

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

ROBYN BASSETT, and
AMANDA STOOTTS

CIVIL ACTION NO.

Plaintiffs,

v.

CITY OF LEESVILLE, LOUISIANA,
MAYOR RICK ALLEN, in his official and individual capacity,
PATTI LARNEY, in his official and individual capacity,
JAMES CHRIS FOX, in his official and individual capacity, and
JIM DOULIN, in his official and individual capacity,

Defendants.

COMPLAINT AND JURY DEMAND

COMES NOW Plaintiffs Robyn Bassett, and Amanda Stoots, by and through undersigned counsel, to file this Complaint against Defendants. In support, they state the following:

I. INTRODUCTION

1. Amanda Stoots and Robyn Bassett were hardworking employees for the City of Leesville, Louisiana. However, based on their gender, they were subjected to constant discrimination, and in the case of Ms. Stoots, severe sexual harassment. Supervisor James Fox engaged in battery, touching Ms. Stoots' bottom against her express wishes, made constant lewd comments to Ms. Stoots, and daily made unsolicited, unwanted, invitations to engage in sexual activity despite her consistent refusal. When Ms. Stoots reported Mr. Fox Mayor Allen, whom she had a romantic relationship with, nothing happened. When another woman also complained of Mr. Fox's harassment, he was fired, but the termination was covered up as a "conflict" with a coworker.

2. After Ms. Stoots complained that she was not paid equally to her male peers when

she was finally promoted to Project Manager, and after Mayor Allen ended his romantic relationship with Ms. Stoots, she was demoted, and Mayor Allen and City Administrator Patti Larney rehired Mr. Fox to supervise Ms. Stoots. Mr. Fox of course resumed his discrimination and sexual harassment of Ms. Stoots, and when she refused his *quid pro quo* offer to exchange sexual acts for job security, he demoted, and then terminated Ms. Stoots with Ms. Larney and Mr. Allen's approval. The termination justification, allegedly a "reduction in force," was clearly pretextual as Defendants immediately replaced Ms. Stoots with someone who had never complained of discrimination and Mayor Allen stated the explanation was "chicken crap."

3. Ms. Bassett was also retaliated against Ms. Stoots for reporting discrimination. She was immediately demoted to part-time by Defendants after complaining that she and other employees were being discriminated against. She was then transferred by Defendants to work for Ms. Stoots in an entirely new department. After being transferred, Ms. Larney told each of Ms. Bassett's supervisors to find a reason to terminate her, although they all refused based on her performance. Ms. Larney even hired a replacement for Ms. Bassett, paid the male replacement more than Ms. Bassett, and required Ms. Bassett to train him. Then, Ms. Larney instructed Ms. Stoots to terminate Ms. Bassett for missing a day of work that Ms. Stoots told Ms. Bassett to stay home. Ms. Stoots was forced to comply.

4. Now, both Ms. Bassett and Ms. Stoots have suffered emotional damages, pain and suffering, their character has been damaged in their small community, and they have been unable to secure new jobs. As a result, they both have lost wages and benefits, and these losses are likely to continue to mount moving forward. Defendants have violated Plaintiffs' federal constitutional rights, and state law through their misconduct.

JURISDICTION AND VENUE

5. Plaintiff's claim arises under the Constitution and the laws of the United States. This Court has jurisdiction over Plaintiff's federal claims pursuant to 28 U.S.C. §§ 1331. This Court has jurisdiction over Plaintiff's state law claims in accordance with 28 U.S.C. § 1367.

6. The venue is proper in the Western District of Louisiana under 28 U.S.C. § 1391(b)(2). A substantial part of the events giving rise to the claim occurred in Vernon Parish, Louisiana situated in the Western District of Louisiana.

II. PARTIES

7. Plaintiff **Amanda Stoots** is of suitable age and capacity to file this suit. At all relevant time during this suit, Plaintiff resided in Vernon Parish in the Western District of Louisiana. She worked for the City of Leesville, Louisiana during the time relevant to this Complaint.

8. Plaintiff **Robyn Bassett** is of suitable age and capacity to file this suit. At all relevant times during this suit, Plaintiff resided in Vernon Parish in the Western District of Louisiana. She worked for the City of Leesville, Louisiana during the time relevant to this Complaint.

9. Defendant **City of Leesville, Louisiana** ("Leesville"), is a municipality located in Vernon Parish in the Western District of Louisiana.

10. Defendant **Rick Allen** was the Mayor of Leesville at all times relevant to this Complaint. On information and belief, Mr. Allen is domiciled in Vernon Parish in the Western District of Louisiana. Mr. Allen, Mayor of Leesville, was a supervisor of Plaintiffs, and an elected representative of Leesville.

11. Defendant **Patti Larney** was the City Administrator for Leesville at all times relevant to this Complaint. On information and belief, Ms. Larney is domiciled in Vernon Parish in the Western District of Louisiana. Ms. Larney was a supervisor of Plaintiffs and employee of Leesville.

12. Defendant **James Christopher Fox** (“Chris Fox”) was a supervisor (Assistant Project Manager and Project Manager) working for Leesville for the Fort Polk Vegetation Project at all times relevant to this Complaint. On information and belief, Ms. Larney is domiciled in Vernon Parish in the Western District of Louisiana. Mr. Fox was a supervisor of Plaintiffs and an employee of Leesville.

13. Defendant **Jim Doulin** was a supervisor (Golf Course Manager) working for Leesville at the Municipal Golf Course at all times relevant to this Complaint. On information and belief, Mr. Doulin is domiciled in Vernon Parish in the Western District of Louisiana. Mr. Doulin was a supervisor of Plaintiffs and an employee of Leesville.

III. FACTS

Robyn Bassett, a successful Leesville employee, was subjected to a hostile work environment at the Municipal Golf Course by her supervisor.

14. Ms. Bassett, a gay woman, began working for the City on May 15, 2016, when she was hired at Leesville Municipal Golf Course, which is owned and operated by the City.

15. Jim Doulin, a straight male, was hired as Ms. Bassett’s supervisor in 2017. He was hired as the Golf Course Supervisor.

