

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LOUIS THIES,)	
)	Case No. 12 CV 1041
)	
Plaintiff,)	Honorable
)	Judge Presiding
v.)	
)	Magistrate
SIEMENS INDUSTRY, INC.,)	
)	<u>Jury Trial Requested</u>
Defendant.)	

COMPLAINT

NOW COMES Plaintiff, LOUIS THIES, by and through his attorneys, LISA KANE & ASSOCIATES, and complaining of Defendant, SIEMENS INDUSTRY, INC., states as follows:

PRELIMINARY STATEMENT

1. This is an action seeking redress for violations of rights guaranteed to Plaintiff by 42 U.S.C. § 1981. Plaintiff seeks mandatory injunctive relief and damages to redress Defendant’s discriminatory employment practices.

JURISDICTIONAL STATEMENT

2. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1343(a)(3) and (4) and 28 U.S.C. § 1331 to secure protection of and to redress deprivation of rights secured by 42 U.S.C. § 1981. Plaintiff seeks declaratory relief pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

3. Venue is proper under 28 U.S.C. § 1391 (b)(1) and (2).

PARTIES

4. Plaintiff, LOUIS THIES, is a fifty-seven (57) year old, Caucasian citizen of the United States who resides in Illinois.

5. Defendant, SIEMENS INDUSTRY, INC., is a corporation properly recognized and sanctioned by the laws of the State of Illinois, and at all times did and continues to do business in Illinois. Defendant is subject to the jurisdiction of the Court as an employer within the meaning of 42 U.S.C. § 2000e(b), as Defendant has continuously and does now employ more than fifteen (15) employees and is engaged in an industry that affects commerce.

COUNT I – 42 U.S.C. § 1981 – RACE DISCRIMINATION

6. Paragraphs one (1) through five (5) are incorporated by reference as if fully set forth herein.

7. Plaintiff, a fifty-seven (57) year old Caucasian male, began working for Flender (which was subsequently acquired by Defendant) in November 1988, and worked continuously for Defendant until his employment was terminated for pretextual reasons on or about January 17, 2012.

8. Throughout his more than twenty-three (23) years of employment with Defendant, Plaintiff has performed to Defendant's reasonable and legitimate expectations at all times, as evidenced by the longevity of Plaintiff's employment with Defendant, his receipt of several merit-based raises and promotions, and his consistently positive performance reviews. Any assertion to the contrary is pretext for race discrimination.

9. Despite Plaintiff's exceptional record as an employee of Defendant, Plaintiff's work environment began deteriorating in early 2010, when Victor Moran, a thirty-one (31) year old Hispanic male, became Plaintiff's direct supervisor.

10. Shortly after Mr. Moran became Plaintiff's direct supervisor, it became clear that Mr. Moran favored the non-Caucasian employees under his supervision, as Mr. Moran treated Plaintiff's otherwise similarly situated, Hispanic coworkers, including but not limited to Epi Ramirez, Claudio Quinones, Caesar Sanchez, Caesar Chavez and Miguel, more favorably with respect to the terms and conditions of their employment.

11. Specifically, Mr. Moran invariably spoke to Plaintiff in a hostile and antagonistic manner, in stark contrast to the cordial and respectful manner in which he interacted with subordinate Hispanic employees under his supervision.

12. Likewise, Mr. Moran would begin speaking in Spanish with Hispanic employees under his supervision whenever Plaintiff was present, in order to exclude Plaintiff from conversation and otherwise make Plaintiff feel unwelcome by his Hispanic coworkers.

13. Further, Mr. Moran would unreasonably criticize Plaintiff's work performance, despite the fact Plaintiff's work performance had always been considered exemplary by Defendant and his other supervisors.

14. Given the obvious disparity between the manner in which Mr. Moran treated Hispanic and Caucasian employees under his supervision, Plaintiff complained to Mr. Moran's supervisor, Jacob Schiff, on multiple occasions that Mr. Moran was treating the Hispanic employees under his supervision more favorably than the Caucasian employees under his supervision, including Plaintiff.

