

IN THE UNITED STATES DISTRICT COURT  
FOR MARYLAND - GREENBELT

Civil Action No. JKB 12 CV 3692

GOODLUCK C ONYENEHO,  
15027 PINE TOP LANE  
BURTONSVILLE, MD 20866

Plaintiff,

V.

FARMERS INSURANCE GROUP, (a Maryland, foreign Corporation); DANA JOHNSON,  
BRANDON CHRISTOPHER; AND DEBORAH MADDEN, individually and in her capacity as  
supervisor,

Defendants

600 RED BROOK BLVD, 4<sup>TH</sup> FLOOR  
OWENS MILLS, MARYLAND 21117

PLAINTIFF'S AMENDED COMPLAINT AND REQUEST FOR INJUNCTION, DECLARATORY  
RELIEF AND DAMAGES

AMENDED COMPLAINT AND DEMAND FOR A JURY TRIAL

NOW COMES Plaintiff, Goodluck Onyeneho, pro se, hereby amends its original  
complaints filed on December 17, 2012 against the Defendants, Farmers Insurance  
Group; Dana Johnson, Brandon Christopher; and Deborah Madden, severally and in  
support, Plaintiff states as follows

STATEMENT OF CLAIM

1. This is an action to vindicate violations of the Plaintiff's civil rights and to remedy  
an unlawful and discriminatory conducts and unfair employment practices of the  
Defendants. This action was an act of unwelcome implicit racial comment, including,  
offensive, hostile, abusive, slurs; threats, intimidation, and physical conducts that  
took place, following negative and stereotyping comments and inappropriate remarks  
and language of the defendants against Goodluck Onyeneho, the Plaintiff, in violation  
of 42 U.S.C. § 1981a : US Code - Section 1981A, that was hostile and demeaning to  
the Plaintiff, and motivated by animus, based upon Plaintiff's race, color, national  
origin, resulting to hostile work environment , that unreasonably interfered with the  
Plaintiff's work, educational and training performance at defendants facility, and  
consequently created subjective perception of the Plaintiff, because of atrocious  
conducts of the defendants . Plaintiff also re-alleges, obstruction of justice by the

defendants, and additionally, seeks civil rights remedies, based on the conducts of the defendants.

2. On or about June 18, 2012, Plaintiff, Goodluck Onyeneho, was racially abused, harassed by Farmers Insurance Group and by the following employees at Farmers: Farmers Insurance Group; Dana Johnson, Brandon Christopher; and Deborah Madden at Defendant's place of employment, known as agency point, Farmers training facility in Owens Mills, Maryland, where defendant's, directed and controlled the agent's training programs, located at 600 Red Brook Blvd, on the 4<sup>th</sup> Floor. The misconduct was based on the Plaintiff's national origin; in violation of TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 UNLAWFUL EMPLOYMENT PRACTICES SEC. 2000e-2. [Section 703] ... (D) and OTHER UNLAWFUL EMPLOYMENT PRACTICES, SEC. 2000e-3. [Section 704] a, under Training programs, which stated, that it shall be an unlawful employment practice for any employer, labor organization, or joint labor--management committee controlling apprenticeship or other training or retraining curriculum, including on--the--job training programs to discriminate against any individual because of his race, color, religion, sex, or national origin in admission to, or employment, in any program established to provide apprenticeship or other training, which unconditionally, the Plaintiff, Goodluck Onyeneho, was inappropriately victimized at Farmers training center during the cause of his training or employment. The basis of this complaint is as follows:

#### FACT

3. On or about May 19, 2012, Plaintiff, Goodluck Onyeneho, an African-American male, was hired by Farmers Insurance Group, as an employee agent in the Company's 13 months fast track Training Program in Owens Mills, Maryland, in a program, organized and conducted by Farmers Insurance Group, where Defendant, Dana Johnson was employed as Farmers representative in its agent training programs.

4. On or about June 18, Plaintiff, Goodluck Onyeneho, was racially humiliated and maltreated at Farmers in its Owens Mills facility, in the midst's of over 20 training agents, including, Mr. Chris Cagnolatti ( head of Farmers training program at Farmers). The entire class, observed, and witnessed defendant Dana Johnson made blatant racial comments and abusively harassed Plaintiff, Goodluck Onyeneho, at Farmers facility, with no aggravation. The conducts and comments of Defendant Dana Johnson, was not only degrading, but scandalous, and the consequence of the behaviour eventually created a hostile and unpleasant working environment at the facility, which adversely affected Plaintiff Goodluck's status as an agent following Defendant, Dana Johnson's unwarranted conducts.