16. In mid-2017, Ms. Bassett informed Mr. Doulin she was gay.

17. After that, Mr. Doulin consistently discriminated against Ms. Bassett based on her sex and sexual orientation—a fact demonstrated by her supervisor’s decision to treat her noticeably worse than her heterosexual male subordinates, and even volunteers.

18. From mid-2017 to 2019, Mr. Doulin, routinely excluded Ms. Bassett from participating in daily meetings and decision-making that fell within her job duties, publicly undermined her authority, and delegated her job duties to other subordinate employees and even volunteers.

19. In addition to this disparate treatment, Ms. Bassett was forced to endure a hostile work environment. For example, Ms. Bassett's subordinate, Dallas Cole, often made "fag" jokes referring to Ms. Bassett's sexual orientation, as well as racist jokes about African American employees. Mr. Doulin was present when Mr. Cole made racist jokes, and took no corrective action.

Ms. Stoots, another successful Leesville employee, was subjected to severe and pervasive sexual harassment by her supervisor.

20. Amanda Stoots began working for the City as a grasscutter for the Fort Polk Vegetation Project on April 11, 2018.

21. Leesville has a federal contract to cut grass for approximately 1,000 acres of Fort Polk as part of the Fort Polk Vegetation Project. Ms. Stoots reported directly to Leesville employees Assistant Project Manager of the Fort Polk Vegetation Project, Chris Fox, and Project Manager of the Fort Polk Vegetation Project, Billy Burgess. Mr. Burgess was paid \$36/hour. Mr. Fox, as Assistant Project Manager was paid \$22.66.

22. Ms. Stoots was paid by Manpower Collier Investments, LLC (d/b/a Collier Investments, Inc.), Leesville was her joint employer. She was supervised by, and assigned job duties by, Leesville employees. Leesville had authority to hire and fire Ms. Stoots.

23. Soon after starting, Ms. Stoots began to experience to experience severe and pervasive sexual harassment from her direct supervisor, Mr. Fox.

24. The first instance of sexual harassment occurred in May of 2018, after Ms. Stoots was injured by a tree limb that had punctured her chest. After suffering this injury, Mr. Fox approached Ms. Stoots and offered to examine her “boob,” explaining suggestively that he could make it “feel better.”

25. Unfortunately, this sexual harassment persisted. Mr. Fox would frequently and overtly stare at Ms. Stoots on while at work and remarked that he liked watching her “bounce” while operating the lawnmower.

26. While Ms. Stoots consistently complained to Mr. Fox about this sexual harassment, informing him that she thought it was “disgusting,” he continued to engage in this unlawful and discriminatory conduct.

27. For example, Mr. Fox requested on several occasions that Ms. Stoots show him her chest, further explaining that he had always been an “ass man” but that Ms. Stoots had converted him to a “boobs man.”

28. She always declined his advances. For example, when, Mr. Fox asked if he could “motorboat” Ms. Stoots’ chest, she told him he could not.

29. Mr. Fox also grabbed Ms. Stoots’ bottom without her consent on three occasions. On other occasions, he tried to grab her bottom and missed as she jumped out of his way and slid down the hallway with her bottom against the wall to avoid him. This unwanted and extremely offensive physical contact was very upsetting to Ms. Stoots.

30. Mr. Fox also sent Ms. Stoots lewd messages on snapchat, which stated that her mouth was good for being wrapped around his penis, that she was only good for her “tits and ass,” that he wanted to get her somewhere to pull a “50 shades of grey on her,” and expressed his belief that female employees are only good for their “benefits.” Not only were these messages deeply

upsetting to Ms. Stoots, who now was being harassed even outside of work in the privacy of her home, but they led to her separating from her long-time boyfriend, who when he saw Mr. Fox's lewd snapchats, decided to leave Ms. Stoots.

31. Throughout his supervision of Ms. Stoots, Mr. Fox repeatedly asked Ms. Stoots to sleep with him, to which she would always respond by telling him that he was "gross" and demanding that he stop harassing her. Mr. Fox responded by explaining that he was good looking and by falsely claiming that Ms. Stoots appreciated the "attention" he was giving her.

32. In spite of this barrage of sex-based harassment, Ms. Stoots excelled in her position as Grasscutter and was eventually promoted to Crew Leader on June 4, 2018, and her pay was increased to \$15 an hour.

33. Mr. Fox continued to harass Ms. Stoots throughout August of 2018, when—shortly before his wedding—he, yet again, asked her to sleep with him. As she had done on numerous prior occasions, Ms. Stoots reiterated her demand that he stop harassing her.

34. In September of 2018, Ms. Stoots was again promoted, this time to the position of Quality Control—a position which she held from until February of 2019. Mr. Fox informed Ms. Stoots that he decided to promote her to Quality Control so he could be alone with Ms. Stoots and could harass her without others watching. After promoting her, he frequently asked her to go to an empty work facility to have sex with him, she always declined.

35. Ms. Stoots was completely humiliated by Mr. Fox's sexual harassment, she felt belittled. Ms. Stoots experienced anxiety, nervousness, and depression as a result of Mr. Fox's actions. Ms. Stoots often avoided family activities she was so depressed, including staying home during her children's extracurricular activities for a year. Ms. Stoots stopped eating in restaurants, and even avoided grocery shopping, too scared she would see Mr. Fox if she left the house. Ms.

Stoots had difficulty sleeping at night due to her anxiety as she worried each night about what would happen the next day at work. These feelings persisted through 2019.

Ms. Stoots complained of discrimination and sexual harassment by Mr. Fox to Mayor Allen

36. In October of 2018, after being forced to endure several additional months of sexual harassment, Ms. Stoots informed Mayor Allen that Mr. Fox had been sexually harassing her.

37. Mayor Allen was the direct supervisor of Patti Larney, City Administrator, who in turn supervised Ms. Stoots' supervisors, Fort Polk Vegetation Project Manager, Mr. Burgess, and Assistant Project Manager, Mr. Fox.

