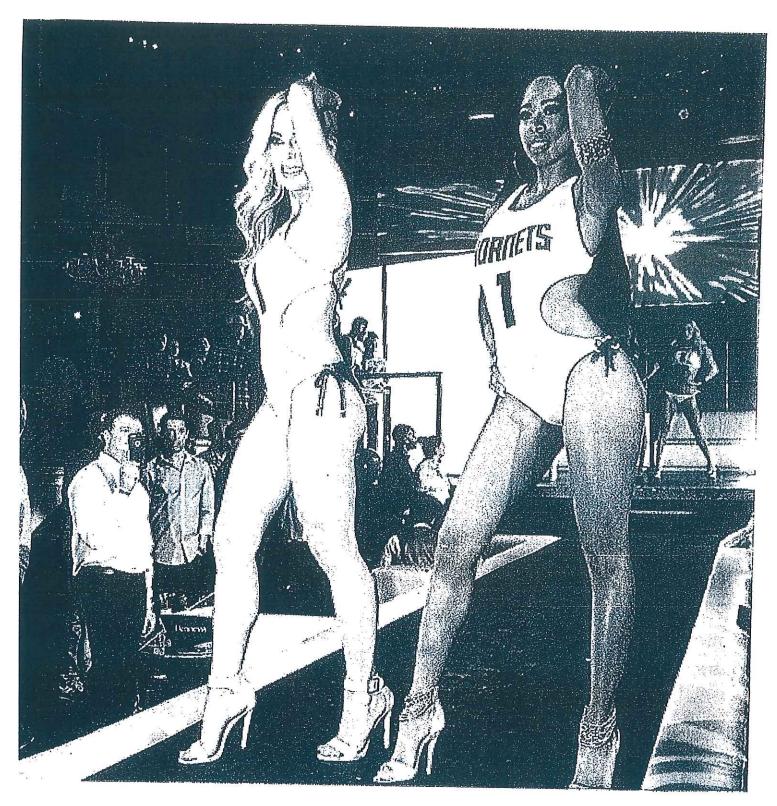
Margaret Behringer Maloney, N.C. Bar No. 13253