15. However, neither Defendant nor Mr. Schiff took any action to investigate or address Plaintiff's complaints of race discrimination, and Mr. Moran continued to treat otherwise similarly situated, Hispanic employees under his supervision more favorably than Plaintiff.

16. Rather making an effort to understand or address Plaintiff's complaints of race discrimination, Mr. Moran concocted a scheme that would allow him to fabricate a record to terminate Plaintiff's employment based on pretextual reasons as a result of Plaintiff's complaints of race discrimination.

17. In this regard, Plaintiff has worked as a Tester throughout the duration of his employment under Victor Moran.

18. As a Tester, Plaintiff was responsible for ensuring the quality of Defendant's products by assuring that said products met Defendant's quality assurance standards before being released to the market.

19. Given his knowledge of Plaintiff's responsibilities with respect to quality assurance, Victor Moran intentionally placed Plaintiff into situations where Plaintiff was forced between making two choices, each of which would further Mr. Moran's plan to fabricate a record to terminate Plaintiff's employment based on pretextual reasons.

20. Specifically, Mr. Moran began placing unreasonable pressure on Plaintiff any time Plaintiff would take issue with the quality of any product being produced by Mr. Moran's assembly workers.

21. Even though Plaintiff was simply performing his duties with respect to ensuring the quality of Defendant's products, Mr. Moran capitalized upon Plaintiff's dedication to enforcing Defendant's quality standards by arbitrarily disputing Plaintiff's decisions with regard to the acceptance and rejection of Defendant's products based on the quality of the same.

22. In this regard, whenever Plaintiff would identify a manufactured product as not meeting Defendant's quality standards, Mr. Moran would stubbornly argue that the product was of

satisfactory quality, despite Mr. Moran's lack of knowledge regarding Defendant's quality assurance standards.

23. As a result, Plaintiff was placed in the untenable position of being forced to choose between arguing with his direct supervisor, Mr. Moran, and risk being disciplined for the same, or disregard his quality assurance responsibilities and submit to Mr. Moran's demands to allow sub-standard products to be released to the market, thereby subjecting Plaintiff to likely performance-related discipline.

24. Given Plaintiff's adherence to Defendant's quality assurance standards, Plaintiff invariably chose to enforce his quality assurance responsibilities and object to Mr. Moran's pressures to simply "get [defective and/or sub-standard products] out the door."

25. In turn, Mr. Moran willfully antagonized Plaintiff regarding Plaintiff's decisions to enforce Defendant's quality assurance standards, which resulted in Mr. Moran issuing Plaintiff a series of pretextual write-ups between May 26, 2010 and July 6, 2011, even though Plaintiff had never been issued any written disciplinary actions during his more than twenty (20) years of employment with Defendant.

26. To that effect, Mr. Moran unjustifiably insulted Plaintiff's intelligence, questioned Plaintiff's decision-making abilities, and otherwise antagonized Plaintiff for performing the duties of his position in order to provoke Plaintiff.

27. As a result, Plaintiff was written up on three (3) separate occasions for arguing with Mr. Moran regarding Plaintiff's decision to reject defective and/or sub-standard units, even though Plaintiff could invariably prove that he was correct in standing by his decisions to reject such defective and/or sub-standard units.

28. Further, Mr. Moran usurped Defendant's progressive discipline policy, by immediately giving Plaintiff a written warning, without first giving Plaintiff a verbal warning as required by Defendant's policy.

29. Accordingly, Plaintiff contacted Defendant's Chief Executive Officer, Arnot Kunt, after receiving his third written warning in July 2011, regarding the fact Victor Moran was trying to fabricate a record to terminate Plaintiff's employment based on pretextual reasons.

30. Mr. Kunt advised Plaintiff that he was aware that Mr. Moran wanted to terminate Plaintiff's employment, but Mr. Kunt assured Plaintiff that his employment was not going to be terminated.

31. Although Plaintiff's conversation with Mr. Kunt delayed Mr. Moran's plan to terminate Plaintiff's employment based on pretextual reasons, Mr. Moran continued his pattern of ostracizing Plaintiff from his Hispanic coworkers by speaking in Spanish with said individuals, excluding Plaintiff from group meetings and instruction sessions, and attempting to instigate altercations with Plaintiff by being unreasonably critical of Plaintiff's work performance.