38. Ms. Stoots felt comfortable reporting this sexual harassment to Mayor Allen because Mayor Allen expressed a romantic and sexual interest in Ms. Stoots, and the two began a consensual intimate relationship in September 2018. This relationship continued over the next year. During the course of the relationship, Mayor Allen asked Ms. Stoots to delete her text messages, calling them "[i]ncriminating evidence," and admitted that "I'm the 1 that is ethnically [sic] bound[,] not you" because "I'm your boss so I'm the 1 that gets charged." He warned her "trouble is coming" and "[y]ou better protect me at all cost[s]."

39. Despite being on actual notice of Mr. Fox's harassment, no Defendants did any investigation into her complaints, or took any remedial actions, and otherwise failed to investigate Ms. Stoots' credible allegations.

40. The sexual harassment by Mr. Fox continued for months after Ms. Stoots complained to Mayor Allen about the severe and pervasive misconduct.

41. For example, in December 2018, at a Christmas Party, Mr. Fox intentionally brushed his shoulder against Ms. Stoots. She pulled away and said not touch her, he then opened his palm flat and grabbed her boob. Again, Ms. Stoots instructed him not to touch her. The lewd

comments, snap chats, and invitations to engage in unwanted sexual activity at work also all continued for several more months.

Four months later, Mr. Fox was finally fired for “insubordination” after a second woman complained of sexual harassment

42. In February of 2019, Leesville employee Rebecca Fox also submitted a complaint to Mayor Allen and Mr. Burgess about Mr. Fox’s sexual harassment, explaining that he created a hostile work environment by making comments about her “ass” and “boobs,” remarking that she was good with a “shaft,” and by inappropriately staring at her.

43. Mr. Burgess and Mayor Allen discussed the harassment with Ms. Fox and Ms. Stoots.

44. Soon after, on March 1, 2019, Mayor Allen terminated Mr. Fox’s employment with the City, but did not state the termination was related to the repeated sexual harassment, and instead, vaguely claimed “employee had conflict [sic] co-worker.” Ms. Larney signed the termination decision and noted that the reason for termination was “[p]er conversation with Mayor Allen.”

45. On March 8, 2019, in responding to a request for documents related Mr. Fox’s request for unemployment, Leesville noted that he was discharged because “[e]mployee had conflict with co-worker.” However, then, Leesville decided on March 11, 2019 not to dispute the claim of unemployment.

Defendants retaliated and discriminated against Ms. Stoots

46. At the Fort Polk Vegetation Project, despite the termination of Mr. Fox, Ms. Stoots continued to be exposed to sex-based discrimination, and retaliation for reporting discrimination.

47. On March 11, 2019, for example, Ms. Stoots was promoted to Assistant Project Manager and paid \$18 per hour. Ms. Stoots also requested to be hired directly as a city employee

at that time, but Ms. Larney refused to hire her despite the fact that she was serving in a high level supervisory position. Further, Ms. Stoots was paid considerably less than the male employee who has previously occupied this position, Mr. Fox. While Mr. Fox, and later hire Bruce Cole, was were paid over \$22 per hour, Ms. Stoots was only paid \$18 dollars an hour. Mr. Fox and Ms. Stoots had similar tenure at the Fort Polk Vegetation Project just three months before Ms. Stoots. Further, Mr. Cole and Mr. Fox were hired directly by Leesville, so they were entitled to benefits that Ms. Stoots was denied.

48. Ms. Stoots complained about this disparate treatment to her supervisor, Mr. Burgess, informing him that she thought it was fundamentally unfair. However, Mr. Burgess informed her that Defendants would not increase her salary or hire her to work directly for Leesville.

Ms. Bassett engaged in protected activity and reported discrimination

49. While working at the Municipal Golf Course, on March 5, 2019, disturbed by the racist, sexist, and homophobic behavior of her coworkers, volunteers and supervisors, Ms. Bassett complained to her supervisor, Mr. Doulin. Ms. Bassett complained that white employees, including Mr. Cole, as well as several volunteers, including Jim Crum and Harliss Smart Sr., were making racist jokes regarding African-American employees daily, and that she was being exposed to disparate treatment on the basis of her sex and sexual orientation. In doing so, Ms. Bassett associated herself with African American employees, and engaged in protected activity regarding reports of gender, race, and sexual orientation discrimination by Defendants.

50. Instead of taking corrective actions to remedy this situation, Mr. Doulin retaliated against Ms. Bassett by refusing to speak to her or work on projects with her, and intentionally encouraged her subordinates to ignore her instructions.

51. On March 14, 2019, in furtherance of this campaign of retaliation, Mr. Doulin unjustifiably demoted Ms. Bassett, reduced her to 28 hours of work each week. As a result, Ms. Bassett lost her health insurance, was unable to contribute to her retirement plan, and was no longer able to earn paid time off. Mr. Doulin stated that he thought these changes had been made by Ms. Larney because Ms. Larney was “unhappy” with Ms. Bassett.

52. Mr. Doulin and Ms. Larney conspired to take this adverse employment action. On March 12, 2019, Mr. Doulin signed a Personnel Action form noting a “[s]tatus change from Full Time to Part Time not to exceed 28 hours per week.” Ms. Larney signed on March 15, 2020.

53. On March 22, 2019, Ms. Bassett submitted a letter to the City of Leesville Human Resources Representative, Alex Morris. In the letter, Ms. Bassett complained that she was being discriminated against based on her gender, and that other employees were being discriminated against based on their race. More specifically, Ms. Bassett noted that Dallas Cole, a white employee she supervised, called black employees “n*ggers,” and that Harliss Smart Sr., a white volunteer that she supervised derogatorily referred to black employees as colored. In fact, on one occasion, Mr. Smart Sr. told a black employee that the KKK started out as a “good thing.”

54. Leesville never investigated Ms. Bassett’s complaints or took any remedial actions.

55. Just three days later, on March 25, 2019, Ms. Larney chastised Ms. Bassett for complaining to HR about this unlawful and discriminatory conduct, and reemphasized the fact that Ms. Bassett’s position, Greens Supervisor, no longer needed to be a full-time position.

