

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

JONATHAN SAAD,

Plaintiff,

v.

**DANIEL SINGH, individually and in his
official capacity as Executive Director of
the Metropolitan Nashville Arts
Commission; and METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY, TENNESSEE,
Acting by and through the
METROPOLITAN NASHVILLE ARTS
COMMISSION**

Defendants.

No. _____

JURY DEMAND

COMPLAINT

The plaintiff, Jonathan Saad (“Plaintiff” or “Mr. Saad”), files this Complaint against the defendants Daniel Singh (“Defendant Singh” or “Mr. Singh”) individually and in his official capacity as Executive Director of the Metropolitan Nashville Arts Commission; and the Metropolitan Government of Nashville and Davidson County, Tennessee (the “Metropolitan Government”), acting by and through the Metropolitan Nashville Arts Commission (the “Metro Arts Commission”) for race, color, age, and sex discrimination and retaliation in violation of the Tennessee Human Rights Act (“THRA”), T.C.A. § 4-21-301, or, in the alternative, for retaliation for refusing to participate in or remain silent about illegal activities in violation of the Tennessee Public Protection Act (“TPPA”), T.C.A. §50-1-304; and for breach of contract and/or

promissory fraud under Tennessee common law. The Metro Arts Commission and Metropolitan Government are referred to collectively herein as “Metro.”

In support of his claims, Mr. Saad would show the Court the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action, and venue is proper in this Court, pursuant to T.C.A. § 16-11-101 *et seq.* and § 20-4-101 *et seq.*, and because a substantial portion of the acts giving rise to this lawsuit occurred in Davidson County, Tennessee.

THE PARTIES

2. At all times material to this lawsuit, the plaintiff, Mr. Saad, was a resident of Nashville, Davidson County, Tennessee.

3. Defendant Singh is a resident of Nashville, Davidson County, Tennessee, and from approximately September of 2022 to the date of filing of this Complaint was the Executive Director of the Metro Arts Commission. He can be served with process at the office of the Metro Arts Commission at 1417 Murfreesboro Pike, Nashville, Tennessee 37217.

4. Defendant Metro Government is a consolidated city and county government formed by the City of Nashville and Davidson County and incorporated pursuant to Tenn. Code Ann. §§ 7-1-101, *et seq.* Pursuant to Tennessee Rule of Civil Procedure 4.04 (7) and (8), it can be served with process on its chief executive officer.

5. Defendant Metro Arts Commission is a commission of the Metro Government established in Chapter 2.112, Section 2.112.010 of the Metropolitan Code of Laws, as amended, to promote the study, participation in and appreciation of the visual,

performing and literary arts; to support and participate in the presentation of displays, exhibits, recitals, concerts, lectures and symposia; to cooperate with and assist public and private educational institutions, the media, and other private and governmental entities involved in artistic and cultural promotion; to provide leadership that stimulates and advances the arts to enrich the human experience for all Nashville/Davidson County residents; and to promote organizational stability and growth, foster excellence, generate awareness, increase accessibility, respond to diverse community needs, and facilitate cooperation and partnerships that create a vibrant, vigorous, healthy community where all the arts flourish and grow. Pursuant to Tennessee Rule of Civil Procedure 4.04 (7) and (8), it can be served with process on the chief executive officer of the Metro Government.

FACTS

6. Mr. Saad is a fifty-six (56) year old male with over twenty years of experience in grant writing and grant making; government and nonprofit management; operation, oversight, and management of entities dedicated to arts, film, history, and culture; project, program, and staff management; donor, stakeholder, and community engagement; diversity, equity, and inclusion; community/economic development; and other skills directly relevant to the work of the Metro Arts Commission.

7. Mr. Saad's mother is Caucasian, and his father is of Lebanese ancestry. Although Mr. Saad is light-skinned and may appear to many to be fully Caucasian, he is, in fact, half Caucasian and half Lebanese Middle Eastern Arab (sometimes referred to as MENA – Middle Eastern North African).

