

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

CHRISTOPHER ROBINSON,

Plaintiff,

v.

**FORT DUPONT REDEVELOPMENT
PRESERVATION CORPORATION,
*a Not for Profit Delaware Corporation,***

Defendant,

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C.A. No.:

Trial by Jury Demanded

COMPLAINT

I. NATURE OF THE CASE

1. This is a case of wrongful termination from employment. Plaintiff Christopher Robinson (“Plaintiff” “Plaintiff Robinson” or “Robinson”) was a Maintenance Manager working for Defendant Fort DuPont Redevelopment Preservation Corporation (“Defendant” “Defendant FDRPC” or “FDRPC”) before his wrongful termination. FDRPC termination of Plaintiff Robinson, whose son has a Puerto Rican mother, violated the Delaware Whistleblowers Protection Act (“DWPA”), 19 Del. C. §§1701, *et seq.*, the Implied Covenant of Good Faith and Fair Dealing, and race discrimination under the Civil Rights Act of 1866, 42 U.S.C. § 1981.

2. The actions giving rise to this Complaint took place in the State of Delaware.
3. Venue in this Court is proper.

II. THE PARTIES

4. Plaintiff Christopher Robinson (“Plaintiff” “Plaintiff Robinson” or “Robinson”) is a White Caucasian whose son’s mother is Puerto Rican and who was employed by Defendant Fort

DuPont Redevelopment Preservation Corporation from approximately July of 2018 until November 24, 2020. When he was terminated from his employment, he was the Maintenance Manager.

5. Defendant Fort DuPont Redevelopment Preservation Corporation (“Defendant” “Defendant FDRPC” or “FDRPC”) is a not for profit corporation organized under the laws of the State of Delaware. FDRPC’s Registered Agent for Service of Process is the Fort Dupont Redevelopment and Preservation Corporation. Its Registered Agent’s Address is 260 Old Elm Avenue, Delaware City, DE 19706. Per its website, its Executive Director is Tim Slavin.

III. FACTS GIVING RISE TO THE ACTION

A. Tearing Down Historic Building

6. In February of 2020, the FDRPC staff, at the behest of then Acting Executive Director Jeff Randol, tore down an Historic Building (Building No. 58 - the Old Quartermaster’s Building).

7. Employees were told to say that it collapsed in a windstorm if anyone asked.

8. Tearing down an Historic Building in this manner violates Section 106 of the National Historic Preservation Act, local building code by not having the proper demolition permits, and FDRPC’s own Bylaws.

B. Health & Safety Issues Brought to Defendant’s Attention by Mr. Robinson

9. In the Summer of 2020, Mr. Robinson brought up to Mr. Randol and Site Manager Thomas’ attention Health and Safety Issues. For example, in order to board up windows in the Second Floor Gym, there really needed to be both a ladder and a spotter. Mr. Robinson was admonished for being “too complicated” and even written up as a result.

Employees were made to work on aerial high reaches and ladders alone, being told that there were not enough help for two people. In November of 2020, Mr. Robinson was made to work in a building with extreme electrical hazards without proper safety equipment or preparation. Mr. Robinson complained about these violations of the law.

C. Mr. Robinson Brings Up the Illegality of Taking Down Building No. 58

10. Later, Mr. Robinson became aware that the building was an Historic Building which was on the National Registry of Historic Places and listed in “fair to good” condition during the FDRPC’s initial development plan.

11. On or about 10/10/20, Mr. Robinson relayed the illegality of taking down the Historic Building to Board Member Eric Smith. He also brought the incident to the local authorities.

12. Board Member Smith promptly brought his conversation with Mr. Robinson to the attention of members of the Board, and Acting Executive Director Jeff Randol, Site Manager Peggy Thomas, and H/R Director Donna Mae.

D. Retaliatory/Lack of Good Faith/Discriminatory Adverse Actions

13. Within approximately one week, in mid-October of 2020, Acting Executive Director Jeff Randol met with Donna Mae, who worked for a third party Human Resources consulting company. Mr. Randol told Ms. Mae, “Help me get rid of this guy. How about a gift certificate to whatever Restaurant.”

