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MAY 15 2026

PETER A. MOORE, JR., CLERK
US DISTRICT COURT, EDNC
BY Mm DEP CLK

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

Civil Action No.: 5:26-cv-00326-M

MAMADOU M. SAMBA,)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT
)	JURY TRIAL DEMAND
CITY OF ROCKY MOUNT,)	
)	
Defendant.)	

1. This is an action under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. to correct the unlawful employment practices of discrimination based on race, national origin, retaliation, and constructive discharge; and to provide appropriate relief to Plaintiff Mamadou Samba (“Samba”).
2. Plaintiff alleges that Defendant, through its agents and supervisory employees, including Former Interim City Manager Peter Varney, Assistant to the Interim City Manager Kenneth Hunter, and C. Saunders “Sandy” Roberson Jr., Mayor of the City of Rocky Mount, engaged in discriminatory and retaliatory conduct prohibited by Title VII of the Civil Rights Act of 1964.

I. JURISDICTION AND VENUE

3. This Court has jurisdiction under 28 U.S.C. § 1331 (federal question) and under 28 U.S.C. § 1343 (civil rights) as this action arises under federal law, including Title VII of the Civil Rights Act of 1964.
4. Venue is proper in this District pursuant to 42 U.S.C. § 2000e-5(f)(3), the venue provision specific to Title VII actions, because the unlawful employment practices alleged herein occurred within this District, and pursuant to 28 U.S.C. § 1391.

II. PARTIES

5. Plaintiff is a Black/African American male of West African national origin and a resident of Rocky Mount, North Carolina, in Nash County.
6. Defendant, (“City”) (“City of Rocky Mount”) is a municipal employer located in Nash County and Edgecombe County, organized under the laws of North Carolina. At all relevant times, Defendant employed roughly 900 employees and was an employer within the meaning of Title VII.

III. ADMINISTRATIVE PROCEDURES

7. Prior to filing this Complaint, Plaintiff timely filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), Charge No. 433-2025-03134, alleging violations of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq. (“Title VII”).
8. The EEOC issued a Notice of Right to Sue on February 27, 2026, which contains copies of Plaintiff’s charge and the Right to Sue Letter. Therefore, this suit is timely filed within the 90 days allowed from the receipt of the right to sue letter (**See Exhibit A**).

IV. STATEMENT OF FACTS

9. The Plaintiff, an African American man with over 13 years of experience with the District of Columbia government, was recruited from Washington, DC, by the Defendant to serve in a senior executive leadership role with the City of Rocky Mount.
10. Plaintiff was employed by the Defendant from January 24, 2024, to March 28, 2025, as Chief Performance Officer and was qualified for his position.
11. Between August 23, 2024, and March 28, 2025, Plaintiff was pressured to resign. When Plaintiff refused, Defendant demoted Plaintiff to a lesser role; threatened and reduced Plaintiff’s salary by over 1/3 of his annual salary if Plaintiff did not voluntarily resign by March 28, 2025; and ultimately, terminated Plaintiff, citing false “unexcused absence.”
12. When Plaintiff complained about the adverse actions taken against him in violation of Title VII of the Civil Rights Act, Defendant’s authorized legal counsel, on two separate occasions, during the internal appeal and before the EEOC, reminded Plaintiff that “He should have been

more grateful to his white supervisor for all he has done for him (Plaintiff).

13. On April 4, 2025, Defendant issued Plaintiff a termination letter after Plaintiff had already communicated his separation date verbally and in writing. Defendant instructed Plaintiff to return all City-issued equipment and transitioned Complainant's work responsibilities, all with the knowledge and acknowledgment of City leadership.
14. Defendant issued a termination letter citing "unexcused absence," noting dates when Plaintiff was no longer employed, knowing that its content was false in an effort to damage Plaintiff's professional reputation and to retaliate against Plaintiff.
15. The issuance of a false termination letter constitutes actionable post-separation retaliation.
16. Interim City Manager Peter Varney admitted that he was aware of the City's applicable personnel policies and that he could have followed those policies in his treatment of Plaintiff but chose not to. This admission establishes that the adverse actions taken against Plaintiff were not the product of oversight, error, or legitimate business judgment, but deliberate, knowing departures from established policy directed specifically at Plaintiff."