1824 East Seventh Street Charlotte, NC 28204

mmaloney@maloneylegal.com

Telephone: 704-632-1622 Facsimile: 704-632-1623 Attorney for Plaintiff













5:10 PM



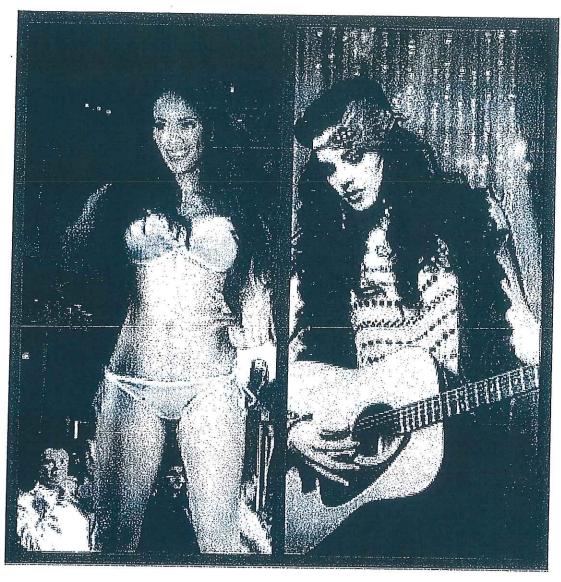


PHOTO





thehoneybees







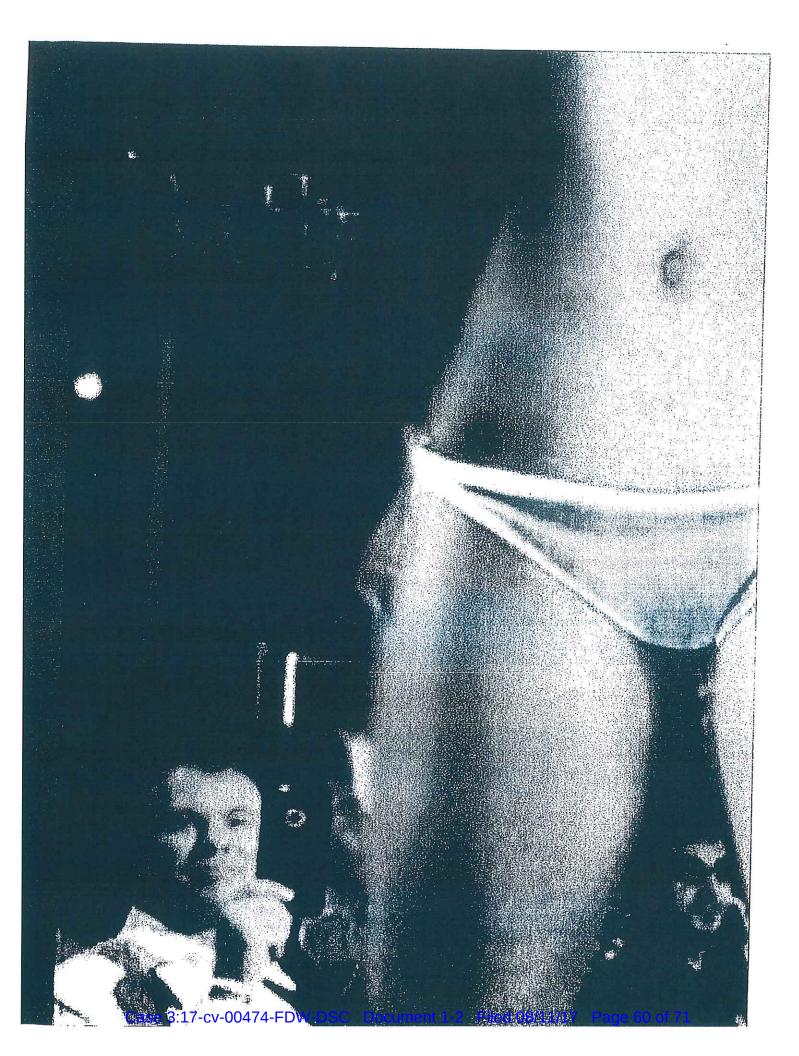












CHARGEORDING						
CHARGE OF DISCRIMINATION This form is affected by the Privacy Act of 1974; See Privacy Act		AGENCY	1	CHAI	RGE NUMBER	
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					and EEOC	
NAME(Indicate Mr., Ms., Mrs.) State or local Agency, if any HOME TELEPHONE (Include Area)						
Ms. Niloufar Saniri (786) 300-9193			(Include Area (Code)		
STREET ADDRESS CITY, STATE AND	7 ZIP CODE	(700) 300-9193		-		
1516 Sharon Road West Charlotte, NC 28210				DATE OF BIRTH		
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)						
	MEMBERS	MBER OF EMPLOYEES,			(Include Area Code)	
3621 Christenbury Eye Care Center	1	15 plus 704 332 9365				
STREET ADDRESS CITY, STATE AND	ZIP CODE	n conti			COUNTY	
Randolph Road, Charlotte, NC 28211						
NAME	T	TELEPHONE NUMBER (Include Are			(Code)	
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STREET ADDRESS CITY, STATE AND ZIP CODE				COUNTY		
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RACE COLOR X SEX RELIGION AGE EARLIEST (ADEA EPA) LATEST (ALL)						
X RETALIATIO X NATIONAL DISABILI OTHER (Spe						
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THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):						
1. I work for Christenbury Eye Care Center ("CECC"). CECC is owned and controlled by Dr. Jonathan Christenbury. I was recruited to CECC by Dr. Christenbury.						
11. I work in marketing. Dr. Christenbury also had me perform personal errands for him. Throughout my employment, Dr. Christenbury said and did						
Charlotte Homets Cheerleader, and he said he only wants to work with protty girls. He stalled me because he finds me physically attractive, I was a						
offered me money to have sex with him, said be wanted to lick me, and pressed his great rapid pressed						
in mapping the religious fit has been willing my \$410 cash normanic cinus the day be and the fit of						
skirt, and grabbed my butt. I was so upset I totaled my car. He told co-workers afterwards that they shouldn't believe anything I said, because you can't trust "those people" referencing my Iranian heritage. He later continued to ask me to date him, go into the cosmetic laser business with him, send him						
photos of any tattoos I had, and go to an event with him.	isk ine to date	mm, go ma me ce	osmette i	aser dusiness wi	th him, send him	
I want this charge filed with both the EEOC and the State or local NOTARY - (When necessary for State and Local Require Agency, if any, I will advise the guerales if I also a local Require the guerales in the guerale					(Requirements)	
Agency, if any. I will advise the agencies if I change my address or elephone number and I will cooperate fully with them in the processing						
of my charge in accordance with their procedures.	E					
*						
	to the be	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.				
declare under penalty of perjury that the foregoing is true and correct,	. SIGNAT	IGNATURE OF COMPLAINANT				
NI TO						
Inter Jon	SUBSCR	SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)				
charging Party (Signature)	(Day, inc	nun, and year)			CVIIID	
EOC FORM 5 (Test 10/94)					EXHIBIT	

