

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

CRAIG MANFIELD,	*	
	*	
JANICE HENDRICKS	*	
	*	
Plaintiffs,	*	
	*	
v.	*	CIVIL NO.
	*	
ALUTIIQ INTERNATIONAL	*	
SOLUTIONS, INC;	*	
	*	
ALUTIIQ, LLC;	*	
	*	
AFOGNAK NATIVE CORP.	*	
	*	
Defendants.	*	

**PLAINTIFFS’ COMPLAINT
AND DEMAND FOR JURY TRIAL
INJUNCTIVE RELIEF SOUGHT**

Plaintiffs Craig Manfield and Janice Hendricks, by and through counsel hereby complain against Defendants Alutiiq International Solutions, Inc.; Alutiiq, LLC; Afognak Native Corp. as follows:

JURISDICTION AND PARTIES

1. This action arises under the False Claims Act (“FCA”) 31 U.S.C. § 3730(h); Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 215; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (“Title VII”); Maine Human Rights Act (MHRA), 5 M.R.S. § 4551 *et seq.*; and the Maine Whistleblowers’ Protection Act (“MWPA”), 26 M.R.S. § 831 *et seq.*

2. The Defendants are Alaska corporations with principal places of business in Alaska.

3. At all relevant times, the Defendants operated as an integrated enterprise. Upon

information and belief, the Defendants have common ownership and management; they exercise centralized control of labor relations; and their operations are interrelated.

4. Manfield is a citizen of the United States and State of Massachusetts who resides in the Town of Spencer, Worcester County.

5. Hendricks is a citizen of the United States and State of Maine who resides in the Town of Lyman, York County.

6. Plaintiffs and Defendants are citizens of different states for purposes of 28 U.S.C. § 1332.

7. The matter in controversy in this case exceeds the sum of \$75,000.

8. This Court has subject matter jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. § 1331; 28 U.S.C. § 1332; and 28 U.S.C. § 1367.

9. On or about January 22, 2010, Manfield filed a Charge of Discrimination with the Maine Human Rights Commission ("MHRC").

10. On or about January 11, 2010, Hendricks filed a Charge of Discrimination with the Maine Human Rights Commission ("MHRC").

11. On or about January 11, 2010, Hendricks filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC").

12. On or about July 25, 2011, the MHRC issued Hendricks a "Right to Sue" letter pursuant to 5 M.R.S. § 4612.

13. Manfield is in the process of obtaining his "Right to Sue" letter from the MHRC.

14. Hendricks is in the process of obtaining a "Dismissal and Notice of Rights" letter from the EEOC.

15. Plaintiffs have exhausted all administrative remedies.

16. The majority of the discriminatory practices alleged herein were committed within the State of Maine, primarily in York County.

17. Defendants are subject to the jurisdiction of this Court.

18. This action properly lies in the District of Maine pursuant to 28 U.S.C. § 1391(b) because the claims arose in this judicial district.

19. For the calendar year 2008, each of Defendants employed more than 500 employees in each of 20 or more calendar weeks.

20. For the calendar year 2009, each of Defendants employed more than 500 employees in each of 20 or more calendar weeks.

21. At all material times, Defendants employed Plaintiffs within the meaning of the FCA, FLSA, Title VII, MHRA, and MWPA.

JURY TRIAL DEMAND

22. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs hereby demand a trial by jury on all issues triable of right by jury.

STATEMENT OF FACTS

23. In May of 2009, Manfield applied for a position with the Defendants as Site Supervisor of its operations at the Portsmouth Naval Shipyard (“PNSY”).

24. At this time, Defendants were in the process of taking over the security contract for PNSY from a company called EPS Corporation (“EPS”).

25. Manfield was serving as Site Supervisor at PNSY for EPS at the time he applied for the same position with the Defendants.

26. On May 28, 2009, Manfield received a job offer letter from the Defendants for the Site Supervisor position. That same day, Manfield received an email from Michael Bucher in

which Bucher requested the mailing address that he could use to send parcels and mail to PNSY.

27. Through that email, Manfield learned that Bucher was the Project Manager assigned to oversee the Defendants' contract with PNSY.

