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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Anitra Blue, an individual

Plaintiff,

vs.

Phoenix Mercury Basketball, LLC, an
Arizona limited liability company.

Defendant,

Case No.:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Anitra Blue (“Plaintiff” or “Ms. Blue”) complaining of Defendant Phoenix

Mercury Basketball LLC, (“Defendant” or the “Organization” or the “Team” or “Phoenix

Mercury”) alleges, upon information and belief, as follows:

NATURE OF CLAIMS

1. Phoenix Mercury is a professional women's basketball team based in Phoenix, Arizona, which competes in the Women's National Basketball Association ("WNBA"). Despite the league's reliance on the talent and labor of Black women, the leadership and ownership of these teams remains predominantly white.¹ As is unfortunately common in professional sports leagues, the Team is notorious for its discriminatory treatment of women and people of color.

2. A 2021 report from the ESPN found that in addition to using the "n-word," then owner of Phoenix Mercury, Robert Sarver ("Mr. Sarver"), engaged in inappropriate and misogynistic conduct, including discussing his wife performing oral sex, asking employees about their sex lives, and discussing condom sizes.² As one female former staff told ESPN, "Women have very little value. Women are possessions. And I think we're nowhere close to where he thinks men are."³ ESPN's investigation also found that "women did not feel valued and were ignored when they said so, a sentiment that led to frequent departures."⁴

3. It was only after ESPN's report was made public that the Organization retained a law firm in 2022 to conduct an independent investigation of the facts.⁵ Not

¹ The Institute for Diversity and Ethics in Sports (TIDES) at the University of Central Florida, 2023 Racial and Gender Report Card, [2023+WNBA+RGRC.pdf](#) (while the WNBA has the highest number of A+ grades of all categories for professional sports leagues, people of color make up only 33.3% of head coaches. Further, team governors, representing the governing body, are also only 33.3% people of color, and only 33.3% female. Team presidents and general managers, further, are only 16.7% people of color.)

² Baxter Holmes, Allegations of racism and misogyny within the Phoenix Suns: Inside Robert Sarver's 17-year tenure as owner, ESPN (Last updated Sept. 13, 2022, 12:30pm), https://www.espn.com/nba/story/_/id/32440987/phoenix-suns-robert-sarver-allegations-racism-misogyny.

³ Id.

⁴ Id.

⁵ Wachtell, Lipton, Rosen & Katz, Report of Independent Investigators to the National Basketball Association Concerning Robert Sarver and the Phoenix Suns Organization, (Sept 13, 2022), <https://www.wlrk.com/wp-content/uploads/2022/09/Phoenix-Suns-Report.pdf>.

surprisingly, the independent investigation uncovered, “...evidence that team executives have treated female employees differently from male employees,” including reluctance to hire women, excluding female executives from meetings to which they should have been invited, and reports that female employees felt they were terminated, passed over for promotion, demoted, or otherwise excluded from opportunities in part because of their gender.⁶

4. At the conclusion of the investigation, in September 2022, Mr. Sarver was suspended for one year and fined \$10 million by the National Basketball Association (“NBA”).⁷ The NBA said that in addition to the use of racial slurs, the investigation also confirmed “instances of inequitable conduct toward female employees.”⁸ In the same month, Mr. Sarver announced that he intended to sell the organization, and Mat Ishbia (“Mr. Ishbia”) purchased the organization for \$4 billion.⁹ Mr. Ishbia said that he intended to “spend a lot of time listening and learning” to ensure that the organization was “one of the best places to work.”¹⁰

⁶ Id.

⁷ Baxter Holmes, Phoenix Suns owner Robert Sarver suspended, fined \$10 million after investigation finds conduct 'clearly violated' workplace standards, ESPN (Last updated Sept 13, 2022, 12:15pm), https://www.espn.com/nba/story/_/id/34584665/phoenix-suns-owner-robert-sarver-suspended-year-fined-10-million-investigation-finds-conduct-clearly-violated-workplace-standards.

⁸ Id.

⁹ Adrian Wojnarowski, Mat Ishbia agrees to Suns purchase for record \$4 billion, ESPN, (Last Updated Dec. 20, 2022), https://www.espn.com/nba/story/_/id/35292815/sources-mat-ishbia-finalizing-suns-purchase-4-billion.