56. Mayor Allen and Ms. Larney conspired with Mr. Allen to terminate Ms. Bassett.

57. That very same day, Ms. Larney called Ms. Bassett to City Hall, where they met with Mayor Allen. Mayor Allen informed Ms. Bassett that she was being removed from her current position, effective immediately, and that she would be reassigned to work on a City project

at the Fort Polk Vegetation Control as the Quality Control & Safety Officer. The Personnel Action Form signed by Ms. Larney on March 25, 2019, stated Ms. Bassett was “being transferred from golf course to Ft. Polk and returning to full-time status due to vacancy needing to be filled with FPVC.”

58. Despite the fact that the City had claimed that a full-time Greens Supervisor was no longer needed, the City hired a heterosexual white male to serve as the full-time Greens Supervisor less than two months later.

59. Further, Leesville hired Mr. Crum as a part-time employee, despite the fact that Ms. Bassett had reported that he was responsible for creating a hostile work environment based on persistent racial comments while he was a volunteer.

60. Ms. Larney, Mr. Doulin, and Mr. Cole, were never disciplined or even investigated, for discriminatory or retaliatory behavior.

Defendants continued to discriminate and retaliate against Ms. Bassett

61. Unfortunately, Defendants discriminatory and retaliatory conduct continued even after Ms. Bassett was reassigned to her new position as the Quality Control and Safety Officer on the Fort Polk Vegetation Project in March 2019.

62. When Ms. Bassett began work, Ms. Larney encouraged Mr. Burgess, the Project Manager, to carefully scrutinize Ms. Bassett’s work, and if possible, to terminate her employment.

63. Just two weeks later, Ms. Larney asked Mr. Burgess to terminate Ms. Bassett. Mr. Burgess, however, refused to do so after speaking with Ms. Stoots, who explained that Ms. Bassett just needed time to learn the job.

64. In her position as Assistant Project Manager, Ms. Stoots was responsible for supervising Ms. Bassett’s work, and believed that Ms. Bassett was an excellent employee.

65. Nevertheless, Ms. Larney hyper-scrutinized Ms. Bassett's performance and daily asked about her whereabouts. Ms. Larney encouraged Ms. Stoots to find a reason to terminate Ms. Bassett.

66. Like Ms. Bassett, Ms. Larney also hyper-scrutinized Ms. Stoots' work and frequently sought to track her whereabouts. Ms. Larney, however, never kept track of the physical location of any male employees.

Defendants failed to promote Ms. Stoots based on her gender in May 2019

67. In May of 2019 Ms. Stoots submitted her application for the Project Manager position.

68. Ms. Larney rejected Ms. Stoots, and stated she did not believe that women were capable of performing the job.

69. Instead, Ms. Larney hired Ron Williams despite the fact that Ms. Stoots was more qualified for the job. Ms. Stoots had been working for the Fort Polk Vegetation Project since April of 2018, and was quickly promoted from grasscutter to crew leader to Assistant Project Manager based on her skills and experience. She received only positive reviews in these positions. Further, Ms. Stoots had years of experience relevant to the position from running her own families ranch and farm. Mr. Williams, in contrast, had no experience working at Fort Polk Vegetation Project, or working with machinery, heavy equipment or maintaining grass. In fact, Mr. Williams did not even apply for the position, instead, he applied to cut grass. Further, Ms. Stoots had an Environmental Compliance Officer and an airport certification that Mr. Williams lacked. Mr. Williams was paid \$24/hour.

Ms. Larney encouraged Mr. Williams to fire Ms. Bassett

70. Determined to have Ms. Bassett fired, in May and June of 2019, Ms. Larney encouraged the new Project Manager, Mr. Williams, to terminate Ms. Bassett's employment.

71. In May 2019, Ms. Larney informed Mr. Williams and Ms. Stoots that Ms. Bassett was not doing her job adequately, and needed to be replaced, and therefore another employee needed to be trained to replace Ms. Bassett.

72. Despite Ms. Larney's pressure, Mr. Williams refused to terminate Ms. Bassett as he considered her to be a great employee.

73. Ms. Stoots informed Mr. Williams that Ms. Bassett was the lowest paid Quality Control person, and suggested he increase her salary.

74. Mr. Williams opinion of her work was more formally documented in the June 13, 2019 performance evaluation that he conducted of Ms. Bassett, and where Ms. Bassett was given the rating of "above average." Based on this rating, Mr. Williams recommended and requested that Ms. Bassett's pay be increased from \$12 an hour, to \$15 per hour—the rate of pay for Ms. Stoots and other prior, and subsequent, Quality Control employees who had not complained of discrimination.

75. On June 24, 2019, Ms. Larney only increased Ms. Bassett's salary to \$14 an hour.

76. In July 2019, Mr. Williams hired a white heterosexual man named Austin Chandler, as a Crew Leader, whose starting hourly wage was \$15 per hour, was assigned to train under Ms. Bassett to perform the Quality Control responsibilities.

Ms. Stoots was promoted to project manager in August 2019, but paid less than males in the same role

77. Finally, on August 5, 2019, after Mr. Williams resigned, and on August 15, 2019, Ms. Stoots was finally promoted to the position of Project Manager.

78. Ms. Stoots, however, was paid less than all of the other previous, and subsequent male Project Managers. Despite the promotion, Ms. Stoots was still paid just \$22/hour as Project Manager, compared to less qualified male peers in the same position who earned as much as \$36/hour. In fact, males were paid more than \$22/hour to serve as Assistant Project Manager. Ms. Stoots complained to Ms. Larney that all prior male Project Managers were paid more than her. Ms. Larney then promised to increase Ms. Stoots pay to \$24 per hour after a 90 day probationary period, but demoted her before she increased Ms. Stoots' pay.