28. Manfield accepted the Defendants' offer of employment on June 5, 2009 and his employment began June 8, 2009. Manfield also continued to work simultaneously for EPS until June 30, 2009 when PNSY's contract with EPS expired.

29. Starting on or around June 1, 2009, Manfield began to work with Bucher and other employees of the Defendants so that they could transition from EPS providing security services at PNSY to the Defendants providing those security services.

30. Manfield and the others dealt with issues such as getting employees of EPS on-board with the Defendants; getting sizes for uniforms; administering pre-employment psychological tests to the potential employees; coordinating pre-employment medical tests; administering pre-employment physical readiness tests; and coordinating required training with the Defendants' sub-contractor Homeland Security Solutions, Inc. ("HSSI").

31. The employees of EPS that were transitioning to being employees of the Defendants had many questions related to that transition. Manfield spoke to Bucher about handling questions from EPS employees.

32. Bucher sent an email to Manfield on June 12, 2009 in which Bucher provided a point of contact in Defendants' Human Resources Department, Julie Vinson.

33. Bucher told Manfield that if he or his troops had any HR related questions, they should contact Vinson.

34. On June 16, 2009, without any prior notification from the Defendants, UPS delivered a package to Manfield's office. The package contained 50 rounds of 12 gauge shotgun

ammunition.

35. Knowing that EPS had not purchased the ammunition, Manfield notified the PNSY Explosives Safety Officer (ESO), Kevin LeBoeuf, about the shipment.

36. Manfield knew that federal law required that the Defendants have a Memorandum of Understanding (MOU) with the Navy in order to store ammunition on the base.

37. Manfield asked LeBoeuf if the Defendants had an MOU in place for storage of weapons and ammunition.

38. LeBoeuf told Manfield that there was not an MOU in place between the Navy and the Defendants and LeBoeuf instructed Manfield to remove the ammunition from PNSY immediately if it belonged to the Defendants.

39. Because of LeBoeuf's instruction, and because he believed it would be illegal to do otherwise, Manfield immediately took the shotgun ammunition out of PNSY in his own car.

40. Manfield believes that the Defendants violated 18 U.S.C. § 930 by sending the shotgun ammunition to PNSY without an MOU. Manfield believes that he would have continued to violate § 930 if he had not complied with LeBoeuf's instruction.

41. Manfield also believes that the Defendants acted unlawfully when they sent him the shotgun ammunition because he did not have the required Federal firearms license necessary for him to receive this shipment.

42. Before Manfield left PNSY with the ammunition, he called Bucher.

43. Bucher confirmed that the Defendants had shipped the shotgun ammunition to PNSY.

44. Manfield explained to Bucher that they needed an MOU in order to bring weapons and ammunition into PNSY. He told Bucher about what LeBoeuf said and that he had

to remove the ammunition from PNSY.

45. Bucher immediately became upset, stating that it cost him \$3,000 to ship the ammunition and that there was a lot more ammunition coming.

46. Manfield asked Bucher what he wanted Manfield to do. Bucher said that he would get back to Manfield.

47. After his conversation with Bucher ended, Manfield placed the shotgun ammunition in his car and drove off-base.

48. When he left PNSY, it occurred to Manfield that he could not drive home to Massachusetts with the shotgun ammunition because that would require him to cross state lines (New Hampshire and Massachusetts) and he did not possess the requisite licenses and permits to legally transport ammunition through those states.

49. As Manfield thought about where he could store the ammunition, Bucher called him back. Bucher asked Manfield if he could take the ammunition to his home temporarily or if there was any place he could store the ammunition.

50. Manfield explained why he could not legally take the ammunition to his home because of the permit and license issue.

51. Manfield told Bucher that Manfield was on his way to the UPS facility in case they needed to return the ammunition to the sender.

52. Bucher became upset again and said to Manfield “so you are saying that you are not willing or able to help us out.”

53. Manfield told Bucher that he was trying to figure out a way to solve the problem but he could not think of anything. Manfield told Bucher that if he had known the shipment was coming he would have told the Defendants about the need for an MOU.