32. Having laid the groundwork for Plaintiff's pretextual termination between May 2010 and July 2011, Mr. Moran effectuated his plan by instigating an altercation with Plaintiff in January 2012.

33. At said time, Mr. Moran accused Plaintiff of committing an error regarding Plaintiff's rejection of defective units. When Plaintiff attempted to respond with his rationale for rejecting the defective units, Mr. Moran threatened and continued to antagonize Plaintiff.

34. Accordingly, Plaintiff responded that it was “bullshit” that Mr. Moran was insisting that Plaintiff allow sub-standard products to be released to the market, in derogation of Plaintiff’s employment duties.

35. Further, Plaintiff was able to justify the fact that he had properly rejected the aforementioned defective units, as his decision was corroborated by an engineer, Jin Parnythian (“J.P.”).

36. Nonetheless, Mr. Moran accused Plaintiff of acting in a rude and disrespectful manner, notwithstanding Moran’s attempts to provoke Plaintiff with his pointed and unfounded criticism, which resulted in Plaintiff’s employment being terminated on January 17, 2012, based on pretextual reasons, as intended by Mr. Moran.

37. Given Mr. Moran’s discriminatory termination of Plaintiff’s employment, Plaintiff immediately contacted and left a message for Defendant’s Chief Executive Officer, Arnot Kunt, as Mr. Kunt was aware of Mr. Moran’s animus towards Plaintiff.

38. However, approximately one week later, Mr. Kunt contacted Plaintiff and advised Plaintiff that Defendant was not willing to reconsider the termination of Plaintiff’s employment.

39. Immediately thereafter, Plaintiff was replaced in his position by a twenty-four (24) year old individual whom Plaintiff had been directed to train prior to the termination of his employment.

40. At all times relevant hereto, Plaintiff’s work performance and conduct was as good or better than similarly-situated, non-Caucasian employees who were not discharged for discriminatory reasons.

41. As a result, Plaintiff was treated less favorably by Defendant than otherwise similarly-situated, non-Caucasian employees, and his employment was terminated by Defendant for pretextual reasons.

42. The aforementioned acts and omissions of Defendant constitute intentional discrimination against Plaintiff on the basis of his race, Caucasian, and have deprived Plaintiff the enjoyment of all benefits, privileges, terms, and conditions of his employment relationship in violation of 42 U.S.C. § 1981.

43. As a direct and proximate result of the above alleged willful and reckless acts or omissions of Defendant, Plaintiff has suffered damages, including but not limited to, lost and foregone wages and benefits, and physical and emotional harm.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, LOUIS THIES, prays for judgment against Defendant and respectfully requests that this Court:

A. Declare the conduct of Defendant to be in violation of rights guaranteed to Plaintiff under appropriate federal law;

B. Grant a permanent injunction restraining Defendant, its officers, successors, assigns, and all persons in active concert or participation with them, from engaging in any employment practices that unlawfully discriminates on the basis of race;

C. Order Defendant to make whole LOUIS THIES by providing affirmative relief necessary to eradicate the effects of the Defendant's unlawful practices;

D. Order Defendant to pay lost, foregone, and future wages to LOUIS THIES;

E. Grant Plaintiff any consequential, compensatory, punitive, and other damages that

the Court may deem appropriate;

F. Grant Plaintiff his attorney's fees, costs, and disbursements; and

G. Grant Plaintiff such further relief as the Court deems necessary and proper in the public interest.

JURY TRIAL DEMAND

44. Plaintiff requests a jury trial on all issues of fact and law raised by the allegations in this Complaint.

Respectfully Submitted,

LOUIS THIES, Plaintiff

By: s/ Lisa Kane
Lisa Kane, Attorney for Plaintiff

Lisa Kane & Associates
141 West Jackson Boulevard, Suite 3620
Chicago, Illinois 60604
(312) 606-0383
Attorney Code No. 06203093