79. Despite making assurances to Ms. Stoots, her pay was never increased.

Defendants' retaliatory and discriminatory termination of Ms. Bassett in September and October 2019

80. In September 2019, Ms. Larney continued to target Ms. Bassett. She questioned Ms. Stoots often about Ms. Bassett's performance, looking for a reason to terminate her. Throughout September 2019, about twice a week, Ms. Larney would ask Ms. Stoots if Ms. Bassett was at work on time, was taking sick time, following all personnel policies, or violating any rules. Ms. Larney did not tell Ms. Stoots that Ms. Bassett was assigned a flexible 40-hour work schedule, leading Ms. Stoots to believe she was late occasionally, when in fact, she was working flex time.

81. On October 1, 2019, without explanation, Ms. Larney instructed Ms. Stoots to remove Ms. Bassett's flexible-40 hour work schedule.

82. On October 15, 2019, Ms. Larney instructed Ms. Stoots to write up, and then fire, Ms. Bassett for not coming to work on October 14, 2019. However, Ms. Stoots has explicitly instructed Ms. Bassett not to come into work that day because of the weather. As the project was for grass cutting, Project Managers regularly asked employees not to report to work in bad weather.

83. Since Ms. Bassett had not engaged in any misconduct, Ms. Stoots refused to write up Ms. Bassett as Ms. Larney requested. Ms. Stoots also protested that Ms. Bassett should not be

terminated, but ultimately complied with Ms. Larney's instructions after Ms. Larney threatened to terminate Ms. Stoots' employment if she did not fire Ms. Bassett.

84. Mayor Allen and Ms. Larney conspired to terminate Ms. Bassett. When Ms. Stoots texted Mayor Allen and explained that termination was unwarranted because Ms. Stoots had told Ms. Bassett not to come to work and Mayor Allen responded: "Let her go . . . Patti and I talked about this yesterday." Later Mayor Allen stated that Ms. Bassett "sucks and should have been fired a long time ago."

85. On October 16 and 23, 2019, Ms. Larney stated in the Personnel Action Form documenting the termination that it was "due to insubordination and failure to show up for work on 10/14/2019."

86. After Ms. Bassett was fired, the white male Ms. Bassett had trained was promoted to Quality Control.

87. Mr. Allen, who had final authority to terminate employees, conspired with Ms. Larney in deciding to terminate Ms. Bassett.

Defendants write up and demote Ms. Stoots after Mayor Allen ends intimate relationship with her

88. Around mid-October of 2019—after having pursued a sexual relationship with Ms. Stoots for approximately one year—Mayor Allen ended the relationship and informed Ms. Stoots that he could not see himself with a "woman like [her]."

89. Immediately thereafter, Mayor Allen became highly critical of Ms. Stoots' job performance, and in October 2019, joined meetings with Ms. Larney to criticize Ms. Stoots' performance. Ms. Stoots asked whether she was being criticized as part of a plan to rehire Chris Fox, Mayor Allen responded that was not the case.

90. In November 2019, Ms. Larney wrote up Ms. Stoots for allegedly failing to call in for a day of work in August 2019. The write up was inaccurate, and delayed months past when the misconduct allegedly occurred.

91. On November 12, 2019, Ms. Larney unjustifiably demoted Ms. Stoots from the Project Manager position to Assistant Project Manager, effective November 25, 2019. The Personnel Action Form noted this was a “[s]tatus change from Project Mgr to Assistant Project Mgr with no change in salary.”

92. Also on November 12, 2019, Ms. Lanrey hired Ms. Stoots’ replacement: Chris Fox—the very same individual who had been terminated after Ms. Stoots, and another female employee, complained that Mr. Fox had engaged in severe and pervasive sexual harassment of female employees.

93. Ms. Stoots was more qualified for the Project Manager position than Mr. Fox, in addition to engaging in sexual harassment and gender discrimination throughout his tenure with Leesville, he also had demonstrated a lack of people skills, and an inability to lead effectively. Further, Ms. Stoots had an Environmental Compliance Officer certification that Mr. Fox lacked. Mr. Fox also had no experience completing Quality Control paperwork.

94. Misleadingly, in the Personnel Action Form, Ms. Larney stated Mr. Fox was a “[n]ew hire.” Ms. Larney also stated that she was hiring Mr. Fox to “replac[e] current Project Mgr.” His placement in the position was effective November 25, 2019.

95. In spite of his past conduct, Mr. Fox was paid better than Ms. Stoots, and was offered certain benefits and given privileges that were not extended to Ms. Stoots. For example, Mr. Fox was paid at the rate of \$28.85 per hour, while Ms. Stoots, working in the exact same

position, was only paid \$22 per hour. Similarly, Mr. Fox was given a company car to use—a benefit that was never offered to Ms. Stoots.

Defendants rehired Mr. Fox to supervise Ms. Stoots, and Mr. Fox resumed his sexual harassment of Ms. Stoots

96. During November and December 2019, Mr. Fox engaged in the same pattern of sexual harassment as he did in 2018 and early 2019.

97. On various occasions Mr. Fox would ask how it was possible for Ms. Stoots to do her job since her “boobs” were “so big,” and would comment that Ms. Stoots “boobs” were bigger than her head.

98. Mr. Fox also expressed his desire to put his head between Ms. Stoots’ “boobs,” and told her that she should be “hungry” because her “fat ass was so big.”

Mr. Fox engaged in quid pro quo harassment, and removed Ms. Stoots job duties and demoted her, when she refused to have sexual relations with him

99. Offering a *quid pro quo* of job stability in exchange for sexual favors, Mr. Fox told Ms. Stoots she had to play her “cards right,” to stay on in her current position as Assistant Project Manager. Ms. Stoots refused.

100. Mr. Fox then removed Ms. Stoots job duties by excluding her from all meetings with Mr. Allen, Ms. Larney, and the Department of Public Works. Mr. Fox also told Ms. Stoots that she could not hire or fire any employees who reported to her, responsibilities she had previously as Assistant Project Manager working for Mr. Williams and Mr. Burgess. Mr. Fox also told Ms. Stoots she could not direct the crews to perform work where it needed to be performed. Mr. Fox also stated that he had informed the Department of Public Works not to contact Ms. Stoots anymore. Further, Mr. Fox directed Ms. Stoots to perform lower level administrative work and to

do the Quality Control paperwork. Mr. Fox also informed Ms. Stoots that she was not allowed to communicate with Ms. Larney or Mr. Allen.