I did not send him pictures, and did not go to the event. After the event, he tried to come to my house, and when I declined, he became furious and demanded that I return the car he loaned me. Recently, I noticed that he was watching me when I was having a private conversation with another employee that he is harassing. Afterwards, I was offered a bonus for my good work and asked to sign a document they said was a receipt for the check. I signed the receipt without reading it, and then realized that it was actually a release. I told the office manager that I did not agree with the release and would not accept the check. They promised to shred the document I signed.

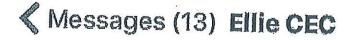
III. CECC through Dr. Christenbury has engaged in a hostile environment and quid pro quo sexual harassment, National Origin discrimination, and retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended.

TRANSMISSION VERIFICATION REPORT

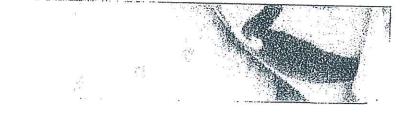
TIME : 01/21/2016 23:18 NAME : FEDEX OFFICE 3007 FAX : 704--364-7825 TEL : SER.#: U63314J3J495701

DATE, TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE

01/21 23:17 7043445734 00:00:53 02 OK STANDARD ECM



Details



Oh my gosh! She is beautiful



The, Way & BIRA PAR

Hi Elliet Hew are you? Did you receive my email regarding returning to work?

HIG. HAVE, ALAME

Hey I'm good how are you and Zara doing? Yes I got your email what type of hours are you looking at? Do you have childcare

We're doing great. :) Here she is now.

EXHIBIT







Messages (13) Ellie CEC

Details



Oh my gosh she is a cutie. Big girl! How old is she now?

I was hoping to do something part time like I was before. Gerald will be back this month from Portland so he will be able to help watch her while I work.







Details

Washing a light to the contract of the party

Ok have to check out the current schedule with Nadia and get back to you. I'm out on pto all next week so we can talk more about work after I return. How have things been with you

> Ok that would be great! Thank you. I've been good, just getting through these first weeks. A lot of restless nights but I love every moment of it!

Also, I had a chance to review the OD Reports Nadia has sent over for the past 2 months and it looks like a couple of my OD's have had surgeries. Can I confirm that the surgeries went through and send in my bonus report to you?



Messages (13) Ellie CEC

Details

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Yes I did I am out this week but will get back to you by Monday

> Oh ok, no problem. Enjoy your time off. :)

The, Mey 26, 11:02 AM

Hi Ellie, just curious if you had a chance to talk about my bonus check and upcoming schedule?

Haffusion'





Details

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Ok have to check out the current schedule with Nadia and get back to you. I'm out on pto all next week so we can talk more about work after I return. How have things been with you

> Ok that would be great! Thank you. I've been good, just getting through these first weeks. A lot of restless nights but I love every moment of it!

