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**COPY**

FEB 24 2009



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10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
11 IN AND FOR THE COUNTY OF MARICOPA

13 THE STATE OF ARIZONA ex rel. TERRY  
14 GODDARD, the Attorney General, and THE  
15 CIVIL RIGHTS DIVISION OF THE ARIZONA  
16 DEPARTMENT OF LAW,

17 Plaintiff,

18 vs.

19 ANTHEM COMMUNITY COUNCIL, Inc.,

20 Defendant.

No. CV2009-005876

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF**

(Nonclassified Civil)

22 Plaintiff, the State of Arizona, ex rel. Terry Goddard, the Attorney General, and the  
23 Civil Rights Division of the Arizona Department of Law (collectively the "State"), for its  
24 Complaint, alleges as follows:  
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26



1 cause of action and legally and proximately responsible for damages as alleged pursuant to  
2 A.R.S. § 41-1481(G).

### 3 BACKGROUND

4 10. Ms. Brown began working for Anthem Community Council, Inc. on or about  
5 April 18, 2005 as an Administrative Assistant/Architectural Review Coordinator.

6 11. Ms. Brown received at least two pay increases while working for Anthem  
7 Community Council, Inc. and, in November 2006, Ms. Brown was promoted to the position of  
8 Compliance Manager for the Country Club subdivision in Anthem, Arizona.

9 12. In 2007, prior to filing a charge of discrimination with the Civil Rights Division,  
10 Ms. Brown opposed conduct by Anthem Community Council, Inc. that she reasonably  
11 believed was discrimination on the basis of her race. Ms. Brown complained to Anthem  
12 Community Council, Inc. that she was not provided support staff that non-African Americans  
13 were provided. Ms. Brown also complained that she was threatened with firing or demotion  
14 for complaining about race discrimination, that she was instructed to do menial tasks that non-  
15 African Americans were not instructed to do, and that she was subjected to a racially  
16 derogatory story and email.

17 13. In November 2007 Anthem Community Council, Inc. entered into an agreement  
18 with another entity, AAM, LLC, to transfer the employment of certain employees to AAM,  
19 LLC. According to the agreement, Anthem Community Council, Inc. was to terminate the  
20 employment of eight (8) of its Compliance employees, including Ms. Brown, on November  
21 30, 2007 and on December 1, 2007 AAM, LLC was to hire them. Ms. Brown was to do the  
22 same work for AAM, LLC that she did when working for Anthem Community Council, Inc.

23 14. On or about November 27, 2007 Ms. Brown filed a charge of discrimination  
24 with the Civil Rights Division alleging race discrimination and retaliation against Anthem  
25 Community Council, Inc.

1           15. On or about November 30, 2007 Anthem Community Council, Inc., pursuant to  
2 the agreement, terminated the employment of the eight (8) Compliance employees, including  
3 Ms. Brown, and on December 1, 2007 AAM, LLC hired them.

4           16. Anthem Community Council, Inc. offered the eight (8) Compliance employees,  
5 including Ms. Brown, a severance payment in return for signing a "Separation & Release  
6 Agreement" that released Anthem Community Council, Inc. from all claims in connection  
7 with any matter.

8           17. Anthem Community Council, Inc. offered to pay Ms. Brown severance pay in  
9 the amount of \$1,819.23 in return for her signing a "Separation & Release Agreement."

10           18. On December 6, 2007 Ms. Brown sent Anthem Community Council, Inc. a letter  
11 objecting to the language in the Separation & Release Agreement because the Agreement  
12 required her to withdraw her pending November 27, 2007 charge of discrimination.

13           19. On or about December 10, 2007 Anthem Community Council, Inc. wrote Ms.  
14 Brown a letter refusing to provide her the severance payment unless Ms. Brown signed the  
15 Separation & Release Agreement.

16           20. Anthem Community Council, Inc. refused to pay the severance payment to Ms.  
17 Brown unless Ms. Brown withdrew her pending November 27, 2007 charge of discrimination.

18           21. Upon information and belief, the other seven (7) Anthem Community Council,  
19 Inc. Compliance employees who were hired by AAM, LLC signed the Separation & Release  
20 Agreement, and Anthem Community Council, Inc. paid them severances. Further, upon  
21 information and belief, the other seven (7) Anthem Community Council, Inc. Compliance  
22 employees hired by AAM, LLC did not have pending charges of discrimination against  
23 Anthem Community Council, Inc.

24           22. On or about February 26, 2008 Ms. Brown filed a charge of discrimination  
25 alleging that Anthem Community Council, Inc. retaliated against Ms. Brown when it  
26

1 conditioned Ms. Brown's severance payment on Ms. Brown withdrawing her November 27,  
2 2007 charge of discrimination.

3 23. At the conclusion of the investigation, the Civil Rights Division issued a  
4 Reasonable Cause Determination that Defendant retaliated against Ms. Brown when Anthem  
5 Community Council, Inc. refused to pay Ms. Brown her severance because she refused to  
6 withdraw her November 27, 2007 charge of discrimination.

7 24. The Civil Rights Division issued its Reasonable Cause Finding on January 30,  
8 2009, and since that time, the Division, Ms. Brown and Defendant have not entered into a  
9 Conciliation Agreement. The parties, having thus exhausted their administrative remedies, the  
10 State is authorized to file this Complaint pursuant to A.R.S. § 14-1481(D).

## 11 STATEMENT OF CLAIMS

### 12 **COUNT ONE**

#### 13 **[Retaliation in Violation of the Arizona Civil Rights Act, A.R.S. §41-1464(A)]**

14 25. The State re-alleges and incorporates by reference the allegations contained in  
15 paragraphs 1 through 24 of this Complaint.

16 26. A.R.S. § 41-1464(A) states that it is an unlawful employment practice for an  
17 employer to discriminate against any of its employees because the employee opposed any  
18 practice which is an unlawful employment practice.

19 27. Ms. Brown opposed conduct which she reasonably believed to be an unlawful  
20 employment practice under the Arizona Civil Rights Act.

21 28. Defendant unlawfully discriminated against Ms. Brown in violation of A.R.S. §  
22 41-1464(A) by subjecting her to materially adverse employment actions because she opposed  
23 conduct which she reasonably believed to be an unlawful employment practice under the  
24 Arizona Civil Rights Act.  
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1 all persons in active concert or participation with Anthem Community Council, to pay the  
2 State a reasonable amount for such monitoring.

3 F. Award the State its taxable costs incurred in bringing this action.

4 G. Award monetary damages to Ms. Brown in an amount to be proven at trial.

5 H. Grant such other and further relief as this Court may deem just and proper in the  
6 public interest.

7 Dated this 24<sup>th</sup> day of February, 2009.

8  
9 TERRY GODDARD  
Attorney General

10  
11 By Christopher Houk

12 Christopher R. Houk  
13 Assistant Attorney General  
14 Civil Rights Division  
Attorney for Plaintiff

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