101. On December 16, 2019, Ms. Stoots complained to Mr. Fox that he had removed many of her job duties. In the same conversation, Mr. Fox then demoted Ms. Stoots since to Quality Control & Safety Officer. Mr. Fox later explained, “what else” would he need Ms. Stoots for and that her mouth was “good for one thing,” alluding to oral sex.

102. Ms. Larney and Mr. Fox conspired to demote Ms. Stoots. The Personnel Action Form documenting her demotion was signed by both supervisors on December 16, 2019, and stated that the demotion was a “status change from Assistant Project Mgr to Quality control with no change in salary.”

103. Once Ms. Stoots was demoted to the position of Quality Control, she was replaced as Assistant Project Manager by her former male subordinate, Bruce Cole. Mr. Cole was less qualified than Ms. Stoots since he had never served as Project Manager before, and had less tenure with Leesville. In fact, he was hired to work for Ms. Stoots around August 2018. Further, at the time he was promoted, Mr. Cole did not have the Environmental Compliance Officer certification that Ms. Stoots possessed. Mr. Cole was paid over \$22/hour as Assistant Project Manager, in comparison to Ms. Stoots who was paid \$18/hour when first serving as Assistant Project Manager.

104. After demoting her to Quality Control, Mr. Fox rarely spoke to Ms. Stoots.

Defendants wrote up Ms. Stoots for Mr. Fox’s misconduct

105. On December 8, 2019, Mr. Fox claimed to have completed an inventory list after hours, and on his own, despite the fact that such lists are supposed to be done during work and while other employees are present.

106. In the inventory list, Mr. Fox claimed that federal property, including twenty-six weed eaters, four chainsaws, three blowers, and two hedgers were suddenly missing. He reported this missing equipment to Ms. Larney.

107. This “missing” equipment was worth thousands of dollars and was present in November 2019, when Ms. Stoots was still Project Manager. Ms. Stoots gave Ms. Larney an inventory list in November 2019, which noted that the equipment was *not missing* prior to Ms. Stoots’ demotion. After demoting Ms. Stoots to Assistant Project Manager, Ms. Larney took Ms. Stoots key to the building in which the equipment was housed. The building was locked after hours.

108. It was only after Mr. Fox was promoted, and had responsibility for the oversight of the equipment, that the equipment allegedly was missing. Mr. Fox was given a key to the building housing the equipment.

109. On December 13, 2019, Ms. Larney unfairly accused Ms. Stoots of mismanaging and losing this equipment in an inaccurate and fabricated write up. However, Ms. Stoots no longer had any supervisory responsibility for the equipment, and none of the equipment was missing when she was the supervisor.

110. Ms. Stoots reached out to Mayor Allen, explaining she had nothing to do with missing equipment, and he responded that “never ever ever would I believe you stole anything.”

111. Mr. Fox was solely responsible for safeguarding the equipment. The equipment was left in a building that only Mr. Fox had keys to open. Mr. Fox was never questioned or investigated by Ms. Larney or any other Leesville employee regarding the missing equipment.

112. Suspiciously, the equipment was returned on December 16, 2019, in the middle of the night, just after Mr. Fox learned that a Military Police had opened an investigation into the matter.

113. Also on December 16, 2019, Mr. Fox took a Sexual Harassment Prevention for Supervisors class, for the first time.

Ms. Larney fabricated post-hoc justifications for Ms. Bassett's termination

114. In mid-December 2019, Ms. Larney ordered Ms. Stoots to give her any notes Ms. Stoots had regarding Ms. Bassett. Ms. Larney did not ask Ms. Stoots to explain the notes or provide any context, which were written for Ms. Stoots' own personal use and did not explain her assessment of Ms. Bassett's performance.

115. Ms. Stoots refused initially, as the notes were not part of the personnel or any city file, and were her personal property. Then Ms. Larney threatened to come get the notes herself, and Ms. Stoots shared them with her.

116. Ms. Larney used those notes to lie to the unemployment commission and claim that Ms. Bassett was discharged for not following Leesville policies, and relied on Ms. Stoots notes to support this claim.

117. Ms. Larney, however, did not even see Ms. Stoots' notes until months *after* terminated Ms. Bassett.

118. The treatment of the unemployment claim is another example of disparate treatment: while Defendants contested Ms. Bassett's claim for unemployment, and fabricated justifications and evidence to do so, in contrast, Defendants chose not to contest the unemployment claim of Mr. Fox, who was terminated after sexually harassing and discriminating against female employees.

Defendants terminated Ms. Stoots

119. On December 30, 2019, Mr. Fox and Ms. Larney conspired to terminate Ms. Stoots. After informing her of the termination, they documented the decision in a Personnel Action Form signed by both supervisors, Ms. Stoots was terminated as part of a “reduction in force due to budget constraints.” However, this explanation was blatantly pretextual as the City’s contract with the federal government requires the City to keep a Quality Control officer on staff.

120. Mayor Allen claimed to be unaware of Ms. Stoots termination until she texted him later on December 30, 2019. When he learned for the justification for “reduction in force,” he stated that “it’s chicken crap.” He then offered to help Ms. Stoots find employment with a new employer. He did not rehire her, he did not investigate the pretextual termination by a known sexual predator, and he did not discipline any of his employees for this misconduct.

121. In the first week of January 2020, Defendants solicited applications for Ms. Stoot’s Quality Control position through a posting at the job site, and interviewed several applicants for the position. A new employee was hired full-time to fill the Quality Control position in January 2020, trained through January and February and started in March 2020.

122. Mr. Fox continues to be the Project Manager of the Fort Polk Vegetation Project. Mr. Cole continues to serve as Assistant Project Manager.

123. No female, besides Ms. Stoots, has ever been allowed to be Assistant Project Manager or Project Manager.

124. Mayor Allen, the final policy maker for Leesville, has final decision-making authority for terminating, demoting, and paying, all Leesville employees, including Ms. Stoots and Ms. Bassett.