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Ms. Niloufar Saniri	9120		(Include Area C	Code)		
	(786) 30	0-9193		T		
STREET ADDRESS CITY, STATE AND 1516 Sharon Road West Charlotte, NC 28210	ZIP CODE			DATE OF BIRTH		
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Christenbury Eye Care Center	15 plus		704-332-9365		1	
STREET ADDRESS CITY, STATE AND	ZIP CODE			COUNTY	7	
3621 Randolph Road, Charlotte, NC 28211						
NAME	TELEPH	ONE NUMBI	ER (Include Area	Code)	1	
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THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):						
 I work for Christenbury Eye Care Center ("CECC"). CECC is owned Christenbury. I went on maternity leave the end of February, 2016. I asked it 	and controlled by Dr. Jo	nathan Christer	nbury. I was recru	tited to CECC by Dr.		
she would need me to work ruliume hours when I returned, to which I agreed	d.					
II. I filed a prior EEOC charge against CECC, Charge Number 430-2016-01332. That Charge was sent to Dr. Christenbury and CECC by the EEOC sometime after April 28,2016. I have made multiple inquiries to CECC and Ellie Pena-Benarroch, the Office Manager, about returning to work and about payment of outstanding bonuses that I am due. I sent Ellie Pena-Benarroch a text message on Monday, May 16, 2016 (copy attached) but was told she could not address the matter until she returned to work the following Monday (May 23). After hearing nothing back, I sent her another text message on Thursday, May 26, asking about being returned to the schedule. This time I was told that Ellie Pena-Benarroch would have to check with Newton						
Sigminski out that bille Pena-Benarroch would be out the following week t	May 30-June 31 and d	at the matter to	rould be addenner	tohan (annu		
attached). I still have heard nothing about being returned to the schedule and have not been paid the outstanding bonuses that are due. III. I believe I am being retaliated against in violation of Title VII of the Civil Rights Act of 1964, as amended.						
011234						
I want this charge filed with both the EEOC and the State or local	NOTARY - (Wh	en necessary		of Requirements)		
Agency, if any. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the		(2)	RECEIVED	18		
processing of my charge in accordance with their procedures.						
(5/ 10N 1 3 7010 /=)						
	I swear or affirm true to the best of	I swear or affirm that I have read the above parge, and that it is true to the best of my knowledge, information and bestef.				
declare under penalty of perjury that the foregoing is true and	SIGNATURE OF	COMPLAIN	ANT TO TRAK	/		
Correct.						
Nel 2/2016	SUBSCRIBED A (Day, month, and	ND SWORN year)	TO BEFORE MI	E THIS DATE		
pale 06/13/2016 Charging Party (Signature)						
GEOC FORM 5 (Test 10/94)				EXHIBIT		



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Charlotte District Office

129 West Trade Street, Suite 400
Charlotte, NC 28202
Intake Information Group: 800-669-4000
Intake Information Group TTY: 800-669-6820
Charlotte Status Line: (866) 408-8075
Direct Dial: (704) 344-6686
TTY (704) 344-6684
FAX (704) 954-6410
Website: www.eee.gov

EEOC No: 430-2016-01617

Niloufar Saniri 1516 Sharon Road West Charlotte, NC 28210

Charging Party

Christenbury Eye Center 3621 Randolph Road Charlotte, NC 28211

Respondent

DETERMINATION

I issue the following determination as to the merits of subject charge. Respondent is an employer within the meaning of Title VIII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII"). Timeliness and all other requirements for coverage have been met.

Charging Party alleges Respondent discharged her in retaliation for engaging in protected activity and because of her sex, female (pregnancy), in violation of Title VII. Respondent denies all allegations. Examination of the evidence supports Charging Party's allegation that Respondent discharged her in retaliation for engaging in protected activity, and does not support Respondent's defense.

Examination of evidence shows that at all relevant times, Charging Party was an employee of Respondent within the meaning of Title VII. The evidence also shows that Charging Party engaged in multiple acts of protected activity that were known to Respondent. Respondent discharged Charging Party in or about May 2016 when Respondent refused to put Charging Party on the schedule or otherwise allow Charging Party to return to work. The evidence establishes a causal connection between Charging Party's protected activity and her discharge. Accordingly, there is reasonable cause to believe Respondent violated Title VII.

The evidence is insufficient to conclude Respondent discharged Charging Party on the basis of her sex, female (pregnancy). This does not, however, certify that Respondent is in compliance with Title VII with respect to that claim.

Evidence obtained during the investigation of this charge shows that Respondent created and maintains a sexually hostile work environment for female employees at its Charlotte, North Carolina facility. Evidence further shows that employees are given no meaningful opportunity to complain and that employees who do complain are subjected to adverse employment actions, including termination. Therefore, the Commission finds that since at least February 2015, Respondent has subjected female employees to a sexually hostile work environment at its Charlotte, North Carolina facility. The Commission further finds that since at least August 2015, Respondent has subjected female employees who engaged in protected activity to adverse employment actions. The aforementioned harassment and retaliation practices constitute a pattern or practice of discrimination against women.