Recruitment and Employment

17. On or about October 2023, Defendant's then-Human Resources Director recruited Plaintiff for a newly created executive leadership position titled Chief Performance Officer. The position was created based on Plaintiff's qualifications and experience in performance management and public administration.
18. On November 11, 2023, Plaintiff received and signed an offer letter for the position of "Deputy Director (working title – Chief Performance Officer)." The offer letter was signed by Plaintiff and then-City Manager Keith Rogers.
19. Plaintiff was informed by the then-Human Resources Director that the "Deputy Director" title was being reclassified into the new Chief Performance Officer role, which would have to be ratified by the City Council.
20. At no point during Plaintiff's negotiation process or subsequent acceptance of the offer did the Defendant inform Plaintiff that the position had not yet been approved by the Rocky Mount City Council, or that it was not included in the Defendant's budget.

Plaintiff Officially Begins Employment with the City of Rocky Mount

21. In January 2024, in reliance on Defendant's representations, Plaintiff relocated from the Washington, D.C. area to North Carolina to begin employment, with expenses paid by the City of Rocky Mount.
22. In August 2024, Defendant's City Manager Keith Rogers resigned due to allegations of mismanagement, including bypassing City Council approval for various decisions.
23. On or about August 16, 2024, six days before Interim City Manager Peter Varney delivered any official notice to Plaintiff, Elton Daniels, then-Assistant City Manager and now-City Manager of the City of Rocky Mount and a senior member of its executive leadership, sought out Plaintiff privately and delivered a deliberate warning: that Plaintiff had been targeted for removal by Interim City Manager Peter Varney and Mayor Sandy Roberson.
24. Daniels informed Plaintiff that Varney intended to separate Plaintiff from his position despite the fact that Plaintiff had successfully completed his probationary period, had received no disciplinary action, and had no documented performance deficiencies of any kind.
25. On August 23, 2024, Defendant's Interim City Manager Peter Varney, who is white, informed Plaintiff that the Chief Performance Officer Position had not been properly approved or ratified by the City Council and was not considered in the city's pay plan.
26. Defendant's Interim City Manager, Peter Varney, informed Plaintiff of his intentions to "separate" Plaintiff from his Chief Performance Officer duties but expressed his wishes for Plaintiff to voluntarily resign. Defendant's Interim City Manager even offered to pay Plaintiff a severance in exchange for his resignation.
27. Plaintiff immediately protested the decision and informed Defendant's Interim City Manager that the proposed actions were discriminatory, violated City policy, and deprived Plaintiff of due process protections.
28. On September 5, 2024, immediately following Plaintiff's complaints regarding discriminatory treatment, unequal treatment, and constructive discharge, Defendant removed Plaintiff from the Executive Leadership Team and asked Plaintiff to report to Kenneth Hunter (white), Assistant to the City Manager for Budget and Performance.
29. On January 6, 2025, after multiple requests from Plaintiff and five (5) months after its initial due date, Defendant issued Plaintiff an end-of-probation performance evaluation rating him

as “Exceeds Expectations.”

30. Despite Plaintiff’s strong performance and positive evaluations, Defendant targeted Plaintiff for adverse treatment, to include the following: (i) elimination of duties; (ii) removal from the Executive Leadership Team; (iii) forced demotions; (iv) salary reductions exceeding one-third of their annual compensation, effective March 28, 2025; (v) denial of procedural protections afforded to white employees; and (vi) termination under false allegations of “unexcused absence”, (vii) post-employment retaliation.
31. Both in writing and in subsequent EEOC inquiry, Peter Varney admitted that he erroneously assumed Plaintiff was still a probationary employee.
32. Upon learning that Plaintiff’s separation would not be so easy, Peter Varney demoted Plaintiff, threatened to substantially reduce Plaintiff’s pay if Plaintiff did not resign, and ultimately reduced Plaintiff’s compensation effective March 28, 2025.
33. Between August 2024 and March 2025, Plaintiff was subjected to materially different terms and conditions of employment than similarly situated white employees.
34. Also in the said EEOC inquiry, Peter Varney admitted that he did not demote or reduce the salary of white employees. In fact, Peter Varney admitted that Plaintiff’s position was the only one defunded, despite his pretextual explanation of a multi-million-dollar budget deficit.
35. Defendant falsely asserted that Plaintiff “*Never Expressed a Desire to Appeal*” Peter Varney’s decisions.
36. On or about September 12, 2024, Plaintiff made a third complaint about the adverse actions and discriminatory treatment against him to his supervisor, Kenneth Hunter.
37. Kenneth Hunter characterized Plaintiff’s concerns as a “personnel matter,” and failed to provide Plaintiff with grievance or due process procedures; and reiterated that Plaintiff should seek employment outside of the City.
38. Between December 13, 2024, and March 2025, Plaintiff submitted verbal and written complaints regarding discrimination, unequal treatment, and violation of City policy, including to Melissa Alston, Interim IT Director, on December 30, 2024, Elton Daniels, who simultaneously served as Interim Human Director, Interim City Manager, and Peter Varney, to no avail.
39. Between December 13, 2024, and 28, 2025, Plaintiff communicated his resignation date on multiple occasions, both in writing and verbally to City leadership, returned City-issued