5. This is the synopsis and description of the event and actions that led to defendant Dana Johnson's discriminatory and unprovoked remarks against Goodluck. On or about June 18, 2012, Plaintiff Goodluck Onyeneho was in a classroom training conducted by Defendant, Dana Johnson, at some stage in which Goodluck, pertinently asked questions on insurance claim issues, at the training center, where defendant Dana Johnson had class presentations. The main questions and answers that led to the incident, are simply stated as follows: Plaintiff, Goodluck asked Defendant, Dana Johnson, a risk assessment and underwriting questions, on claim handling situations, on this scenario, where an insured reported a hit and run accident by another driver, which Plaintiff, Goodluck presented at the training center to Defendant Dana Johnson, in an attempt to get clarifications and know, the best approach possible, to handle such an incident, under the circumstances, where no police report was filed or documented on such incident, which Goodluck requested to know how such an event should be handled by Farmers, and inquired, whether the claim should be settled or treated as an AT-FAULT ACCIDENT OR NOT-AT FAULT claim, and or rather, if the occurrence would be handled as Uninsured Motorist claim, instead.

6. Defendant, Dana Johnson, went out of character, understood the questions well enough, despite the fact, decided to criticize Plaintiff, Goodluck and pointedly, unexpectedly and publically, embarrassing Goodluck, with racial bigotry and comments and remarks, that was provocative enough to aggravate the entire class audience on the negative stereotyping comments, and threatening, intimidating, and hostile acts of Defendant Dana Johnson, that was typically perceived for the most part in worrisome manner. This was Defendant's response to the Plaintiff's: DANA'S ANSWER TO RESPONSE: Dana said - "Can't understand you! What are you talking about, what? ... What? What's that, what language is that? Where are you from? ... Can't understand you, speak English ...and where is that accent from...." In fact, Goodluck felt embarrassed and very angry on the insulting remarks and unprovoked attitudes of Defendant Dana Johnson. Plaintiff, Goodluck felt uncomfortable, desecrated and let down by someone he was under his care, while other fellow agents present at the training facility, listened with apprehension, disappointments and most felt outrageously agitated, and many were extremely astonished and baffled at Defendant Dana's offensive and negative stereotyping comments, and, most agents

sympathized in rage (while others spoke to Goodluck privately, after the training on Defendant Dana Johnson's upsetting conducts), and Plaintiff Goodluck had no way to defend himself or explain his position on defendant Dana Johnson's disrespectfulness and offensive misconducts.

The Plaintiff, Goodluck felt like, "... I had been stabbed in the back, with no way to defend myself publically or explain my position, and I felt my persona and integrity was perpetually dented. These comments appeared racially motivated and abusive, overbearing and the insult obviously caused severe indentation and apparent weakness in Plaintiff Goodluck's character and status. The harassment was so hostile or demeaning with regard to race, color, national origin and pervasive that it completely altered the conditions of Goodluck's employment and created shame, humiliation and abusive atmosphere that unreasonably interfered with his ability to participate or benefit further from the educational program or activity at the facility, forcing Plaintiff, Goodluck to be hiding from pillar to post in shame from his fellow agents, because of this terrible torment and outlandish behavior, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section(s) 2000e et seq., and the Civil Rights Act of 1866, as amended by the Civil Rights Restoration Act of 1991, 42 U.S.C. Section 1981.

7. For the purpose of court record, Farmers, is a new insurance Carrier that recently moved into Maryland, since or about January 1<sup>st</sup>, 2012. Defendant Brandon Johnson is Farmers agency point Manager, at the Owens Mills, at the time of the alleged racial claim. Both defendants, Dana Johnson and Brandon Johnson, are acquaintances and contemporaries, and were Farmers officials and delegates in that facility, who both moved into Maryland, from California, on Farmers exploratory reconnaissance training mission at Owens Mill. At the time of this conducts by Defendant Dana Johnson, Defendant Brandon Christopher was on a brief vacation. On or about June 25, when Defendant Brandon Christopher, (the Agency Point Manager), returned from his vacation trip, following the week of the incident, the first thing Defendant Brandon Christopher did, was, directly called Plaintiff, Goodluck Onyeneho, in his office at approximately 8:25 a.m, early morning (prior to agent's routine scheduled class trainings, supposedly to begin at 8:30 am, before doors are usually closed against agents, coming into the training late), briefly, Brandon Christopher surprisingly questioned Plaintiff Goodluck Onyeneho on a wacky issue, for not completing, class assigned Agent's homework, (which was in pretense, directly, controlling agents

schedule at work). Plaintiff, Goodluck Onyeneho thought, the invitation was to discuss Defendant Dana Johnson's alleged racial misconducts that occurred on June 18<sup>th</sup>, 2012, while Brandon was away on vacation then.