Based on this analysis, I have determined that the evidence obtained during investigation establishes that Respondent violated Title VII by subjecting Charging Party to a sexually hostile work environment, subjecting Charging Party to quid pro quo sex harassment, by retaliating against Charging Party by withholding her earned income, and by retaliating against Charging Party by terminating her employment.

There is insufficient evidence to conclude Respondent violated Title VII by discriminating against Charging Party based on her national origin (Iranian). This does not, however, certify that Respondent is in compliance with the law with respect to this allegation.

Upon finding that there is reason to believe that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practice by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The confidentiality provisions of Section 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

Director

On Behalf of the Commission:

Charlotte District Office

cc:

Meg Maloney
Maloney Law and

Maloney Law and Associates, PLLC 1824 E. Seventh Street

Charlotte, NC 28204

Frederick Thurman, Jr. Shumaker, Loop & Kendrick, LLP 101 South Tryon Street Suite 2200

Charlotte, NC 28202

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

7017 116-3 P 2:35

NILOUFAR SANIRI COMENSISE 99, 0.8.0

Plaintiff,

V.

CHRISTENBURY EYE CENTER, P.A., JONATHAN CHRISTENBURY, M.D.; and ELLIE PENA-BENARROCH,

Defendants.

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 17-CVS-11532

AFFIDAVIT OF SERVICE

The undersigned, being first duly sworn, deposes and says:

- 1. A copy of the Application and Order Extending Time to File Complaint, Civil Summons to be Served with Order Extending Time to File Complaint, Complaint, and Delayed Service of Complaint in this action were sent by FedEx on July 11, 2017 to Ellie Pena-Benarroch at her home address of 7009 Camworth Lane, Fort Mill, SC 29707 and the business address of Christenbury Eye Center, P.A. at 3621 Randolph Road, Suite 100, Charlotte, NC 28269. Such copies were in fact delivered to Ms. Pena-Benarroch at the above-listed addresses on July 12, 2017, as evidenced by the delivery receipts attached hereto as **Exhibit A**.
- 2. A copy of the Application and Order Extending Time to File Complaint and Civil Summons to be Served with Order Extending Time to File Complaint in this action were sent by Certified Mail on June 22, 2017 to Christenbury Eye Center, P.A. at the registered agent address of 160 Mine Lake Court, Suite 200, Raleigh, NC 27615. Such copies were in fact delivered to the registered agent for Christenbury Eye Center, P.A. at the above-listed addresses on June 26, 2017, as evidenced by the delivery receipt attached hereto as **Exhibit B1**. A copy of the Complaint and

EXHIBIT

C

Delayed Service of Complaint in this action were sent by FedEx on July 11, 2017 to Christenbury Eye Center, P.A. at the registered agent address of 160 Mine Lake Court, Suite 200, Raleigh, NC 27615. Such copies were in fact delivered to the registered agent for Christenbury Eye Center, P.A. at the above-listed addresses on July 12, 2017, as evidenced by the delivery receipt attached hereto as **Exhibit B2**.

- 3. A copy of the Application and Order Extending Time to File Complaint, Civil Summons to be Served with Order Extending Time to File Complaint, Complaint, and Delayed Service of Complaint in this action were served by Mecklenburg County Sheriff on July 28, 2017 to Jonathan Christenbury, M.D., as evidenced by the attached **Exhibit C**.
- 5. Therefore, all Defendants have been duly served in accordance with Rule 4(j)(1) and 4(j)(6) of the North Carolina Rules of Civil Procedure.

 This, the 3^{rd} day of August, 2017.

MALONEY LAW & ASSOCIATES, PLLC

Margaret Behringer Maloney, N.C. Bar No. 13253

Jennifer Spyker, N.C. Bar No. 46048

1824 E. Seventh Street Charlotte, NC 28204

mmaloney@maloneylegal.com

jspyker@maloneylegal.com

Telephone: 704-632-1622 Facsimile: 704-632-1623 Attorneys for Plaintiff

Sworn to and subscribed before me, This, the 3rd of August, 2017.