¹⁰ David Brandt, *Ishbia takes over Suns, works to improve team culture*, ASSOCIATED PRESS, (Feb. 8, 2023, 3:07pm), <https://apnews.com/article/milwaukee-bucks-brooklyn-nets-phoenix-suns-new-york-knicks-houston-rockets-3f59feda34360905962e1f9ff0bf6cc5>.

5. Unfortunately, despite Mr. Ishbia's promise to improve the work environment, it is quite clear that the Phoenix organization remains an inequitable workplace for women and people of color.

6. Ms. Blue, a Black woman who has served as both Assistant Coach and Interim Head Coach, personally experienced this inequality firsthand when the Organization subjected her to disparate treatment based on her race and gender, and unequal pay based on her race, before the Organization ultimately terminated Ms. Blue's employment in retaliation for her protected complaint about disparate treatment.

7. Ms. Blue by and through her undersigned counsel, alleges violations of Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 ("Section 1981"), Ms. Blue seeks declaratory relief, injunctive relief, backpay, front pay, compensatory damages, punitive damages, interest, attorneys' fees, and costs.

PARTIES

Plaintiff

Anitra Blue

8. Ms. Blue joined the Team as on March 27, 2022, as Assistant Coach for the Phoenix Mercury. She held this position until June 25, 2023, when the Organization abruptly terminated acting Head Coach, Vanessa Nygaard ("Ms. Nygaard") and instated Ms. Blue as the interim Head Coach.

9. She served as interim Head Coach until October 16, 2023, when the Team terminated her employment and informed her that she would be replaced.

10. As Assistant Coach, Ms. Blue earned a base compensation of \$90,000, with the potential to earn incremental “Playoff Bonuses” of up to \$10,000 should the team sufficiently advance and ultimately win the WNBA championship.

11. On March 13, 2023, the First Amendment to Ms. Blue’s employment contract was made. This Amendment extended her employment to three years, with an increase in salary for the second year of \$145,000 per annum and the third year of \$150,000 per annum. The Organization also provided her a monthly housing stipend of \$1,500 for the first six months of the Second and Third Contract Years, and a reimbursement of her cell phone data/service plan.

12. On June 25, 2023, a Second Amendment was made, appointing Ms. Blue the Interim Head Coach, describing her responsibilities as “such duties, responsibilities, services, performance, and activities as shall be prescribed and designated by ...Company Management.” This agreement also included a base salary increase to \$250,000 per annum.

13. Ms. Blue currently resides in Kern County, California.

14. Throughout her employment with the Phoenix Mercury, Ms. Blue resided in Maricopa County, Arizona.

15. Throughout her employment with the Phoenix Mercury, Ms. Blue worked primarily within the District of Arizona.

Defendant

Phoenix Mercury

16. Phoenix Mercury Basketball LLC is a limited liability corporation formed under the laws of the State of Arizona, with its principal place of business in Arizona.

17. Phoenix Mercury maintains its principal place of business at 201 East Jefferson Street, Phoenix, AZ, 85004, within the District of Arizona.

18. From March 27, 2022 until her termination described below, Phoenix Mercury was Ms. Blue's employer within the meaning of all applicable statutes.

JURISDICTION AND VENUE

19. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff asserts federal law claims under Section 1981.

20. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1343 because Plaintiff's claims under Section 1981 are brought to recover damages for deprivation of equal rights.

21. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)–(c) because Defendant conducts business and can be found in this District, a substantial part of the events and omissions giving rise to the claims alleged herein occurred in this District, and employment records relevant to that practice are maintained and administered in this District.

22. The District of Arizona has personal jurisdiction over Defendant because Defendant maintains its principal place of business in this District.

23. Plaintiff has filed charges of race and gender-based discrimination with the United States Equal Employment Opportunity Commission (“EEOC”) under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq. (“Title VII”), as well as violation of The Equal Pay Act of 1963, 29 U.S.C. § 206(d) (the “EPA”); the Arizona Civil Rights Act, A.R.S. § 41-1463, (the “Arizona Civil Rights Act”); and local laws. When Plaintiff receives the notice of her right to sue from the EEOC, she will seek to amend the Complaint to add claims for discrimination under Title VII, the EPA, and the Arizona Civil Rights Act. The facts set forth herein support those claims as well, and therefore, there will be no prejudice to the Phoenix Mercury by this procedure.

FACTUAL ALLEGATIONS

Ms. Blue Establishes herself as Well Qualified for the Assistant Coach Position

24. Ms. Blue is an extraordinarily successful Black All-American and four-time, first team All-PAC-10 college basketball player at the University of California Los Angeles. She followed her impressive college career with an equally successful professional career both overseas and as part of the Women’s National Basketball Association (“WNBA”), where she was a second-round draft pick (19th overall) and made the playoffs in every season she played.