14. On or about 10/26/20, Mr. Robinson met with Mr. Randol and Site Manager Peggy Thomas. H/R Director Donna Mae was present via telephone. He was placed on an unrealistic Performance Improvement Plan (“PIP”) which stated that it would be in effect for 90

days. Then he wasn't even given 30 days to complete this PIP. Rather, he was wrongfully terminated on 11/24/20.

15. In addition to lost wages and other damages, he was told that his Rent on site would increase by \$500.00 per month. This rent increase came during a time when, due to COVID-19, an eviction moratorium was in effect.

16. Without a job, he fell into arrears on the rent. On May 18, 2021, an eviction note was sent to him by FDRPC's attorney. It is believed that the attorney acted upon orders from then Acting Executive Director Randol and/or Site Manager Peggy Thomas.

17. At the end of May 2021, Mr. Robinson paid the rent in full, at the increased rate even though he had not agreed to the \$500.00 increase in rent and even though the rental unit was in dire need of repair.

18. Acting Executive Director Randoll and Site Manager Peggy Thomas still wanted him out of the rental.

19. Ultimately, on April 1, 2022 he vacated the premises under duress due to an eviction notice. This caused problems for him concerning the mother of his son and his ability to spend time with his son.

E. Deliberate, Intentional Actions

20. The actions of the Defendant, its employees and/or agents were deliberately, intentionally, willfully, purposefully and knowingly done in violation of federally protected rights and because of the exercise of those rights. The Defendant, its employees and/or agents either knew or showed a negligent or reckless disregard for the matter of whether their conduct violated federal and state rights. The actions of Defendant through its employees and/or agents were

outrageous and taken with evil motive, in bad faith, out of personal animus and without any reasonable grounds to support them. These actions were wanton and malicious or taken with reckless indifference to federally protected rights. The exercise of statutory rights made a difference in all actions adverse to plaintiff. The exercise of statutory rights was a motivating or determinative factor in all actions adverse to Plaintiff.

21. As a direct and proximate result of Defendant's actions, Plaintiff Robinson has suffered loss of emotional pain and suffering, past wages/back pay and bonuses, extra expense relating to his rent (when reduced rent had been a benefit of his employment), moving expenses, lost personal tools, and humiliation, embarrassment, and injury to reputation.

COUNT I (DELAWARE WHISTLEBLOWERS PROTECTION ACT)

22. Plaintiff repeats and realleges paragraphs 1 - 21 set out above.

23. The actions of the Defendant violated 19 Del. C. §1701, et seq.

24. Defendant knowingly discharged and otherwise discriminated against Plaintiff regarding Plaintiff's compensation, terms, conditions, and privileges of employment because Plaintiff reported verbally and/or in writing that violations of 19 Del. C. §1701, *et seq.* had occurred. Plaintiff was discharged and otherwise discriminated against because he reported the serious deviations relating to health and safety standards.

25. Plaintiff has suffered adverse actions in the terms and conditions of his employment.

26. There is a causal link between these adverse actions and the fact that Plaintiff engaged in protected activity under the Delaware Whistleblowers Protection Act, 19 Del. C. §1701, *et seq.*

27. Any alleged legitimate non-discriminatory reason offered by Defendant for its actions is a pretext for intentional retaliatory discrimination.

28. Plaintiff can demonstrate pretext because any legitimate non-discriminatory reasons offered by Defendant for its actions are unworthy of credence since Plaintiff can demonstrate such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in her employer's proffered legitimate reasons for its actions that a reasonable fact finder could rationally find them unworthy of credence and hence infer that the employer did not act for the asserted non-discriminatory reasons.

29. Alternatively, Plaintiff can demonstrate pretext because the natural probative force of all the direct and circumstantial evidence establishes that it is more likely than not that a motivating or determinative cause of the adverse employment action was Plaintiff's engaging in protected activity.

30. The motivating or determinative reason for its treatment of Plaintiff Robinson was discrimination because of he engaged in protected activity under the DWPA.

31. Defendants' adverse treatment towards Plaintiff Robinson was temporally and causally related to his protected status.

32. As a direct and proximate result of Defendant's actions, Plaintiff Robinson has suffered loss of emotional pain and suffering, past wages/back pay and bonuses, extra expense relating to his rent (when reduced rent had been a benefit of his employment), moving expenses, lost personal tools, and humiliation, embarrassment, and injury to reputation.