125. Ms. Bassett and Ms. Stoots have experienced, and continue to experience, emotional distress, pain and suffering as a result of Defendants actions. Further, both Plaintiffs continue to experience lost wages and benefits as a result of their terminations despite efforts to mitigate their losses.

CLAIMS FOR RELIEF¹

COUNT I

**Fourteenth Amendment's Equal Protection Clause of the United States Constitution
Pursuant to Section 1983
(All Plaintiffs Against All Defendants)**

126. Plaintiffs hereby incorporate all paragraphs of this Complaint.

127. Plaintiffs Bassett and Stoots belong to a protected class: they are female. Further, Ms. Bassett belongs to a protected class: she is gay. Ms. Bassett was the only gay employee at the Leesville Municipal Golf Course and the Fort Polk Vegetation Project.

128. Defendants treated Plaintiffs Bassett and Stoots differently than males when they were discriminated against and subjected to a hostile work environment.

129. Defendants treated Plaintiff Bassett differently than heterosexual employees, when they discriminated against her.

130. Among other difference, the straight males similarly situated to Ms. Stoots and Ms. Bassett were paid more for the same work, were not hyperscrutinized, did not face unwarranted discipline, were not transferred or terminated, did not have their job hours and pay reduced or modified, and were promoted when qualified and positions were available. Further, straight males

¹ Plaintiffs have additional claims under Title VII for associational race discrimination (Plaintiff Bassett), gender discrimination (all Plaintiffs), sexual orientation discrimination (Plaintiff Bassett), and retaliation (all Plaintiffs). Plaintiffs have taken the necessary step of filing with the EEOC to exhaust all administrative remedies but as not yet received any Notice of Right to Sue. Plaintiffs will request a Notice of Right to Sue after 180 days have elapsed since filing as allowed by C.F.R. § 1601.28 in July 2020. After receiving the Notice of Right to Sue, Plaintiff will seek permission to add these claims to this Complaint.

were not sexually harassed and subjected to a hostile work environment or forced to engage in a quid pro quo exchange of sex to maintain their positions.

131. This differential treatment was due to Plaintiffs' membership in protected classes.

132. Ms. Stoots and Ms. Bassett were subjected to unwanted harassment.

133. The harassment was severe and pervasive, permeated the workplace and included intimidation and ridicule, and included unwanted sexual harassment of Ms. Stoots and other women.

134. The harassment affected several terms, conditions and privileges of employment including compensation, schedule, ability to perform job duties, benefits, position title, job duties, and employment status (termination).

135. Defendants knew, or should have known, of the harassment in question and failed to take remedial action.

136. Ms. Stoots and Ms. Bassett were qualified for the positions they held.

137. As described above, Ms. Stoots and Ms. Bassett were subjected to many adverse employment actions. Some of the many adverse employment actions taken against Plaintiffs include of demotion, removal of job duties, reduction of pay, and termination, among others.

138. After termination, Plaintiffs were replaced by straight males who were paid higher salaries, and were not subjected to unwarranted discipline, demotion, or other adverse employment actions.

139. The unequal, and discriminatory, treatment of Plaintiffs stemmed from Defendants' discriminatory intent.

140. Individual defendants engaged personally in the deprivation of Plaintiffs' constitutional rights as they perpetuated, and engaged in, the differential treatment, and although aware of the constitutional violations, did nothing to remedy the violations.

141. Defendant City of Leesville, and all the Defendants in their Official Capacities, are liable because the final policy maker (Mayor Allen) deprived Plaintiffs of their constitutional rights, all actions taken against Plaintiffs were taken pursuant to an official policy and custom or practice of Leesville, Leesville failed to train and supervise the Defendants resulting in the constitutional deprivation, Leesville failed to adequately screen hired employees and failed to adopt necessary policies, and because there is a pattern or practice of discrimination and hostile work environment against individuals in protected classes by Defendants.

142. Defendants failed to intervene despite awareness of the unreasonable risk that Plaintiffs' rights were being violated and were deliberately indifferent to that risk.

143. Defendants policy or custom was the moving force leading to the violation of Plaintiffs' constitutional rights.

144. Defendants' conduct violated the clearly established rights of Plaintiffs which reasonable persons in Defendants position knew or should have known.

145. As a result of Defendants' misconduct Plaintiffs suffered damages, including lost wages, compensatory damages, punitive damages against the individually named Defendants and has occurred attorneys fees and costs.

146. Defendants acted under color of state law, using a power possessed by virtue of state law, when depriving Plaintiffs of their rights.

147. Defendants maliciously and wantonly violated Plaintiffs' federally protected rights.

COUNT II
Equal Pay Act of 1963, 29 USC § 206 et al
(All Plaintiffs Against All Defendants)

148. Plaintiff hereby incorporates all paragraphs contained in this Complaint.

149. Plaintiffs performed job duties which were substantially equal to that of their male counterparts.

150. They performed these job duties in the same location, with the same skill and efforts, as their male counterparts, under the similar working conditions.

151. Plaintiffs' male counterparts were paid at a higher rate than Plaintiffs' for equal work.

152. Defendants' violation of the Equal Pay Act was willful.

153. Further, Defendants retaliated against Plaintiff Stoots in violation of 29 USCS § 215 after she engaged in protected activity when she complained that she was paid less than her male peers.

154. In retaliation, Defendants hyperscrutinized, wrote up, demoted, and terminated Ms. Stoots. Further, Defendants subjected Ms. Stoots to a hostile work environment which included sexual harassment.

155. There is a causal connection between Ms. Stoots protected activity and Defendants retaliation based on the close temporal proximity between the protected activity and the actions taken against Ms. Stoots.

156. The decision makers who took retaliatory actions against Ms. Stoots were aware of her protected activity.

157. As a result of Defendants' misconduct Plaintiffs suffered damages, including lost wages, compensatory damages, punitive damages against the individually named Defendants and has occurred attorneys fees and costs.