25. After Ms. Blue’s playing career ended in 2010, her basketball career continued as she shifted from player to coach. From 2008-2014, Ms. Blue was the assistant coach of women’s basketball at the University of Nevada Las Vegas; from 2014-2017, Ms. Blue took her talent and expertise to California State University Bakersfield where she served as the top assistant coach of women’s basketball; from

2017-2019, Ms. Blue was the top assistant coach of women's basketball at Grand Canyon University; and from 2019-2022, Ms. Blue was the top assistant coach of women's basketball at Arizona State University.

Ms. Blue Is Hired as Assistant Coach and Disparate Treatment Begins

26. Given Ms. Blue's successful track record and level of experience, it is not surprising that Ms. Nygaard, then head coach of the Phoenix Mercury, reached out to Ms. Blue in early 2022, to ask if she would join the Team as an assistant coach. Joining a WNBA team was the natural next step in Ms. Blue's coaching career, and she knew that her talent and experience would be a great fit for the Team.

27. When Ms. Nygaard offered Ms. Blue the assistant coach position, she told her that the Team would match Ms. Blue's then current salary of \$142,000. However, when Ms. Blue spoke to General Manager, Jim Pitman ("Mr. Pitman"), he informed her that the Team would not match her salary and would instead pay her only \$90,000. Mr. Pitman assured Ms. Blue that there would be other opportunities to earn additional money by, for example, providing training to the Phoenix Suns. Despite the cut in pay, based in part on Mr. Pitman's assurances, Ms. Blue ultimately decided to take the assistant coach position and joined the team in March 2022. Despite Mr. Pitman's assurances, she was never provided with any opportunity to make additional money. Yet, Ms. Blue enthusiastically put all her time and effort into her job as a Phoenix Mercury assistant coach. As a result of personnel issues and injuries, it was a difficult season, but the Team ultimately made the playoffs and began preparing for the next season.

28. Unfortunately, during the off-season, personnel issues from the 2022 season continued. Specifically, unbeknownst at that time to Ms. Blue, player Diana Taurasi (“Ms. Taurasi”), who became a free agent in January 2023, said that she would not return to the Team if player Skylar Diggins-Smith (“Ms. Diggins-Smith”) returned from leave. As a result of Ms. Taurasi’s demand, Mr. Pitman approached Ms. Blue, who he knew had a friendly relationship with Ms. Diggins-Smith, and asked her to convince the star player to contact the general managers of other WNBA teams so he could trade her. This directive was a direct contradiction to the prior instructions to coaching staff not to contact Ms. Diggins-Smith while she was out on a protected leave of absence. However, Mr. Pitman was frustrated about being unable to reach Ms. Diggins-Smith. Unless and until Ms. Diggins-Smith spoke to other general managers a trade could not go through. Despite pressure from Mr. Pitman, Ms. Blue refused to contact Ms. Diggins-Smith. This angered Mr. Pitman who told Ms. Blue that he was “disappointed” by her refusal. Management also banned Ms. Diggins-Smith from the practice facility while she was pregnant. Ms. Blue complained to management that Ms. Diggins-Smith was being treated unfairly due to her pregnancy.

29. Later in 2023, while Ms. Blue was still an assistant coach, the Team was aggressively harassed by a white male in the Dallas airport.¹¹ The harassment escalated,

¹¹ This was a reoccurring problem that the Team failed to properly address. In August 2023, a white male wearing a MAGA hat harassed Ms. Blue several times during a game in Indiana. As management knew, a certain segment of society known for potential violent tendencies felt strongly about Britney Griner’s release. Ms. Blue asked WNBA security to address the situation, and the man was ultimately escorted out. However, he was allowed to harass Ms. Blue repeatedly before anything was done. When Ms. Blue asked management about the protocols in place to ensure her safety and the safety of the Team, no solutions were offered. Ms. Blue was forced to ask her boyfriend to attend each game in order to feel safe while performing her job.

and airport security became involved and ushered the Team into a private room for their protection. When Mr. Pitman, who was in an adjacent terminal, was notified about the security incident, he refused to get involved. He simply got on his flight and left. Mr. Pitman made it very clear he was not interested in the safety of Ms. Blue or the members of the Team.