COUNT II (Implied Covenant of Good Faith and Fair Dealing)

33. Plaintiff repeats and realleges paragraphs 1 - 32 set out above.

34. Defendant, its employees and/or its agents breached their covenant of good faith and fair dealing with Plaintiff by retaliating against him, terminating his employment with Defendant, forcing him to pay extra rent, and keeping some of his personal tools.

35. Defendants, its employees and/or its agents breached their implied covenant of good faith and fair dealing to Plaintiff by violating public policy by terminating him because he complained and pointed out that Defendant had or was violating a law.

36. As a direct and proximate result of Defendant's actions, Plaintiff Robinson has suffered loss of past wages/back pay and bonuses, extra expense relating to his rent (when reduced rent had been a benefit of his employment contract), moving expenses, lost personal tools, incidental damages, other injury and non-pecuniary damages.

COUNT III (RACE DISCRIMINATION IN EMPLOYMENT CONTRACT Under § 1981)

37. Plaintiff repeats and realleges paragraphs 1 - 36 set out above.

38. Plaintiff's son is of mixed race, with a White Caucasian father and a Puerto Rican mother.

39. Under all the circumstances, Plaintiff has been illegally discriminated against in terms and conditions of his employment contract with Defendant because of his son's race/color.

40. Plaintiff has suffered adverse actions in the terms and conditions of his employment as a result of Defendant's actions.

41. There is a causal link between these adverse actions and the fact that Plaintiff's son is a White Caucasian Puerto Rican.

42. Any alleged legitimate non-discriminatory reason offered by Defendant for its actions is a pretext for intentional retaliatory discrimination.

43. Plaintiff can demonstrate pretext because any legitimate non-discriminatory reasons offered by Defendant for its actions are unworthy of credence since Plaintiff can demonstrate such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in her employer's proffered legitimate reasons for its actions that a reasonable fact finder could rationally find them unworthy of credence and hence infer that the employer did not act for the asserted non-discriminatory reasons.

44. Alternatively, Plaintiff can demonstrate pretext because the natural probative force of all the direct and circumstantial evidence establishes that it is more likely than not that a motivating or determinative cause of the adverse employment action was Plaintiff's engaging in protected activity.

45. The motivating or determinative reason for its treatment of Plaintiff Robinson was discrimination because of his son's race/color.

46. Defendant's adverse treatment towards Plaintiff Robinson was temporally and causally related to his protected status.

47. Plaintiff's statutory right to be free of racial/color discrimination in employment contracts has been denied under the Civil Rights Act of 1866, 42 U.S.C. § 1981.

48. As a direct and proximate result of Defendant's actions, Plaintiff Robinson has suffered emotional pain and suffering, loss of past wages/back pay and bonuses, extra expense relating to his rent (when reduced rent had been a benefit of his employment), moving expenses, lost personal tools, and humiliation, embarrassment, and injury to reputation.

WHEREFORE, Plaintiff Robinson prays that this Court:

(a) Enter a declaratory judgment declaring the acts of the Defendant, its employees,

and/or its agents to be a violation of Plaintiffs' statutory rights.

(b) Enter a judgment against the Defendant for nominal or presumed damages.

(c) Under the DWPA and/or 42 U.S.C. §§ 1981 enter a judgment against the Defendant for compensatory damages, including lost past wages, back pay, loss associated with having to pay extra rent to Defendant, compensation for tools which were not returned to him by Defendant, and humiliation, embarrassment and injury to reputation and personal injuries (including but not limited to emotional pain and suffering), and other injury and non-pecuniary losses.

(d) Enter a judgment against Defendant stating that Defendant Breached the Implied Covenant of Good Faith and Fair Dealing and against Defendant for compensatory damages, including lost past wages, back pay, loss associated with having to pay extra rent to Defendant, compensation for tools which were not returned to him by Defendant, incidental damages, and other injury and non-pecuniary losses.

(e) Under DWPA and/or 42 U.S.C. §§ 1981, enter a judgment against the Defendant, for punitive damages.

(f) Award Plaintiff Robinson costs, pre- and post judgment interest, and attorneys' fees for this lawsuit.

(g) Enter a judgment against Defendant for punitive damages and/or treble damages.

(h) Require such other and further relief as the Court deems just and proper under the circumstances.

MARTIN D. HAVERLY, ATTORNEY AT LAW

/s/ Martin D. Haverly

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