54. Bucher ended the conversation at that point and said that he would call Manfield back.

55. Manfield next went to the UPS distribution center. There he learned that he could not return the shotgun ammunition to the sender because the sender needed to authorize payment for the return of the package and the sender was not reachable. Manfield attempted to call a local weapons dealer, Kittery Trading Post (“KTP”), to see if they would be able to temporarily store the shotgun ammunition. KTP told Manfield that it would not store the ammunition but it was willing to purchase it. Manfield called Bucher and explained this option to him. Bucher instructed Manfield to sell the ammunition to KTP.

56. On his way to KTP, Manfield recalled that EPS employee Frank Coleman possessed a Federal firearms license and had a weapons safe at his Maine residence.

57. Manfield called Coleman and explained the situation and asked Coleman if Coleman would be willing to store the shotgun ammunition in his safe at his home and Coleman agreed to do so.

58. Manfield then called Bucher and told him about this option. Bucher agreed to let Coleman store the shotgun ammunition in his safe and said that he would buy Coleman a beer to thank him.

59. The next day, June 17, 2009, Manfield requested a meeting with MAC Babcock (acting Chief of Police at PNSY), Mark Call (Director of Security at PNSY), and Commander Kelly (Executive Officer at PNSY) to discuss the Defendants’ need for an MOU.

60. Manfield told Babcock, Call, and Kelly about the Defendants’ need for an MOU and asked for their assistance to expedite approval of the MOU.

61. On June 23, 2009, Federal Express delivered a package from the Defendants to

Manfield's office at PNSY. Manfield was not in his office when the package arrived. Pursuant to instructions Manfield had given the officers regarding incoming packages, Coleman opened the package and inspected the contents before he accepted it.

62. The package contained handguns. Coleman called Manfield and told him about the package and its contents. Manfield then asked Coleman, the Navy, and EPS if any of them would be willing to temporarily store the handguns. All three indicated that they could not.

63. Manfield then told Coleman not to accept the package because an MOU was still not in place. Furthermore, the package was addressed to Manfield and he did not have the proper Federal firearms license necessary to legally accept a shipment of handguns.

64. Also on June 23, 2009, Manfield received an email from the Defendants' Regional Program Coordinator, Larry Symons.

65. Symons, citing a delivery problem, instructed Manfield to contact Federal Express to set up a delivery for a computer.

66. By comparing tracking numbers, Manfield confirmed that the package Symons claimed contained a computer was actually the package that contained the handguns.

67. Manfield communicated this information in an email to Symons, Boucher, LeBoeuf, and Bruce Bell (another employee of Defendants). In this email, Manfield again stated that no weapons or ammunition should be shipped to PNSY until the MOU was in place.

68. No one replied to Manfield's email.

69. On June 25, 2009, Bucher sent a draft MOU to the Navy. The MOU was signed and approved on June 29, 2009.

70. On June 30, 2009, Symons arrived at PNSY with 8 handguns and 350 rounds of frangible ammunition for the officers to use starting July 1, 2009.

71. According to the Defendants' contract with the Navy, their officers were required to use ball ammunition. Frangible ammunition is for training purposes only. It is not as lethal as ball ammunition.

72. Consequently, while the Defendants' officers used frangible ammunition, the Defendants failed to provide the level of security that the Navy had paid for when it entered into the contract with the Defendants.

73. Manfield and Lt. Eugene Fournier told Symons that they were not permitted to use frangible ammunition.

74. In addition to violating the contract and defrauding the Navy by not providing what was promised per the contract, Manfield was concerned that his employees would be liable in some way if they armed themselves with frangible ammunition in violation of the contract. Moreover, Manfield was concerned about the safety of PNSY and the guards because the guards were less able to repel a terrorist with frangible ammunition.

75. Symons acknowledged that the frangible ammunition violated the contract. He said that the Defendants, and not the employees, would be responsible for any liability associated with the use of the frangible ammunition.

76. On July 1, 2009, Symons indicated that on July 2, 2009 Manfield would receive 450 rounds of ball ammunition that could replace the frangible ammunition.

77. Since the Navy paid the Defendants for security guards armed with ball ammunition, and the Defendants failed to provide that service, the Defendants violated the FCA.