**Ms. Blue Becomes Interim Head Coach and is Subjected to Retaliation After
Complaining About Disparate Treatment**

30. In June 2023, a player pulled Ms. Blue aside and told her that she should prepare for changes to the Team. Ms. Blue had not been given any advance warning of any potential coaching changes. Several days later, on June 25, 2023, Ms. Nygaard was suddenly terminated as Head Coach. At the time of Ms. Nygaard's termination, the team had a poor record. However, they were not playing with a full roster. Ms. Blue was surprised by the sudden decision.

31. Mr. Pitman called Ms. Blue and asked her to serve as the Interim Head Coach. She agreed. Mr. Pitman told Ms. Blue that her salary would be \$250,000 and she would receive an interim contract. Ms. Blue received the promised salary increase, however, the Organization refused to provide her with a written contract for months, despite multiple requests. Additionally, the Organization paid Ms. Blue significantly less than the white employees who also served as Head Coach both before and after Ms. Blue's tenure. For example, Ms. Nygaard, who is white, earned an annual salary of \$375,000, or \$125,000 more than Ms. Blue earned annually, during her tenure as Head

Coach. Further, her successor, a white man with no prior experience in the WNBA, would be reportedly offered four times the salary Ms. Blue was offered for the same position.

32. The following day, the Phoenix Suns General Manager, James Jones (“Mr. Jones”), offered Ms. Blue his congratulations and asked if she needed anything. Ms. Blue asked him for advice on what she needed to demonstrate to become the permanent head coach. Mr. Jones expressed surprise that Mr. Pitman had not provided Ms. Blue any expectations or benchmarks for the role and encouraged her to ask for them. Ms. Blue immediately went to Mr. Pitman and asked him for clear expectations and benchmarks so that she could be competitively considered for the permanent Head Coach position. Mr. Pitman refused to provide them. Instead, he told Ms. Blue to do her best with the roster she had and assured her that she would have a shot at becoming the permanent head coach. Ms. Blue had no choice but to take him at his word.

33. In July 2023, Nick U’Ren (“Mr. U’Ren”) was hired as the General Manager and served alongside Mr. Pitman as he began transitioning out of the role. Although coaches are normally part of the hiring process for General Managers, Ms. Blue was neither consulted about Mr. U’Ren, nor informed that a search for a replacement General Manager was underway. Management once again failed to even consider her.

34. Later that month, during a meeting to discuss possible acquisition opportunities with Mr. U’Ren, Mr. Pitman, and Assistant General Manager, Monica Rogers (“Ms. Rogers”), Ms. Blue asked whether Ms. Diggins-Smith could return to the team. In response, Mr. Pitman responded, “Skylar will never wear a Phoenix Mercury

uniform again.” It was then that Ms. Blue learned that the new owner of the team, Mr. Ishbia, promised Ms. Taurasi that Ms. Diggins-Smith would not return in exchange for Ms. Taurasi remaining on the Team. Ms. Blue attempted to reason with Mr. Pitman – Ms. Diggins-Smith was an all-star who would contribute to the Team’s success – but Mr. Pitman said she was not an option. As a result, Ms. Diggins-Smith remained on the roster, took a significant portion of the salary cap, but was not permitted to return to the Team, which left Ms. Blue with no opportunity to build a team strong enough to compete. It was, without question, a decision designed to make Ms. Blue fail. Importantly, a losing season would ensure the Team a top four spot in the 2024 WNBA Draft in addition to providing the Team with a manufactured reason to replace Ms. Blue. Management strategically failed to make any trades or relevant roster movement. The goal was to maintain a losing record to increase the Team’s draft lottery odds.

35. Ms. Blue continued to request trades for the remainder of the season. However, management refused to negotiate. It became very clear that management never intended to support Ms. Blue. In fact, they were actively working against her success. Management’s lack of support became more evident during the press conference to reveal Phoenix as the location for the 2023 WNBA All-Star Game. Despite being the Interim Head Coach, Ms. Blue was neither given any information about the press conference, nor provided with a reserved seat. Ms. Blue only found a seat after one of her assistants saw an open seat in the front row that was reserved for someone else who did not attend and encouraged Ms. Blue to sit there. The erasure of Ms. Blue’s contributions was normalized in both trifling and considerable ways.

36. Despite the lack of support, Ms. Blue continued to devote all her time and energy to the Team. She proactively met with Mr. U'Ren in July 2023 to talk about the future of the Team. As she had with Mr. Pitman, she asked Mr. U'Ren for specific expectations and benchmarks to calibrate expectations and metrics. Mr. U'Ren declined to provide any. Instead, he simply told Ms. Blue, "Don't worry, you will not be judged on how this season turns out. We realize that we do not have a roster strong enough to compete."