8. Later on July 9, 2012, in one of Brandon's e-mails correspondence (see attachment), sent to Goodluck Onyeneho, he wrote, and pretended, to have not heard or knew anything about defendant Johnson's harassing conducts against Goodluck Onyeneho, but the attached e-mail herein, clearly suggested differently about Defendant Brandon's motives for arranging, the early morning meetings of June 25, 2012, where Brandon pretended to have heard no previous knowledge on the discriminatory allegations, that later contradicted him on not having knowledge on the prior allegation of Defendant Johnson's actions, that brought some revelations, that both defendants, Johnson and **Brandon**, discussed and communicated on the matter, thereby conspiring and established elements of common **retaliatory** behaviors, that warranted Brandon to stage an impromptu meeting continued with Plaintiff Goodluck Onyeneho, on the early morning of June 25<sup>th</sup>, 2012, with pretense to find fault against Plaintiff Goodluck, in a biased manner, that demonstrates willful and wanton disregard against Goodluck Onyeneho's civil rights constitutional complaints, against Plaintiff, who had ravaged by the previous conducts of defendant, Dana, and more or less to an innocent victim, who has no knowledge on their stage-designed diplomacies, to further frustrate the Plaintiff out, and further victimizing and subjecting, him into racial torture, tactically motivated by racial hatred, in violation of 42 U.S.C. § 1985 : US Code - Section 1985: Conspiracy to interfere with civil right.

9. Also, since June 25<sup>th</sup>, 2012, after defendant Brandon Christopher returned from his vacation trip, his attitudes towards Plaintiff, Goodluck Onyeneho, dramatically and expressively changed, and his behavior became more pervasive, elusive, controlling, commanding and often confrontational, on day to day basis, with different varying attitudes each day, often, exhibiting unnecessary confrontational manner towards Plaintiff, Goodluck. Also, Goodluck Onyeneho saw degree of difference in his mind-set, and also saw Brandon as someone, who has been negatively fed or indoctrinated with illicit information, as demonstrated on his stemming behaviors. Also, at that meeting, Brandon continuously accused Goodluck of talking and asking too many questions in the classroom, that if such problems continued, he would be fired or discharged from the training. Plaintiff repeatedly asked Brandon, whether someone could actually be fired for not completing a home work assignment. This creates doubts and questionable expectations, on the possibility of the so-called, Brandon - Goodluck early morning impromptu meeting following his return from vacation.

10. On or about June 28<sup>th</sup>, 2012, Plaintiff Goodluck Onyeneho complained to Cynthia Pearson, a Farmers recruiting manager, on Defendant Dana Johnson's, racial and disgraceful comments against Plaintiff Goodluck Onyeneho that occurred on June 25, 2012, and mentioned, Brandon's unwarranted attitudes and conducts towards the Plaintiff. Ms. Pearson, was flabbergasted at hearing Defendant Dana's remarks and conducts, and immediately requested to speak to some witnesses, who could provide further details on the reported allegation. Plaintiff, Goodluck immediately, brought two witnesses, Bradley Phillip and Ramona, who agreed to come and both provided Cynthia, with full details and scope on the alleged matter, as was reported by the Plaintiff.

11. Cynthia, after interrogation with these two witnesses, felt disconcerted and promised to hand over the matter to Defendant Deborah Madden, Farmers, Baltimore's operations manager, for further investigations into the racial allegations, which she did, because, she was more cultured than others.

12. On or about July 2<sup>nd</sup>, Plaintiff Goodluck also reported this matter to Defendant Madden (who confirmed, to have heard about the racial allegation, against the Plaintiff) and promised investigations on the matter. Ms. Madden later invited Brandon into her office same day, while Plaintiff, Goodluck was present, she questioned defendant Brandon, where he provided, conflicting information, on having or not having knowledge on the matter, and defendant Madden, that she would turn the matter to Farmer's California corporate headquarters to further investigations, claiming, that the new office has no resources to handle such matters.