78. On July 9, 2009, Bucher visited PNSY. Manfield spoke to Bucher about the issues that had arisen regarding weapons and ammunition. Manfield asked Bucher if there were any hard feelings over what Manfield had done.

79. When Manfield brought this topic up, Bucher immediately became tense. Bucher told Manfield that the Defendants were within one day of not honoring the contract with the Navy because of Manfield's actions.

80. Manfield reiterated that he could not legally accept the weapons or ammunition because of the lack of an MOU.

81. Also during Bucher's visit to PNSY on July 9, 2009, Manfield asked Bucher where the company had gotten the frangible ammunition Symons brought to PNSY.

82. Bucher said that someone at the corporate office had the frangible ammunition at their house. Manfield asked Bucher if he would take the frangible ammunition with him when he left. Manfield explained to Bucher that he did not want the frangible ammunition to get mixed in with the ball ammunition and mistakenly used. Bucher agreed to take the ammunition with him. However, the next day, after Bucher left, Manfield learned that Bucher did not take the frangible ammunition with him.

83. During his employment with Defendants, Manfield also reported various issues with the gun holsters and web gear that the Defendants issued to the officers at PNSY.

84. The gun holsters were not in compliance with the Defendants' contract with the Navy. The holsters were supposed to be double retention but the ones the Defendants issued were only single retention. Moreover, due to this single retention design, the holsters often disengaged the safeties on the handguns.

85. Another issue concerned the belts that the Defendants issued to the officers to wear. The Velcro on the belts would come unfastened and the belt, along with the gun on it, would fall to the floor.

86. On one occasion, an officer's belt fell off and the gun landed on the floor pointing

at Manfield. The gun was still in the holster but the safety had disengaged. This concerned Manfield because if that gun had fired when it fell he could have been seriously injured or killed.

87. Weeks went by between the date Manfield first reported these issues to the Respondents and the date that the Respondents took action to correct these issues.

88. On July 6, 2009, Manfield submitted timesheets for employees at PNSY to Rachel Downs in the Defendants' Human Resources Department.

89. Downs subsequently called Manfield and told him that the timesheets were incorrect. She told Manfield that the start and stop times had to be included on the timesheets, instead of just the total hours worked.

90. Manfield explained to Downs that he had not received any guidance on how the Defendants completed timesheets and that was the reason for the error.

91. At that time Manfield had previously submitted timesheets for himself and they did not state the times that he started and stopped working each day. No one had told him that he completed his timesheets incorrectly.

92. During this conversation, Downs also asked Manfield to provide her with the employees' schedules, which he did.

93. The next day, July 7, 2009, Downs emailed Manfield the timesheets that had been submitted to the payroll department. These timesheets contained start and stop times for the employees. Downs asked Manfield to have the employees sign these timesheets and return them to her.

94. Upon review of the timesheets, Manfield noticed that the number of hours some of the employees worked was inaccurate. The new timesheets for Amanda Johnson, Janice Hendricks, Stephen Morrell, and Eugene Fournier stated a lesser number of hours than those

employees had actually worked.

95. Hendricks refused to sign her timesheet on July 7, 2009, because it contained discrepancies. Hendricks thereafter discovered, through the Department of Labor, that the pay discrepancies were illegal.

96. Manfield called Downs to speak to her about these discrepancies. Downs said that they would try to resolve the issue before they cut the pay checks and mailed them out. Downs also told Manfield to tell any employee who had a problem with his or her pay check to call her.

97. On July 9, 2009, after being informed of the pay discrepancies by Manfield and after learning from the Department of Labor that these discrepancies were illegal, Hendricks called Downs, as she was told she could do. Hendricks explained to Downs that, according to the Department of Labor, the deductions in the pay checks were illegal, specifically citing the Fair Labor Standards Act (“FLSA”) and the Service Contract Act. Hendricks asked Downs how the company would deal with the discrepancy. Downs informed her that the hours Hendricks and the others were owed would be paid in the form of a supplemental check, added on to the following week’s paychecks, or given as comp time. Hendricks responded that she did not believe that adding hours to the following week’s paycheck or providing comp time was legal.