8. From 2000 to 2005, Mr. Saad served as the Director of Community Arts Development for the Tennessee Arts Commission. From 2005 to 2010, he served as the

Grants Program Manager Director for the Metro Arts Commission. Subsequently Mr. Saad worked with several arts and cultural organizations, including but not limited to serving as Managing Director of the Nashville Opera and as Executive Director of Cinema South, a 501(c)(3) non-profit arts organization that provides opportunities for artists depicting local culture, community, and history through the arts.

9. In June of 2022, the interim Executive Director of the Metro Arts Commission, Ian Myers, solicited Mr. Saad to return to the Metro Arts Commission and resume his prior role as Grants Program Manager. The Interim Executive Director stated that the position would be on a contract basis initially, but that as soon as a new Executive Director was hired, the Grants Program Manager position would be posted and filled on a permanent, non-contract basis.

10. Mr. Saad accepted the offer of employment with Metro, and in July of 2022, he began serving as Metro Arts Commission Grants Program Manager on a full-time, contract basis.

11. In August of 2022, Defendant Singh was hired to be the new Executive Director of the Metro Arts Commission. He began serving as Executive Director in September of 2022.

12. In October of 2022, on behalf of the Metro Arts Commission, Defendant Singh engaged his friend by the name of Dana Parsons (“Ms. Parsons”) as a contractor/consultant to assist him in implementing the changes he envisioned making at the Metro Arts Commission.

13. In March of 2023, on behalf of the Metro Arts Commission, Defendant Singh engaged another friend of his by the name of Justin Laing (“Mr. Laing”) as a

contractor/consultant to assist him further in implementing the changes he envisioned making at the Metro Arts Commission.

14. Initially, Mr. Saad was excited about the changes and new perspective it appeared Defendant Singh would bring to the Metro Arts Commission, including Mr. Singh's apparent support for diversity, equity, and inclusion. However, soon after Defendant Singh assumed the role of Executive Director, Defendant Singh and his consultant friends began to take illegal actions and/or to promote decisions and actions that would be in violation of civil, regulatory, and possibly even criminal laws. These illegal actions included, among other things, inappropriate use of Metro Arts Commission money, circumventing legal requirements regarding procurement and contract bidding, and engaging in racially discriminatory and harassing behavior.

15. On numerous occasions over the course of his employment, Mr. Saad expressed concerns about the aforementioned actions and decisions to Defendant Singh, to Defendant Singh's consultant-friends Defendant Singh had engaged, to various Metro Arts Commission Members ("Commissioners"), to members of the Metro Finance Department, and to others within Metro, and he attempted to persuade Defendant Singh and his consultant-friends to reconsider those actions.

16. Defendant Singh and his consultant-friends rejected Mr. Saad's opposition to the aforementioned actions and went forward with actions and decisions that have since caused considerable legal and financial difficulties for the Metro Arts Commission.

17. The racially harassing behavior of Defendant Singh and his consultant-friends created a hostile work environment that substantially interfered with the working conditions of Mr. Saad and others within the Metro Arts Commission.

18. In retaliation for Mr. Saad speaking out against the illegal, discriminatory, and harassing activities, Mr. Singh and his consultant-friends began excluding Mr. Saad from meetings and decisions in which he should have been included as Program Grants Manager, attempted to damage Mr. Saad's reputation by spreading false statements and innuendo regarding his character and integrity, and otherwise attempted to ostracize him.

19. In October of 2022, Mr. Saad inquired of Defendant Singh when the Grants Program Manager job he was currently performing would be posted, so that Mr. Saad could apply for the position on a permanent, non-contract basis. Defendant Singh refused to answer, or even acknowledge, Mr. Saad's inquiries.

20. In December of 2022, Metro posted the Grants Program Manager position under the name Strategic Grants and Initiatives Manager ("Grants Manager"). The candidate review and hiring process was led primarily by Defendant Singh and Ms. Parsons on behalf of Metro.