equipment, including badge, computer, and cell phone, transitioned his work responsibilities, and cleaned his office. Defendant acknowledged Plaintiff's resignation date as March 28, 2025. Plaintiff even received a call from his direct supervisor to thank Plaintiff for his excellent service and to wish Plaintiff well on Plaintiff's professional journey.

40. Despite acknowledging Plaintiff's separation date, on April 4, 2025, Defendant issued Plaintiff a termination letter falsely alleging unexcused absences as the reason behind Plaintiff's termination.
41. The termination letter referenced "unexcused absences" for dates Plaintiff was no longer employed by the city. (*See Exhibit B*).

V. EVIDENCE OF PRETEXT

42. During Plaintiff's employment and separation, Defendant provided shifting and inconsistent explanations for the adverse actions taken against Plaintiff, including assertions that Plaintiff's position was unauthorized, overly compensated, non-essential, subject to "workforce redirection," and/or eliminated because of budgetary concerns.
43. Defendant's Interim City Manager Peter Varney asserted that Plaintiff's demotion was non-disciplinary and therefore required no appeal rights, while arguing that Plaintiff should have appealed the decision.
44. Defendant simultaneously and contradictorily asserts that grievances only apply to disciplinary actions, and Plaintiff's demotion was not disciplinary, but somehow blames Plaintiff for failing to pursue a remedy that it says was not available to him.
45. The City further insists Plaintiff was on vacation and abandoned his job despite acknowledging extensive evidence Plaintiff provided that the City acknowledged, approved, and accepted his last day of employment as of March 28, 2025.
46. While claiming budget hardship, the City (i) forced a \$51,863.48 reduction on a Black executive but awarded a \$32,199 salary increase to a white employee during the same time period. This contradicts the City's claimed fiscal justification and is compelling evidence of discriminatory intent.
47. The pretextual nature of Defendant's fiscal justification is independently corroborated by the North Carolina State Auditor's March 2026 Performance Audit of the City of Rocky Mount. The Auditor found that Peter Varney, while serving as Interim City Manager and

simultaneously dismantling Plaintiff's position on grounds of budgetary necessity, arranged to manipulate his compensable hours to maximize his personal compensation while collecting State retirement benefits. This arrangement violated North Carolina's retirement limits and inflated Varney's total compensation at the City's expense. A decision-maker who engineers personal financial gain from the same budget he invokes to justify adverse action against a subordinate cannot credibly claim fiscal necessity as a legitimate, non-discriminatory rationale.

48. Defendant's racially patronizing characterization of Plaintiff's employment relationship was not an isolated occurrence. Defendant, through its authorized legal counsel acting on behalf of Interim City Manager Peter Varney and the City of Rocky Mount, stated on two separate occasions, first during the internal appeal proceedings, and again in the City's official EEOC Position Statement, that Plaintiff "should have been more grateful" to his white supervisor for all he has done.
49. The repetition of this statement across two distinct proceedings, one internal and one before a federal agency, establishes that this characterization was not inadvertent but reflected the City's consistent and deliberate framing of the employment relationship between Plaintiff, a Black man of West African national origin, and his white supervisor.
50. The assertion that a Black executive employee should express gratitude to a white supervisor for the supervisor's professional conduct is racially coded and reflects a discriminatory expectation of racial deference that permeated Defendant's treatment of Plaintiff.
51. Varney's own admission that he could have followed City policy but chose not to is dispositive of the pretext question. A decision-maker who knowingly bypasses policy to harm a black employee, while benefiting himself and other white employees, cannot claim his actions were motivated by legitimate business necessity.