98. On July 10, 2009, the employees received their paychecks. Johnson, Hendricks, Morrell, and Fournier all told Manfield that the discrepancies in their paychecks had not been fixed and that they had not been paid for hours worked.

99. The Defendants failure to pay these employees wages for hours worked constituted violations of the FLSA.

100. Manfield told the employees to call Downs about the discrepancies because (a)

Downs had told Manfield to tell the employees to call her with any issues related to their pay checks and (b) Bucher had told Manfield that if any of his “troops” had any HR related concerns, they could contact HR directly.

101. Some of the employees called Downs.

102. After these employees called Downs about the failure to pay them for hours worked, Bucher called Manfield.

103. Bucher then told Manfield that the employees should not call Downs directly regarding discrepancies in their pay checks.

104. Manfield told Bucher that he only told the employees they could call directly because that was what he was told to do. Bucher said that the employees should go through Manfield with these issues. After this conversation with Bucher, Manfield called Downs and she told him that the pay discrepancies would be corrected in the next pay period.

105. On July 23, 2009, Downs informed Manfield that the pay discrepancies would go uncorrected for yet another pay period.

106. On information and belief, some of the employees who were not paid wages when due filed complaints with the Department of Labor.

107. On July 28, 2009, Symons met with Manfield at PNSY and terminated Manfield’s employment.

108. Symons told Manfield that the Defendants had decided to terminate Manfield because they did not trust him.

109. Manfield asked Symons why they did not trust him. Symons said that there were two reasons. First, he said that the Defendants did not trust Manfield’s decision not to accept the shipments of weapons and ammunition prior to the date when the Respondents had an MOU

with the Navy. Second, he stated that the Defendants did not trust Manfield because he instructed employees to call HR regarding the payroll issues.

110. The Defendants subsequently changed their rationale for the termination and claim that they terminated Manfield because he was “defiant and uncooperative.” This reason given by the Defendants now conflicts with the admissions to Manfield at the time of his termination that he was being terminated in connected with his protected activity and this change in story is evidence of pretext.

111. Further, the Defendants new explanation for terminating Manfield is false and so is additional evidence of pretext.

112. Before his termination, during the week of July 13, 2009, Manfield was on vacation. On Friday, July 10, 2009, Bucher sent Manfield an email in which he told Manfield not to appoint Hendricks as his replacement while he was on vacation. This was the day after Hendricks had called Downs about the discrepancies in her pay check and explained to Downs that, according to the Department of Labor, the discrepancies were illegal. Manfield did not receive this July 10 email until he was already on vacation. When he received Bucher’s email, he replied to it and took action during his vacation to inform Hendricks that she could not serve as his replacement. By that time, it was too late for him to assign anyone else to serve as his replacement because all of the other lieutenants would have had to change their schedules to do so.

113. Manfield complained to his employer about what he reasonably believed to be violations of law and what were violations of law. These complaints by Manfield constituted protected activity by Manfield for purposes of the FCA, FLSA, MHRA and MWPA.

114. Manfield also complained to his employer about what he reasonably believed to

be conditions that could endanger the health or safety of himself and others. The conditions that Manfield complained about did, in fact, present a danger to the health and safety of Manfield and others and these complaints constituted protected activity by Manfield for purposes of the MHRA and MWPA.

115. Manfield also refused to carry out directives by his employer that Manfield reasonably believed would violate the law and which, in fact, were violations of law. Manfield's refusal to carry out these illegal directives was protected activity for purposes of the FCA, FLSA, MHRA and MWPA.

116. Manfield complained to his employer with regard to his employer's violations of the FCA. Manfield complained about issues in the workplace that could reasonably lead to a Qui Tam action against his employer. Manfield's complaints constituted protected activity for purposes of the FCA.

117. The timing of Manfield's protected activity and his termination evidences a causal connection.

118. The retaliatory animus of Manfield's managers evidences a causal connection between his protected activity and his termination.

119. Statements made to Manfield at the time of his termination constitute direct evidence of unlawful retaliation.

120. Manfield was terminated from his employment with the Defendants because he engaged in protected activity under the FCA, FLSA, MHRA and MWPA and his protected activity was a motivating factor in his termination.