13. While at this meeting, defendant Madden, also, asked Brandon, whether he knew of the racial comments against the Plaintiff, Goodluck, in the training class that occurred on June 25<sup>th</sup>, 2012. Brandon admitted to Ms. Madden, that he was told about the racial unpleasant incident, on his arrival from vacation, and provided no sources of the information. But Brandon's admittance of having knowledge on the matter at this meeting, was contradictory to the email he sent to the Plaintiff on June 26<sup>th</sup>, 2012,(that the Plaintiff, showed to Ms. Madden) following the early morning class homework confrontations, where Brandon clearly denied of having any knowledge on the matter, which was contradicted by his previous e-mail correspondence which the Plaintiff, showed to Ms. Madden, where defendant claimed not to have had any knowledge on defendant Dana's discriminatory allegation, contrary, to Brandon's e-mail denial to Plaintiff, on having no knowledge on the matter, which creates uncertain doubt on Brandon's integrity and early morning confrontational meeting of June 26, 2012, following his return from vacation, where he claimed, and created an early morning class homework confrontation, against the Plaintiff Goodluck.

14. The Plaintiff, Goodluck Onyeneho was surprised on the Brandon's sudden early morning meeting and unexpected confrontations towards Plaintiff, instead of dealing directly with factual reality, on Dana's alleged racial discriminatory conducts, but rather, but resorted to finding faults against Plaintiff Goodluck, in exchange, of supporting his colleague, Defendant Dana Johnson, since Brandon, earlier, knew the facts of the racial allegation, and pretended to ignore it, out of negligence and pursued a different matter, in contradiction to his recent e-mail correspondence, where he later re-admitted of having knowledge on the matter.

15. Also, Mr. Brandon repeatedly indicated, he was going to terminate Goodluck's services as agent, if Goodluck failed to complete his module assignments, prior to agent's evaluation set for mid July 2012, which suggested additional threats as well, since no other agents were confronted in the same manner on early completion on their module assignments. Also, on the morning of the invitation by Brandon, on same day of June 25th, 2012, Goodluck listened to Brandon's remarks, and became anxious, and even repeatedly approached Brandon on two different occasions, at Brandon's office, minutes apart, and wanted to know, why he should be fired, ..."on the basis of non-completion on the class module assignments", which Mr. Brandon, confirmed and maintained, and indicated, that it could warrant the process of his termination, if not completed within prescribed periods. Also, Goodluck Onyeneho, asked Brandon, how long it could take to complete the modules to avoid termination as Brandon suggested, and Brandon mordantly replied, that some modules could take different time periods to complete, and added, that some modules are designed to be completed within 30 minutes, while others, could take over hours or more to complete, depending on the assigned modules. Goodluck Onyeneho, later verified from other agents, whether Brandon approached them with similar demands, and all said no, and also, most agents said, that Brandon's demands, appeared strange, and discriminatory and was seen as a continuing threat against Goodluck, with no imaginable basis or motive, other than harassment, because of his race and national origin. Such conduct has the purpose or effect that unreasonably interfered with Plaintiff's work or educational performance, in violation of 42 U.S.C. § 1985: US Code - Section 1985: Conspiracy to interfere with civil rights.

16. This series of attacks fell on the third week of the training, which Goodluck repeatedly told Brandon, the reason for his delays in the modules, were only because, the initial agency set-up and log-in entry, were received late, into the second or third week of the training in mid week of June. Also Goodluck told Brandon, that, Goodluck had no access into the agency system at the time of the recourse, harassment and confrontations.

17. After Mr. Brandon Christopher saw quick advancements on Goodluck's assignments, and his next approach, was to attack and harass Goodluck on different grounds, still capitalizing on termination, and now, bringing another topic on outside appointments, which defendant Farmers was aware of Plaintiff's outside appointment, prior to hire, but the agreement to phase out appointments on gradual manner following Farmers 13<sup>th</sup> month end of the program. As of the date of filing these complaints, defendant Farmers has still not initiated any action on outside appointments to date.

18. Upon commencement of the training, agent's outside termination was never an issue, until defendant Johnson's attack against Goodluck came up to light. Brandon connived this as an issue in furtherance of attacks and harassments against Goodluck.

19. During Plaintiff, Goodluck Onyeneho's three interviews with Farmers, conducted, thru Farmers respective representatives, Nicole Russell, Cynthia Pearson and Deborah Madden, all Farmers employees, and prior to signing of the agency contracts, Goodluck Onyeneho, specifically informed Farmers, and made them aware of his outside appointments with other carriers, and they definitely agreed to accommodate his outside appointment, after Goodluck told Farmers, that he would completely move his customers into Farmers on gradual process prior to completion of his 13<sup>th</sup> month training program, which was agreed, irrespective of the fact, the agents were forced to sign a contract, suggesting to the contrary, and defendant, Farmers promised not to enforce the rules on outside appointments, till the completion of the program. Even at the contract signing event held on May 19, 2012, Plaintiff, Goodluck pointed out the outside appointment issue, which Brandon replied, was ok to sign the contract, and that it was only for formality purposes, at the moment, and that termination or transfers would take effects on gradual basis prior to completion of the program. But, Goodluck does not challenge the legality of the contract, but the manner and order in which it was carried out at same time of these attacks, evidently remains a debatable issue.