VI. DISPARATE TREATMENT

52. Plaintiff, a Black man of West African national origin with over 13 years of government experience and an 'Exceeds Expectations' performance rating, was demoted, stripped of executive duties, and had his compensation reduced by \$51,863.48. During the same period, a white employee serving in an interim executive capacity received a \$32,199 salary increase.

53. Defendant's own Interim City Manager, Peter Varney, admitted in EEOC proceedings that he did not demote or reduce the salary of any white employee. Varney further admitted that Plaintiff's position was the only one defunded, directly contradicting his stated justification of a multi-million-dollar budget deficit. These admissions, made by Peter Varney, the decision-maker himself, establish that the adverse actions taken against Plaintiff were not applied evenhandedly but were targeted specifically at Plaintiff because of his race and national origin
54. The racial character of Defendant's conduct is further confirmed by the statement of Defendant's authorized legal counsel, repeated in two separate proceedings, that Plaintiff 'should have been more grateful' to his white supervisor. This statement reflects an expectation of racial deference that has no place in an employment relationship and is direct evidence of the discriminatory animus motivating the adverse actions taken against Plaintiff.
55. No white executive employee in a comparable role was subjected to removal from the Executive Leadership Team, demotion, forced salary reduction, denial of procedural protections, or termination under false pretenses. The adverse treatment Plaintiff experienced was unique to him and consistent with a pattern of targeting a Black executive while protecting and enriching white employees in comparable or superior positions.
56. Varney's admission that he deliberately deviated from City policy in his treatment of Plaintiff, combined with his acknowledgment that no white employee was subjected to comparable treatment, constitutes direct evidence of discriminatory intent under Title VII.

VII. ADVERSE EMPLOYMENT ACTIONS

57. Defendant subjected Plaintiff to materially adverse employment actions, including: (i) Removal from executive leadership; (ii) Elimination of Plaintiff's executive position; (iii) Demotion to a lower-level position; (iv) Reduction in compensation exceeding 1/3 of his annual compensation; (v) Denial of procedural protections and grievance rights; (vi) Reputational harm; (vii) Constructive discharge; and (viii) Termination under false allegations of unexcused absences.
58. Upon information and belief, on or about August 29, 2024, City Councilmember Andre Knight contacted a former City of Rocky Mount employee by telephone to ask said employee if he had a problem with Plaintiff earning a higher salary than said employee.

59. During this conversation, Council Member Andre Knight stated to the employee, "He [Plaintiff] has got to go!"
60. Councilmember Knight's improper involvement in advocating for Plaintiff's removal is consistent with a documented pattern of Knight using his council position to influence city personnel and operational matters outside the scope of his authority, as corroborated by a 2020 investigation by the North Carolina State Auditor, finding that city officials acted on Knight's behalf in violation of established city policy, resulting in over \$47,000 in unpaid electricity bills to the city.
61. Councilmember Knight's statement is relevant not as an independent claim but as evidence of the City's institutional discriminatory intent, demonstrating that the targeting of Plaintiff extended beyond Interim City Manager Varney to the City's elected leadership, and reflecting a coordinated institutional effort to remove Plaintiff from his position. Knight's conduct is further consistent with a documented pattern of Rocky Mount officials acting outside their authority in personnel matters, as corroborated by the 2020 North Carolina State Auditor investigation finding that city officials acted on Knight's behalf in violation of established City policy.

COUNT I: RACE DISCRIMINATION

62. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
63. Plaintiff, a Black man of West African national origin, was recruited by Defendant and entered into an employment contract with the City of Rocky Mount.
64. Defendant intentionally discriminated against Plaintiff on the basis of race in the making, performance, and termination by: (i) elimination of duties; (ii) removal from the Executive Leadership Team; (iii) forced demotions; (iv) salary reductions exceeding one-third of their annual compensation, effective March 28, 2025; (v) denial of procedural protections afforded to white employees; (vi) termination of Plaintiff's employment under false allegations of "unexcused absence", (vii) post-employment retaliation.
65. Defendant's own decision-maker, Interim City Manager Peter Varney, admitted that he did not subject any white employee to comparable treatment and that he could have followed

City policy in his treatment of Plaintiff but deliberately chose not to. This admission constitutes direct evidence of intentional race discrimination in the performance and termination of Plaintiff.