121. Before the Defendants took over the security contract from the Navy at PNSY, Hendricks worked for EPS and provided security at PSNY as an EPS employee.

122. Hendricks became employed by the Defendants on or about July 1, 2009 when the Defendants took over the contract from EPS.

123. At all times that Hendricks worked for the Defendants her rank was Lieutenant.

124. Hendricks is a gay woman.

125. On July 9, 2009 Hendricks spoke to Downs about the failure to pay wages that were due and told Downs that the failure to pay wages that were due was illegal.

126. On July 10, 2009, the day after Hendricks spoke to Downs about the illegal deductions from her paycheck, Bucher told Manfield that Hendricks could not fill-in for Manfield while he was on vacation.

127. Bucher refused to permit Hendricks to fill in for Manfield in retaliation for Hendricks' complaints about the failure to pay wages when due and because of her sex and/or sexual orientation.

128. After the termination of Manfield, Symons approached Hendricks and asked if she was interested in the site supervisor position.

129. Hendricks told Symons that she was interested in the position but that she thought Bucher would not approve of her appointment to that position.

130. Hendricks was then not considered for or promoted to the site supervisor position. Instead, the Defendants hired a straight male for the position.

131. Hendricks was denied this site supervisor position because of her sex, sexual orientation, and/or because she complained about illegal deductions from her paycheck.

132. The Defendants allege that Hendricks was not considered for or hired for the site supervisor position because she did not adequately express her interest in the position. This is false and pretext as Hendricks did make clear to the Defendants that she was interested in the

position by communicating her interest directly to Symons.

133. Troy Henke became the interim site supervisor after Hendricks was denied the position. Henke discriminated against Hendricks because of her sex, sexual orientation, and/or because she complained about illegal deductions from her paycheck and he created a hostile work environment on the basis of Hendricks' sex and sexual orientation through reprimands and other adverse employment actions.

134. For instance, Henke unfairly disciplined Hendricks. Also, on December 2, 2009, Henke stripped Hendricks of some of her job responsibilities. The unfair discipline and the taking away of some of Hendricks' job duties constitute adverse employment actions against her.

135. Prior to being stripped of some of her job responsibilities, Hendricks filed a discrimination complaint with the Defendants. The complaint was investigated by Bucher. The Defendants took away some of Hendricks' job duties because she filed a discrimination complaint with the Defendants. This constitutes retaliation.

136. The timing of the Defendants' adverse employment actions against Hendricks supports a casual connection between Hendricks' protected activity, of complaining about unlawful deductions/failure to pay wages when due and complaining of unlawful discrimination on the basis of sex and sexual harassment, and the Defendant's adverse employment actions.

137. Hendricks complained about actions by the Defendants that she reasonably believed to be violations of her rights under FLSA, Title VII and the MHRA. Hendricks' complaints to the Defendants were protected activity for purposes of FLSA, Title VII and the MHRA.

138. The reasons given by the Defendants for their adverse employment actions and retaliation against Hendricks are untrue and pretexts.

139. The timing of Hendricks' protected activity and the adverse employment actions against Hendricks evidence a causal connection.

140. The discriminatory and retaliatory animus displayed by the Defendants' managers towards Hendricks evidences unlawful discrimination and retaliation.

141. The Defendants discriminated against Hendricks in the terms and conditions of her employment in retaliation for engaging in activity protected by the FCA and MWPA.

142. The Defendants unlawfully discriminated against and/or retaliated against Hendricks because of her complaints protected by FLSA, Title VII, and the MHRA and because of her sex and sexual orientation when they (a) refused to hire her as Site Supervisor after they terminated the Site Supervisor Manfield; (b) refused to allow her to serve as the fill-in Site Supervisor when Manfield went on vacation; (c) removed her scheduling duties; and (d) subjected her to a hostile work environment. Hendricks' protected complaints, sex, and sexual orientation were motivating factors in the Defendants' decisions to discriminate against her in the terms and conditions of her employment.

143. The Defendants unlawfully discriminated against Plaintiffs with malice or with reckless indifference to their state and federally protected rights.