37. In August 2023, Ms. Taurasi broke the all-time scoring record; an amazing accomplishment that deserved to be celebrated. The President of the Phoenix Suns, Vince Kozar ("Mr. Kozar"), planned a celebration and did not include Ms. Blue. It was another example of the irreverence for Ms. Blue's position with her Team.

38. During that same month, while the season was underway, construction began at the Team's facility. Ms. Blue was not informed that construction was starting. She was advised by a janitor when she arrived on-site and was told that she and her staff had to move out of their offices the same day. After Ms. Blue began asking questions about what was happening, Mr. Pitman came to the facility and told her to move her staff into conference rooms. The Team had a game in less than 18 hours, and the coaching staff were forced to spend their time packing their offices and moving.

39. Ms. Blue complained to both Mr. Pitman and Mr. U'ren about the disparate treatment she had been facing. As she noted, such a disruption would never have happened to the male coaching staff of the Phoenix Suns, nor would the male coaching

staff be subjected to the numerous ways in which Ms. Blue had been overlooked, ignored, and disregarded during her time as Head Coach.

40. Less than one month after Ms. Blue complained to Mr. Pitman and Mr. U'Ren about disparate treatment, a staff member told Ms. Blue that Mr. U'Ren told Ms. Taurasi that he planned to “bring in an NBA guy” to coach the Team. Ms. Blue immediately contacted Kim Corbitt (“Ms. Corbitt”), Vice President of People and Culture, to complain. Ms. Blue reported her concerns about disparate treatment and retaliation to Ms. Corbitt.

41. Ms. Blue asked Mr. U'Ren directly about the statement made. He originally denied saying it. However, he ultimately admitted that “something” was said and apologized. Ms. Blue asked for transparency. She was not interested in engaging in a “fake interview process” for the Head Coach position if he already made his decision. Mr. U'Ren denied making a decision at this early stage, but as Ms. Blue would soon learn, this was an outright lie.

42. The following day, Mr. U'Ren advised Ms. Blue that the Team was bringing in a player to get her rights for the following year. This athlete could not play because she was injured. Ms. Blue protested. At the time the Team only had eight healthy players. They needed another healthy body to play. Mr. U'Ren brought in the injured player anyway. As a result, Ms. Blue was forced to play the last five games of the season with only eight healthy players. This left the Team with no chance of being competitive. Mr. U'Ren knew this when he made the decision to bring in an injured player. He plainly wanted Ms. Blue to fail and was ensuring that the Team did not do well.

Ms. Blue Is Terminated in Retaliation for her Protected Complaint and Replaced by a White Male Being Paid Six Times Her Salary

43. At the end of September 2023, Ms. Blue was asked to interview for the permanent Head Coach position. She “interviewed” with Mr. U’Ren and Ms. Rogers. Of course, the interview was a sham proceeding given that Mr. U’Ren already directly stated he was hiring “an NBA guy” for the position. Despite knowing it was not a real interview, Ms. Blue prepared a detailed presentation to provide a visual of what the team would look like under her continued leadership. At the end of her interview, Ms. Blue asked Mr. U’Ren what he was looking for in a head coach. He responded, “Someone whose office I can go into and be excited about. I want to be able to connect with the head coach on a personal level.” This is, of course, coded language often used in a “boys’ club” atmosphere in which males in power continue to hire and promote those who fit into a certain image – essentially, other males similar to themselves.

44. During a follow up interview in October with Mr. U’Ren and Chief Executive Officer, Josh Bartelstein (“Mr. Bartelstein”), Ms. Blue was asked to show her presentation again. Mr. Bartelstein asked two quick questions and then said he had to leave because he had a television obligation for the Phoenix Suns. It was, quite plainly, an interview in name only.

45. During the interview process, Ms. Blue learned that the Team offered Seattle Storms player Jewell Loyd (“Ms. Loyd”) \$100,000 not to re-sign with her current team. This would make Ms. Loyd a free agent in 2024. The Team’s act of buying Ms. Loyd’s free agency activity is prohibited. This occurred during Ms. Blue’s tenure as the

Interim Head Coach, without her knowledge and without her consent. Given Ms. Blue's impeccable reputation, the Team knew that Ms. Blue would not participate in or approve of such activities.