COUNT III
First Amendment Freedom of Speech and Association
Pursuant to 42 U.S.C. Section 1983
(All Plaintiffs Against All Defendants)

158. Plaintiff hereby incorporates all paragraphs in this Complaint.

159. Plaintiffs exercised their right to freedom of speech as afforded by the First Amendment to the United States Constitution by speaking out about matters of public concern when they opposed gender, race and sexual orientation discrimination, sexual harassment and pay inequity.

160. Plaintiffs speech was not made pursuant to their official job duties.

161. Plaintiff Bassett associated with African American employees to complain of race discrimination with respect to the use of derogatory language and other discriminatory behavior in the workplace.

162. Defendants' intentionally and willfully retaliated against Plaintiff Bassett for exercising her freedom of speech and association by subjecting her to illegal employment practices and policies including reducing her hours, removing her benefits, failing to pay her equal to her peers, removing her job duties, subjecting her to a hostile work environment and terminating her.

163. Defendants' intentionally and willfully retaliated against Plaintiff Stoots for exercising her freedom of speech by subjecting her to illegal employment practices and policies including failing to promote her, demoting her, failing to pay her equal to her peers, removing her job duties, subjecting her to a hostile work environment and terminating her.

164. Defendants' retaliatory conduct was substantially motivated by Plaintiffs' exercise of freedom of speech and association.

165. Plaintiffs' interest in the speech outweighs the governments interest in the efficient provision of public service.

166. Defendant City of Leesville, and all the Defendants in their Official Capacities, is liable because the final policy maker (Mayor Allen) deprived Plaintiffs of their constitutional rights, all actions taken against Plaintiffs were taken pursuant to an official policy and custom or practice of Leesville, Leesville failed to train and supervise the Defendants resulting in the constitutional deprivation, Leesville failed to adequately screen hired employees and failed to adopt necessary policies, and because there is a pattern or practice of retaliating against individuals who engage in activity protected by the First Amendment.

167. Defendants policy or custom was the moving force leading to the violation of Plaintiffs' constitutional rights.

168. Defendants' conduct violated the clearly established rights of Plaintiffs which reasonable persons in Defendants position knew or should have known.

169. Defendants acted under color of state law, using a power possessed by virtue of state law, when depriving Plaintiffs of their rights.

170. Defendants failed to intervene despite awareness of the unreasonable risk that Plaintiffs' rights were being violated and were deliberately indifferent to that risk.

171. As a result of Defendants' misconduct Plaintiffs suffered damages, including lost wages, compensatory damages, punitive damages against the individually named Defendants and has occurred attorneys fees and costs.

172. Defendants maliciously and wantonly violated Plaintiffs' federally protected rights.

COUNT IV
Section 1983, Conspiracy
(All Plaintiffs Against All Defendants)

173. Plaintiff incorporates all paragraphs alleged in this Complaint.

174. Defendants conspired for the purpose of depriving, either directly or indirectly, female employees of Leesville, including Ms. Stoots and Ms. Bassett, the equal protection of the laws, or of equal privileges and immunities under the laws.

175. Defendants took actions in furtherance of the object this conspiracy, when they sexually harassed and otherwise discriminated and retaliated against Plaintiffs, collectively hyperscrutinized and unfairly disciplined defendants, failed to promote, removed job duties, reduced hours and compensation, underpaid them in comparison to their peers, demoted and ultimately terminated Plaintiffs.

176. Defendants actions injured Ms. Bassett and Ms. Stoots causing emotional damages and lost wages and benefits among other injuries.

177. Further, Defendants actions deprived of Ms. Stoots and Ms. Bassett of having and exercising any right or privilege of a citizen of the United States, when Defendants violated their rights under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, their free speech and association rights under the First Amendment to the United States Constitution, and their rights under Title VII and the Equal Pay Act, among other federal and state laws.

178. Defendants acted under color of state law, using a power possessed by virtue of state law, when depriving Plaintiffs of their rights.

179. As a result of Defendants' misconduct Plaintiffs suffered damages, including lost wages, compensatory damages, punitive damages against the individually named Defendants and has occurred attorneys fees and costs.

180. Defendants maliciously and wantonly violated Plaintiffs' federally protected rights.

COUNT V
Intentional Infliction of Emotional Distress
Louisiana State Law
(Plaintiff Stoots Against Defendant Leesville, Defendant Larney, Allen, and Fox in their official capacities, and Defendant Fox in his individual capacity)

181. Defendant Fox's conduct toward Ms. Stoots was extreme and outrageous, in that he asked for sexual favors in exchange for keeping her job, and made constant verbal comments about her chest and bottom and other areas.

182. Defendant's Fox's misconduct caused Ms. Stoots severe emotional distress.

183. Plaintiff's status as an employee entitled her to a greater degree of protection from Mr. Fox and the other Defendants.

184. Defendant Fox desired to inflict severe emotional distress, or knew that severe emotional distress would be certain or substantially certain to result from his conduct.

185. Defendant Leesville, and individual defendants in their official capacities, are liable for the acts and/or omissions of its agents and employees. Defendant, either directly, or by and through its agents, which directly and proximately caused her severe injuries, damages and losses.

RELIEF REQUESTED

Wherefore Plaintiff requests judgment be entered against Defendants and that the Court grant the following:

- a. Declaratory relief;
- b. Injunctive relief;

- c. Judgment against Defendants for Plaintiffs' asserted causes of action;
- d. damages in such an amount as shall be proven at trial for back-pay and damages including lost benefits, wages, promotions, tenure, seniority, lost promotions, and other employment opportunities;
- e. Award of compensatory damages including for emotional distress;
- f. An order for the Defendant to reinstate Plaintiffs or in the alternative to pay for front-pay and benefits;
- g. Punitive damages;
- h. Award of treble damages;
- i. Award of liquidated damages;
- j. Award costs and attorney's fees;
- k. Pre- and post-judgement interest; and
- l. Order such other and further relief, at law or in equity, to which Plaintiff may be justly entitled.

PLAINTIFF REQUESTS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE

Respectfully submitted,

Respectfully submitted this 6th day of March 2020.

/s/ Casey Denson
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