144. The Defendants' conduct constitutes knowing and willful violations of Plaintiffs' rights.

145. As a result of the Defendants' unlawful discrimination and retaliation against Plaintiffs, they have suffered damages including but not limited to lost wages, lost benefits, loss of enjoyment of life, inconvenience, injury to reputation, injury to career, and other pecuniary and non-pecuniary losses.

146. Plaintiffs have no plain, adequate, or complete remedy at law to fully redress the

wrongs alleged, and will continue to suffer irreparable injury from their treatment by the Defendants unless the Defendants are enjoined by this court.

COUNT I: FCA

147. Plaintiff Manfield repeats and re-alleges each of the allegations set forth in paragraphs 1-146 as if fully set forth herein.

148. The Defendants engaged in unlawful discrimination and retaliation within the meaning of the FCA.

COUNT II: FLSA

149. Plaintiffs repeat and re-allege each of the allegations set forth in paragraphs 1-148 as if fully set forth herein.

150. The Defendants engaged in unlawful discrimination and retaliation within the meaning of the FLSA.

COUNT III: MHRA & MWPA

151. Plaintiffs repeat and re-allege each of the allegations set forth in paragraphs 1-150 as if fully set forth herein.

152. The Defendants violated Plaintiffs' rights under the MHRA when they discriminated against Plaintiffs because they engaged in protected activity under the MWPA.

COUNT IV: MHRA

153. Plaintiff Hendricks repeats and re-alleges each of the allegations set forth in paragraphs 1-152 as if fully set forth herein.

154. The Defendants engaged in unlawful discrimination and retaliation within the meaning of the MHRA.

COUNT V: TITLE VII

155. Plaintiff Hendricks repeats and re-alleges each of the allegations set forth in paragraphs 1-154 as if fully set forth herein.

156. The Defendants engaged in unlawful discrimination and retaliation within the meaning of Title VII.

PRAYER FOR RELIEF

Wherefore, Plaintiffs respectfully requests that the Court grant the following relief:

- (a) Enter Judgment in their favor;
- (b) Declare the conduct engaged in by the Defendants to be in violation of Plaintiffs' rights;
- (c) Enjoin the Defendants, their agents, successors, employees, and those acting in concert with the Defendants from continuing to violate the rights of the Plaintiffs;
- (d) Order the Defendants to employ Plaintiff Manfield in his former position;
- (e) Order the Defendants to promote Plaintiff Hendricks to the position she would have received but for the Defendants' discrimination and retaliation;
- (f) Award Plaintiffs equitable-relief for back pay, benefits and prejudgment interest;
- (g) Award Plaintiffs liquidated damages in an amount to be determined at trial of this matter;
- (g) Award Plaintiffs compensatory damages in an amount to be determined at trial of this matter;
- (h) Award Plaintiffs punitive damages in an amount to be determined at trial of this matter;
- (i) Award Plaintiffs nominal damages;

- (j) Award Plaintiffs attorney's fees, including legal expenses, and costs;
- (k) Award Plaintiffs prejudgment interest;
- (l) Permanently enjoin the Defendants from engaging in any employment practice which discriminates on the basis of an employee's engagement in protected activity under the FCA, FLSA, Title VII, MHRA or MWPA;
- (m) Permanently enjoin the Defendants from engaging in any employment practice which discriminates on the basis of an employee's sex or sexual orientation;
- (n) Require that the Defendants' president and/or chief executive officer mail a letter to all employees of Defendants notifying them of the verdict against them and stating that the Defendants will not tolerate discrimination or retaliation in the future;
- (n) Require that the Defendants post a notice in all of their workplaces of the verdict and a copy of the Court's order for injunctive relief;
- (o) Require that the Defendants train all management level employees about the illegality of discrimination and retaliation against employees in connection with engaging in activity protected by FCA, FLSA, Title VII, MWPA and/or MHRA;
- (p) Require that the Defendants train all management level employees about the illegality of discrimination on the basis of sex and sexual orientation; and
- (q) Grant to Plaintiffs such other and further relief as may be just and proper.

Dated: July 27, 2011

/s/ Chad T. Hansen
Chad T. Hansen, Bar No. 9489

/s/ Peter L. Thompson
Peter L. Thompson, Bar No. 8011

/s/ Allison G. Gray
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