66. As a direct and proximate result of Defendant's intentional race discrimination in violation, Plaintiff has suffered damages including lost wages and benefits, reputational harm, loss of career opportunity, and emotional distress, for which Plaintiff seeks all available relief, including compensatory and punitive damages.

COUNT II: DISPARATE TREATMENT

67. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
68. Plaintiff is a Black man of West African national origin and a member of protected classes under Title VII of the Civil Rights Act of 1964. Plaintiff was qualified for his position, had successfully completed his probationary period, had received no disciplinary action of any kind, and had been rated "Exceeds Expectations" in his end-of-probation performance evaluation, a document Defendant delayed issuing for five months and only produced after repeated requests from Plaintiff.
69. Despite Plaintiff's qualifications and performance record, Defendant subjected Plaintiff to a series of escalating adverse employment actions that no similarly situated white executive experienced. Beginning in August 2024, Interim City Manager Peter Varney, who is white, targeted Plaintiff for removal, pressured him to resign, offered him severance in exchange for his departure, and, upon Plaintiff's refusal, systematically dismantled his position, stripped him of executive duties, removed him from the City's Executive Leadership Team, demoted him, and ultimately reduced his annual compensation by \$51,863.48.
70. Defendant's own decision-maker, Interim City Manager Peter Varney, admitted in EEOC proceedings that he did not demote or reduce the compensation of any white employee. Varney further admitted that Plaintiff's position was the only one defunded, directly undermining his stated justification of a multi-million dollar budget deficit. Most

significantly, Varney admitted that he was aware of the City's applicable personnel policies and that he could have followed those policies in his treatment of Plaintiff, but deliberately chose not to. A decision-maker who knowingly bypasses established policy to harm one specific employee, a Black executive, and admits doing so while treating no white employee comparably has provided direct evidence of discriminatory intent.

71. The discriminatory disparity in treatment is further confirmed by specific comparators. During the same period, Defendant claimed fiscal necessity required eliminating Plaintiff's executive role and reducing his compensation by more than \$51,000. Defendant awarded a white employee serving in an interim executive capacity a salary increase of approximately \$32,199 annually.
72. Additionally, as documented by the North Carolina State Auditor's 2026 Report, Interim City Manager Varney himself arranged to manipulate his compensable hours to increase his personal compensation while simultaneously collecting State retirement benefits in violation of North Carolina law, further exposing the City's fiscal hardship justification as pretextual.
73. The racial dimension of Defendant's conduct is further confirmed by statements made by Defendant's authorized legal counsel on two separate occasions, once during internal appeal proceedings and again in the City's official EEOC Position Statement, that Plaintiff should have been more grateful to his white supervisor for all he had done. This statement, repeated across two distinct proceedings by counsel acting on the City's behalf, reflects an expectation of racial deference that permeated Defendant's treatment of Plaintiff and constitutes direct evidence of the discriminatory animus motivating the adverse actions taken against him.
74. Defendant's stated justifications for its actions were false, shifting, and inconsistent — hallmarks of pretext. The City variously claimed Plaintiff's position was unauthorized, non-essential, subject to workforce redirection, and eliminated for budgetary reasons, while simultaneously awarding salary increases to white employees and enriching its own decision-maker. No white executive in a comparable role was subjected to removal, demotion, forced salary reduction, denial of procedural protections, or termination under false pretenses.

75. Defendant discriminated against Plaintiff because of his race and national origin in violation of Title VII of the Civil Rights Act of 1964, as amended.
76. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff has suffered and continues to suffer damages, including lost wages and benefits, loss of career opportunity, reputational harm, and emotional distress.