Notary Public

My commission expires:

SEAL

May 6 2019

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **AFFIDAVIT OF SERVICE** was served by depositing same in the U.S. mail, postage prepaid and addressed as follows:

Christenbury Eye Center, P.A. c/o National Registered Agents, Inc. 160 Mine Lake Court, Ste 200 Raleigh, NC 27615

Dr. Jonathan Christenbury 2231 Thornridge Road Charlotte, NC 28226

Ellie Pena-Benarroch c/o Christenbury Eye Center 3621 Randolph Rd., #100 Charlotte, NC 28211

Ellie Pena-Benarroch 7009 Carnwarth Lane Fort Mill, SC 29707

This the 3rd day of August, 2017.

MALONEY LAW & ASSOCIATES, PLLC

Margaret Behringer Maloney, N.C. Bar No. 13253

1824 East Seventh Street Charlotte, NC 28204

mmaloney@maloneylegal.com

Telephone: 704-632-1622 Facsimile: 704-632-1623 Attorney for Plaintiff

779607397082

Tue 7/11/2017

1824 East 7th 3t Charlotte, NC US 28304 704 832 1822



Wed 7/12/2017 1:03 pm

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▲ Date/Time

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Margaret Maloney

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Margaret Maloney

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Tue 7/11/2017

Maloney Law & Associates, PLLC

1324 East 7th St. Charlotte, NO US 29204 704 632-1622



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Mecklenburg County Sheriff's Office Sheriff Drwin Carmichael

Civil Pleading Lookup

Welcome to the Mecklenburg County Sheriff Civil Pleading Lookup.

To check on a civil proces, please search by Name, Business Name, Order Number or by Document Number.

Please Note: If you don not find your civil process, please check the following site - Civil Pleading Lookup system

ast Name Business Name

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Order =

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	Name : Involvement	File # . Order #	Date Issued ' Date Received	Received Method	Process Type	Status Description	Status Date
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STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTI SUPERIOR COURT DIVISION			
MECKLENBURG COUNTY	FILE NO. 17 CVS 11532			
NILOUFAR SANIRI,)			
Plaintiff,				
vs.	NOTICE OF FILING REMOVAL			
CHRISTENBURY EYE CENTER, P.A., JONATHAN CHRISTENBURY, M.D. and ELLIE PENA-BENARROCH,	TO FEDERAL COURT))			
Defendants.)			
TO: Niloufar Saniri c/o Margaret B. Maloney Maloney Law & Associates, PLLC 1824 East Seventh Street Charlotte, NC 28204				
Hon. Elisa Chinn-Gary Clerk of the Court				

Defendants Christenbury Eye Care Center, P.A., Jonathan Christenbury, M.D., and Ellie Pena-Benarroch (collectively referred to as "Defendants") hereby give notice to this Court and all parties and their counsel that this matter has been removed to the United States District Court for the Western District of North Carolina, Charlotte Division, as authorized by 28 U.S.C. § 1331, 1441 and 1446. Defendants' Notice of Removal of this action to that Court is based upon federal question jurisdiction. A copy of the Notice of Removal is hereby filed with the above-named Clerk of Court, in accordance with the provisions of 28 U.S.C. § 1446(d), and is attached hereto as Exhibit 1. A copy of the Notice of Removal has also been served upon the Plaintiff in this matter by mailing the same to her counsel of record.

Mecklenburg County Superior Court

832 East Fourth Street Charlotte, NC 28202

> EXHIBIT D

Respectfully submitted this the 11th day August, 2017.

JACKSON LEWIS P.C.