21. On or about December 21, 2022, Mr. Saad applied for the Grants Manager position.

22. Despite the fact that Mr. Saad was extremely well-qualified for the Grants Manager position and was already successfully performing the duties of that job at the time, Defendant Singh and Ms. Parsons refused to consider his application and refused to even permit Mr. Saad to interview for the position. Instead, Defendant Singh simply stated to Mr. Saad that he "did not make the cut," when in fact Mr. Saad's application had been summarily rejected without consideration.

23. At that time, Defendant Singh chose not to hire anyone to fill the Grants Manager position on a permanent, non-contract basis, and Mr. Saad continued to perform the job on a full-time, contract basis for the next several months.

24. In July of 2023, Metro again posted the Grants Manager position. Mr. Saad again applied for the Grants Manager position on or about July 31, 2023.

25. In July of 2023, Metro also posted the Public Art Manager position and the Public Art Coordinator position. Mr. Saad was well qualified for both positions and applied for them both on or about July 31, 2023.

26. Defendant Singh and Ms. Parsons again refused to even consider Mr. Saad's application, this time for any of the three positions for which he had applied. Despite Mr. Saad's overwhelming qualification for all three of the positions and the fact that he was currently successfully performing one of the three jobs, Defendant Singh again summarily rejected Mr. Saad's applications and again simply told Mr. Saad that he "didn't make the cut" for any of the three positions.

27. Mr. Saad complained to Metro Human Resources about the defendants' refusal to consider his application. Metro Human Resources then addressed the matter with Defendant Singh and subsequently informed Mr. Saad that the Metro Arts Commission would consider his application for the Grants Manager position.

28. Despite Mr. Saad's complaints to Metro Human Resources about the discriminatory or retaliatory refusal to consider his application, Defendant Singh and Ms. Parsons again blocked Mr. Saad from genuinely being considered for the Grants Manager position. Defendant Singh conducted an interview of Mr. Saad that was transparently a pretense.

29. In late November of 2023, Defendant Singh informed Mr. Saad that someone had been hired to replace him and fill the Grants Manager position. However, Defendant Singh stated to Mr. Saad that he would need Mr. Saad to remain with the Metro Arts Commission for a few months to teach the newly hired person how to do the job. Defendant Singh stated to Mr. Saad that if he would agree to remain and teach the job to the new hire, then upon his departure, the Metro Arts Commission would pay Mr. Saad severance pay in an amount equal to four months of his salary.

30. Upon information and belief, Defendant Singh had the authority on behalf of Metro to offer and to form an agreement for the payment of severance pay to Mr. Saad. In the alternative, Defendant Singh had the apparent authority to do so.

31. Feeling that he had no better option, Mr. Saad agreed to remain with the Metro Arts Commission to train his replacement.

32. Upon information and belief, at the time Defendant Singh made the promise of severance pay to Mr. Saad, he had no intention of fulfilling the promise, though he knew Mr. Saad would rely to his detriment on the promise.

33. In early December of 2023, Mr. Saad began teaching his replacement how to do the Grants Manager job.

34. Mr. Saad's replacement was an approximately twenty-six (26) year old African American female who was less experienced and less qualified than Mr. Saad to perform the job of Grants Manager.

35. From early December of 2023 to January 31, 2024, Mr. Saad taught his replacement how to do the job that he had been performing well for the immediately

preceding eighteen months and that he had performed well on a prior occasion for approximately five years.

36. On or about January 31, 2024, Defendant Singh informed Mr. Saad that it would be his last day. Mr. Saad continued to train his replacement for the remainder of the day, at which point his employment with Metro was terminated.

37. Upon information and belief, Defendant Singh knew that Mr. Saad's final day would be January 31, 2024 well in advance of that day, but Defendant Singh not only concealed that information from Mr. Saad but in fact made statements actively deceiving Mr. Saad about the timing of his departure, which had the effect of maximizing the abruptness and impact of the employment loss on Mr. Saad.

38. The defendants' termination of Mr. Saad's employment, replacement of Mr. Saad with a less experienced and less qualified candidate, refusal to hire or consider Mr. Saad for available positions within the Metro Arts Commission, and other negative treatment referred to above were because of his race, color, age, and/or sex and in retaliation for Mr. Saad having complained about discriminatory and harassing treatment.