46. On October 16, 2023, after Ms. Blue followed up with Mr. U'Ren several times, he called Ms. Blue to tell her that the Team was going in a different direction. He refused to give a reason. When Ms. Blue asked who was being given the position, Mr. U'Ren said that Nate Tibbetts – a white male with no experience in the WNBA – was, of course, consistent with what Mr. U'Ren said he was going to do before the interview process. According to media reports, Mr. Tibbetts was offered more than \$1 million per year to perform the same job that Ms. Blue was paid \$250,000 to perform.¹²

47. Ms. Blue expressed to Mr. U'Ren that she did not believe that she was given a fair chance and wished him the best. She did so professionally and calmly. Yet, less than three hours later, three individuals told Ms. Blue that Mr. U'Ren portrayed Ms. Blue as being loud and angry during the conversation and said that Ms. Blue told him she was “mad” at him. This is categorically untrue. It is also offensive and a stereotypical trope that has been used to describe Black women for centuries. It is tired and lazy. More importantly, falsely accusing Ms. Blue of reacting angrily is harmful to her professional reputation and detrimental to her future employment opportunities.

¹² See Adrian Wojnarowski, Magic's Nate Tibbetts becomes new Mercury coach, ESPN, (Last updated Oct. 16, 2023), https://www.espn.com/wnba/story/_/id/38675219/sources-magic-nate-tibbetts-become-new-mercury-coach. See Further Emily Horos, Phoenix Mercury to hire Magic assistant Nate Tibbetts, per report, Arizona Republic, (Last updated Oct. 16, 2023, 6:45pm, MT), <https://www.azcentral.com/story/sports/wnba/mercury/2023/10/16/magic-assistant-nate-tibbetts-to-take-over-wnbas-phoenix-mercury/71210453007/>. Both sources state that the offer made to Tibbetts was the highest in WNBA history, with the Arizona Republic citing that the current highest-paid coach, Rebecca Hammon, has a salary of over \$1 million per season.

48. The 2022 investigative report proposed a series of confidential recommendations to improve workplace culture within the Organization. The recommendations were clearly not enough. Instead, it remains evident that any promises made by Mr. Ishbia to correct the racist and misogynistic workplace Mr. Sarver left behind were mere lip service. Indeed, despite serious allegations of misogyny and disparate treatment of women within the Organization, that culture has been permitted to continue and thrive. Ms. Blue is yet another example of a female employee who was subjected to the organization's toxic workplace culture.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Section 1981: Disparate Treatment

49. Plaintiff incorporates by reference the preceding paragraphs as alleged above.

50. Section 1981 prohibits disparate treatment in employment on the basis of race.

51. Defendant intentionally discriminated against Plaintiff because she is Black, in violation of Section 1981. Defendant discriminated against Plaintiff by, *inter alia*, cutting her salary based on her race and gender, excluding her from leadership decisions, and discarding her in favor of a less experienced white male.

52. Defendant acted in a willful and wanton manner and in callous disregard for Plaintiff's federally protected rights.

53. Defendant did not subject similarly situated non-Black employees to similar treatment. Plaintiff has named several similarly situated comparators whom Defendant treated more favorably than Plaintiff.

54. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff has suffered and will continue to suffer considerable injury, including but not limited to loss of substantial past and future salary and income, damage to professional reputation, mental anguish, emotional distress, humiliation, and other compensable damages unless and until this Court grants relief.

55. Plaintiff requests relief as hereinafter described.

PRAYER FOR RELIEF

56. WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- (a) declaring that the acts and practices complained of herein are violations of Section 1981;
- (b) enjoining and permanently restraining these violations;
- (c) directing Defendant to take such affirmative action as is necessary to ensure that the effects of these violations are eliminated;
- (d) directing Defendant to place Plaintiff in the position she would have occupied but for Defendant's discriminatory treatment, and to make her whole for all earnings she would have received but for Defendant's discriminatory treatment, including but not limited to wages, pension, interest, and other lost benefits;

- (e) directing Defendant to pay Plaintiff compensatory damages for her mental anguish and emotional distress;
- (f) directing Defendant to pay Plaintiff punitive damages;
- (g) awarding Plaintiff pre- and post-judgment interest;
- (h) awarding Plaintiff the costs of this action together with reasonable attorneys' fees; and
- (i) granting such other and further relief as this Court deems necessary and proper.

JURY DEMAND

57. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury in this action.

Dated: July 2, 2025
Phoenix, AZ

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