BY:

ANN H. SMITH

N.C. State Bar No. 23090

Attorneys for Defendants

3737 Glenwood Avenue, Suite 450

Raleigh, NC 27612

Telephone: (919) 760-6460 Facsimile: (919) 760-6461

Email: Ann.Smith@jacksonlewis.com

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE				
MECKLENBURG COUNTY	SUPERIOR COURT DIVISION FILE NO. 17 CVS 11532				
NILOUFAR SANIRI,					
Plaintiff,					
vs.	CERTIFICATE OF				
CHRISTENBURY EYE CENTER, P.A., JONATHAN CHRISTENBURY, M.D. and ELLIE PENA-BENARROCH,	SERVICE))				
Defendants.)				
The undersigned certifies that on Aug Removal was served on all parties to this cause	gust 11, 2017, a copy of the attached <i>Notice of Filing</i> by:				
Hand delivering a copy hereof	to the said party addressed as follows:				
Depositing a copy hereof, post said party as follows:					
	a nationally recognized overnight courier service, ed to each said party as follows:				
Telecopying a copy hereof to e	ach said party as follows:				
Maloney Law 6 1824 East Charlott	et B. Maloney & Associates, PLLC Seventh Street Te, NC 28204 ANN H. SMITH N.C. State Bar No. 23090 Jackson Lewis P.C. Attorneys for Defendants 3737 Glenwood Avenue, Suite 450 Raleigh, NC 27612				
	Telephone: (919) 760-6460 Facsimile: (919) 760-6461 Email: Ann.Smith@jacksonlewis.com				

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil do					1974, is required for the use of	the elerk of court for the	
I. (a) PLAINTIFFS				DEFENDANTS			
NILOUFAR SANIRI				CHRISTENBURY EYE CENTER, PA, JONATHAN CHRISTENBUR			
(b) County of Residence of First Listed Plaintiff Mecklenburg Count (EXCEPT IN U.S. PLAINTIFF CASES)				NOTE: IN LAND CO	of First Listed Defendant (IN U.S. PLAINTIFF CASES OF CONDEMNATION CASES, USE TOF LAND INVOLVED.	CASES ONLY) S, USE THE LOCATION OF	
(c) Attorneys (Firm Name, A	Address, and Telephone Number	r)		Attorneys (If Known)			
Margaret B. Maloney, Ma 1824 East Seventh St, C	,	•		Ann H. Smith, Jac 3737 Glenwood A		C 28612; (919) 760-6460	
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CI	TIZENSHIP OF P	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff	
☐ 1 U.S. Government Plaintiff	■ 3 Federal Question (U.S. Government)	Not a Party)			TF DEF □ 1 Incorporated or Pr of Business In □		
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenshi	ip of Parties in Item III)	Citize	n of Another State	2		
				n or Subject of a greign Country	3 G 3 Foreign Nation	□ 6 □ 6	
IV. NATURE OF SUIT		ly) RTS	FO	RFEITURE/PENALTY	Click here for: Nature of BANKRUPTCY	of Suit Code Descriptions. OTHER STATUTES	
 □ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation □ 220 Foreclosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property 	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability Personal Injury - Product Liability Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITION Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Othe 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement	□ 694 □ 714 □ 724 □ 75 ■ 79	5 Drug Related Seizure of Property 21 USC 881 0 Other LABOR 0 Fair Labor Standards Act 0 Labor/Management Relations 0 Railway Labor Act 1 Family and Medical Leave Act 0 Other Labor Litigation 1 Employee Retirement Income Security Act IMMIGRATION 2 Naturalization Application 5 Other Immigration Actions	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS □ 820 Copyrights □ 835 Patent - Abbreviated New Drug Application □ 840 Trademark SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 375 False Claims Act □ 376 Qui Tam (31 USC	
	noved from 3 te Court Cite the U.S. Civil Sta	Appellate Court tute under which you ar	J 4 Reins Reop	1 1141151	er District Litigation Transfer		
VII. REQUESTED IN COMPLAINT:	Violation of Title	II of the Civil Right IS A CLASS ACTION		1964 EMAND \$	CHECK YES only JURY DEMAND	if demanded in complaint: : ☒ Yes ☐ No	
VIII. RELATED CASE IF ANY	(See instructions):	JUDGE			DOCKET NUMBER		
DATE 08/11/2017 FOR OFFICE USE ONLY		signature of att /s/ Ann H. Smit		F RECORD			

Case 17:17-cv-00474-FDW PDS 17:00 Document 1-5 中海 08/11/17 Page 19 01 2

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- **I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- **II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- **III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.
- **V. Origin.** Place an "X" in one of the seven boxes.
 - Original Proceedings. (1) Cases which originate in the United States district courts.
 - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date. Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - Multidistrict Litigation Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407
 - Multidistrict Litigation Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.
- VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.