39. In the alternative, the defendants' termination of Mr. Saad's employment, replacement of Mr. Saad with a less experienced and less qualified candidate, refusal to hire or consider Mr. Saad for available positions within the Metro Arts Commission, and other negative treatment referred to above were in retaliation for Mr. Saad refusing to participate in or remain silent about illegal activities.

COUNT I
DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF
THE THRA

40. Mr. Saad realleges and incorporates as if fully stated herein the allegations contained in Paragraphs 1 through 39 of this Complaint.

41. The defendants' conduct constitutes illegal discrimination, harassment, and/or retaliation in violation of the Tennessee Human Rights Act, T.C.A. § 4-21-301.

42. As a direct and proximate result of the defendants' unlawful actions, Mr. Saad suffered financial damages, as well as humiliation and embarrassment.

COUNT II **WHISTLEBLOWING RETALIATION**

43. Mr. Saad realleges and incorporates as if fully stated herein the allegations contained in Paragraphs 1 through 42 of this Complaint.

44. In the alternative to Count I, the defendants' conduct was motivated solely by his refusal to engage in or remain silent about illegal conduct, constituting retaliatory discharge in violation of T.C.A. §50-1-304.

45. As a direct and proximate result of the defendants' unlawful actions, Mr. Saad suffered financial damages, as well as humiliation and embarrassment.

COUNT III **AIDING AND ABETTING**

46. Mr. Saad realleges and incorporates as if fully stated herein the allegations contained in Paragraphs 1 through 45 of this Complaint.

47. Defendant Singh knew that his actions and the actions of Metro and its other agents and/or employees were wrongful when he caused Metro to fail to take adequate corrective measures and caused Metro to retaliate against Mr. Saad. Defendant Singh's conduct constituted aiding and abetting pursuant to T.C.A. § 4-21-301(2), for which Defendant Singh is individually liable for the damage caused to Mr. Saad.

48. As a direct and proximate result of Defendant Singh's unlawful actions, Mr. Saad suffered financial damages, as well as humiliation and embarrassment.

COUNT IV
BREACH OF CONTRACT

49. Mr. Saad realleges and incorporates as if fully stated herein the allegations contained in Paragraphs 1 through 48 of this Complaint.

50. The defendants' conduct described above constitutes breach of contract under Tennessee law.

51. As a direct and proximate result of the defendants' unlawful actions, Mr. Saad suffered financial damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays as follows:

1. That the defendants be served with process and required to answer within the time prescribed by law;
2. That a jury of six try this cause;
3. That upon the hearing of this cause, the Plaintiff be awarded judgment against the defendants, jointly and severally, for damages of lost compensation and other compensatory damages in an amount to be proven at trial, but in no event less than \$90,000.00;
4. That, in lieu of reinstatement, the Court issue an award of front pay against the defendants, jointly and severally, in an amount to be proven at trial, but in no event less than \$60,000.00, as the actions described herein and the circumstances surrounding the place of employment have made reinstatement impossible, or, in the alternative, if this Court should find otherwise, then for reinstatement;

5. That the Plaintiff be awarded additional compensatory damages against the defendants, jointly and severally, including but not limited to emotional damages for embarrassment and humiliation, in an amount to be proven at trial, but in no event less than \$100,000.00;
6. That costs and discretionary costs be taxed against the defendants;
7. That costs and attorney fees be assessed against the defendants pursuant to T.C.A § 4-21-306(a)(7), § 50-1-304(d)(2), and/or any other applicable law;
8. That such other remedies as shall be necessary and proper to eliminate all violations complained of herein be awarded pursuant to T.C.A § 4-21-306(a)(8);
9. For such other and further relief as this court may find appropriate.

Respectfully Submitted,

/s/ Bryan E. Pieper
Bryan E. Pieper, BPR # 016852
The Law Office of Bryan E. Pieper
1510E Rosebank Avenue
Nashville, Tennessee 37206
(615)647-9328
bryan@bep.legal

Attorney for the Plaintiff