COUNT III: HOSTILE WORK ENVIRONMENT

77. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
78. Plaintiff is a Black man of West African national origin and a member of protected classes under Title VII of the Civil Rights Act of 1964.
79. Beginning in August 2024 and continuing through Plaintiff's separation in March 2025, Defendant subjected Plaintiff to a sustained pattern of discriminatory and harassing conduct so severe and pervasive as to alter the terms and conditions of Plaintiff's employment and create an abusive working environment. This conduct included: (i) repeated pressure to resign directed specifically at Plaintiff and no comparable white executive; (ii) removal from the Executive Leadership Team following Plaintiff's protected complaints; (iii) isolation from City leadership and reassignment outside Plaintiff's area of expertise; (iv) threats of substantial salary reduction designed to coerce Plaintiff's resignation; (v) denial of procedural protections routinely afforded to white employees; and (vi) characterization by Defendant's authorized legal counsel, on two separate occasions and in two separate proceedings, that Plaintiff should have been more grateful to his white supervisor, a racially coded statement reflecting an expectation of racial deference that pervaded Plaintiff's working environment.
80. The conduct described herein was unwelcome, was based on Plaintiff's race and national origin, and was sufficiently severe and pervasive to alter the conditions of Plaintiff's employment. The conduct is directly imputable to Defendant as it was carried out by Defendant's senior officials, including Interim City Manager Peter Varney and Plaintiff's direct supervisor Kenneth Hunter, acting within the scope of their authority.
81. As a direct and proximate result of Defendant's creation and maintenance of a hostile work environment, Plaintiff suffered damages including emotional distress, reputational harm,

loss of income and benefits, and loss of career opportunity.

COUNT IV. RETALIATION

82. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
83. Plaintiff engaged in protected activity by opposing discriminatory practices, unequal treatment, denial of due process, and violations of City policy.
84. Defendant was aware of Plaintiff's protected activity.
85. On August 23, 2024, Plaintiff formally complained about discriminatory treatment to Interim City Manager Varney. Approximately 13 days later, on September 5, 2024, Defendant removed Plaintiff from the Executive Leadership Team in direct response to that protected activity
86. Defendant's actions would dissuade a reasonable employee from engaging in protected activity.
87. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff suffered damages.

COUNT V: CONSTRUCTIVE DISCHARGE

88. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein
89. Plaintiff's communication of a separation date was not a voluntary resignation but rather the direct result of conditions rendered intolerable by Defendant's discriminatory and retaliatory conduct. Plaintiff was left with no reasonable alternative but to separate from employment as a result of Defendant's actions.
90. Those conditions included but were not limited to: (i) pressure from Defendant's representative to get Plaintiff to resign, (ii) removal from executive leadership; (iii) reassignment outside Plaintiff's expertise; (iv) substantial salary reduction; (v) denial of procedural protections; (vi) and false disciplinary characterization of Plaintiff's resignation.
91. Defendant's actions forced Plaintiff's resignation from employment.
92. As a direct and proximate result of Defendant's conduct, Plaintiff suffered damages.

COUNT VI: DEPRIVATION OF PROCEDURAL DUE PROCESS

93. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. At all relevant times, Defendant City of Rocky Mount and its agents, including Interim City Manager Peter Varney, Kenneth Hunter, and City Manager Elton Daniels, acted under color of state law. At no point prior to issuing the termination letter did the City afford Plaintiff notice of any progressive disciplinary actions against Plaintiff, an opportunity to respond, or any hearing of any kind. The City decided to terminate Plaintiff's employment and communicated that decision as a *fait accompli* through a termination letter dated April 4, 2025, signed by Interim City Manager Peter Varney. The City never provided Plaintiff with any pre-termination process whatsoever.
94. No pre-termination hearing was held. The only process the City ever offered was a post-termination right to appeal contained within the termination letter itself — offered only after the deprivation had already been carried out. The Constitution does not permit a government employer to terminate a public employee and then offer process as an afterthought. The deprivation preceded any opportunity to be heard.
95. Even setting aside the absence of any pre-termination process, the post-termination appeal that was offered was not constitutionally adequate to cure the deficiency. The appeal was presided over by Elton Daniels, who was not a neutral decision-maker. Daniels had personal, prior knowledge of Peter Varney's intentions to remove Plaintiff, knowledge so specific that Daniels privately warned Plaintiff of Varney's targeting before any official action was taken.
96. After being elevated to City Manager under Peter Varney's tenure, Elton Daniels publicly and personally thanked Varney for securing him that position. Plaintiff was therefore required to appeal a termination decision made by Varney before a tribunal chaired by Varney's own protégé — a decision-maker who owed his professional advancement directly to the adverse party, and who had expressed personal gratitude to that same party. No reasonable person could regard such a proceeding as a neutral review.
97. Due process requires both pre-deprivation notice and a meaningful opportunity to be heard before a neutral decision-maker. Neither was provided here.

98. The City's termination of Plaintiff without any pre-termination process, followed by a post-termination appeal before a structurally biased and conflicted decision-maker, deprived Plaintiff of the procedural due process.
99. Further compounding the structural bias, the decision-maker who presided over Plaintiff's appeal was the same individual who had previously issued a formal warning to Plaintiff, making Daniels a direct participant in the very disciplinary chain that culminated in the termination he was now nominally tasked with reviewing. Daniels was simultaneously a prior disciplinarian, a beneficiary of Varney's patronage, and the sole adjudicator of Plaintiff's appeal. Notably, the appeal decision itself acknowledged the existence of a resignation letter identifying March 28, 2025, as Plaintiff's last day of employment. Yet, Daniels upheld the termination, nonetheless, demonstrating that the appeal was not a genuine review of the merits, but a predetermined ratification of the adverse action already taken against Plaintiff. **(See Exhibit C).**
100. As a direct and proximate result of Defendant's deprivation of Plaintiff's constitutional right to procedural due process, Plaintiff has suffered damages including loss of employment, loss of income and benefits, reputational harm, and emotional distress.

COUNT VII. POST-SEPARATION RETALIATION

101. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
102. Plaintiff engaged in protected activity under Title VII by opposing discriminatory employment practices and filing a Charge of Discrimination with the EEOC.
103. Defendant was aware of Plaintiff's protected activity at the time the April 4, 2025, termination letter was issued.
104. On April 4, 2025, after Plaintiff's employment had concluded, Defendant issued a written termination letter falsely characterizing Plaintiff's separation as resulting from "unexcused absences" between April 1 and April 4, 2025, dates on which Plaintiff had no employment obligation to the City and was no longer in its service.
105. The termination letter was false, pretextual, and issued in retaliation for Plaintiff's protected complaints of discrimination. It served no legitimate administrative purpose and was not

consistent with how Defendant handled the separations of similarly situated white employees.

106. Defendant further extended its retaliation against Plaintiff by refusing to pay Plaintiff's earned leave benefits.
107. As a direct and proximate result of Defendant's post-separation retaliatory conduct, Plaintiff has suffered and continues to suffer damages, including reputational harm, lost employment opportunities, and emotional distress.

DAMAGES

108. Defendant's conduct, including the admission of its decision-maker that he knowingly departed from established City policy in his treatment of Plaintiff, demonstrates malice and reckless indifference to Plaintiff's federally protected rights, entitling Plaintiff to punitive damages.
109. Because of Defendant's statutorily impermissible, willful, and intentional acts of discrimination, retaliation, and constitutional deprivation, Plaintiff has suffered loss of income, loss of benefits, loss of career opportunity, loss of advancement, reputational harm, and emotional distress. Plaintiff seeks all relief available under applicable law, including back pay, front pay, compensatory damages, punitive damages, attorney's fees, costs, and pre- and post-judgment interest in the maximum amounts allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

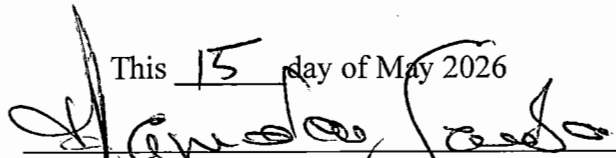
110. Declare the Defendant violated Plaintiff's civil rights under federal law;
111. Order Defendant to remove, rescind, and expunge any false or disciplinary separation records, including references to "unexcused absences" from Plaintiff's personnel records
112. Award back pay, lost wages, and lost benefits from the date of Defendant's first adverse action through the date of judgment; and award front pay in lieu of reinstatement, as reinstatement is not practicable given the hostile, discriminatory, and retaliatory environment created by Defendant's senior leadership

113. Award compensatory damages for emotional distress, pain, suffering, and reputational harm.
114. Order restoration or compensation for accrued leave, vacation time, and employment benefits wrongfully forfeited;
115. Award punitive damages based on Defendant's malicious and recklessly indifferent conduct, including the admission of its decision-maker that he knowingly departed from established City policy in his discriminatory treatment of Plaintiff.
116. Award all compensatory damages and equitable relief available under Title VII.
117. Grant such other relief as the Court deems just and proper

JURY DEMAND

118. Plaintiff hereby demands a jury trial on all issues and claims so triable as a matter of right.

This 15 day of May 2026



Mamadou M. Samba, *pro se*

(pending anticipated appearance of Counsel)

209 Ashmore Lane

Rocky Mount, NC, 27804

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