20. In addition, please find a vague agency contract attached, signed on May 19, 2012, which has no mention, of any specific date of transition of outside appointment, or order of termination of outside agency appointment, as Brandon wants to use the contract issue, as justification tool for the discriminatory conducts.

Also despite this allegation, Mr. Brandon, claimed in one of his e-mail follow-ups, to Plaintiff, claiming, on monitoring Goodluck's website at Goodluck Insurance Agency at [www.goodluckinsurance.com](http://www.goodluckinsurance.com), which showed and demonstrates further continued harassments against Goodluck, while no other agent's sites were monitored, including that of Jon Belinkie, who still, maintained existing websites, under Health Insurance

Specialist Inc, in Maryland, that was ran under the management of his brother and direct family members, and other pertinent information will be subject to subpoena.

21. Jon Belinkie, is a white male agent, an American citizen, confirmed to Plaintiff, that he disguised and transferred his outside appointments to his immediate relative and members of his family, (to his brother, by direct blood), operating under, Health Insurance specialist, Inc, located:

President  
**JON BELINKIE**  
17620-B Redland Road  
Rockville MD 20855  
301-590-0006  
301-590-0661 See evidence attached.

Based on the characterization of the letter dated July 16, 2012, underwritten by Deborah Madden, on item # 3, specifically stated as follows:

“When canceling your current appointments I feel obligated to remind you what is considered a conflict of interest to ensure there is no misunderstanding. In the Agency Operations manual, Section 3 and 10, page 8 under conflict of interest section 1, it states: See Defendant Deborah Madden’s threatening letter attached, that reads as follows: Also, “an outside financial interest, which could be looked at upon as one, that might influence an individual’s decisions or actions related to an agent’s fiduciary responsibilities to the appointing Companies. An example would be ownership by a member of the agency force or any member of his or her immediate family (i.e., spouse, children, parents, brothers and sisters) of a substantial financial interest in a supplier, insured, or competitor of the Companies, except where such interest consists of securities of a publically-owned corporation and such securities are regularly traded on the open markets.”

22. Goodluck Onyeneho, re-alleges, that at least, one agent, JON BELINKIE, at the agency point in Baltimore, was given special preference, allowing his immediate brother or family members by blood to inherit and transfer his outside agency appointments, still operating, under the name of Health Insurance Specialists, Inc, to date of filing of this claim, while Jon was still at Farmers Insurance Company, in Baltimore Maryland, working under the same capacity and condition, the Plaintiff Goodluck was targeted upon. Jon claimed Farmers did not attack him on those arrangements, to transfer his outside appointments, and wondered why, Farmers was attacking the Plaintiff.

#### RELIEF SOUGHT:

As a result of the Defendants' unlawful and discriminatory conducts and unfair employment practices and violations of Plaintiff's rights protected by federal law,

Plaintiff, Goodluck on numerous occasions was threatened to be discharged from his employment, despite notifications to the defendant on the alleged matter. Defendants were informed, saw and knew about the harassment and failed to take remedial action, or adequate steps to remedy the situation. Defendants' wrongful conduct thereafter denied him a fair investigation and hearing as guaranteed by Defendant Farmers' stated employment practices and policies, but rather was confronted with barrage of threatening letters to quit voluntarily from Farmers. See purported, defendant letters attached. Plaintiff now seeks injunctive relief; monetary damages, including back equity payment, front pay, if applicable, compensatory and punitive damages, pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e, et seq.; the Civil Rights Act of 1866, as amended, 42 U.S.C. Section 1981; 42 U.S.C. Section 1981A and 42 U.S.C. Section 1988. Mr. Goodluck also brings tort and contract claims under the common law of Maryland.

**23. Also, Plaintiff Goodluck once contacted EEOC to thoroughly investigate and litigate charges on these harassments and discriminatory practices and claims, for the unjust conducts of the defendants, and demonstration of unlawful employment practices, on allegations of racial threats, abuse and frequent harassments at Farmers training location and workplaces in Owings Mills, and other incidence of threats, and vigorous harassments, on threatened discharge of employment, following, Mr. Dana Johnson's harassments as referenced and incorporated as part of this allegations, including, many other facets and circumstances as previously alleged above. See EEOC disposition letter attached.**

24. In or around July 15, 2012, Deborah Madden after she requested a letter written on the alleged discriminatory matter, in fact, initiated an uncompleted investigation into alleged racial harassment and misconduct at its Farmers facility located in Owen Mills, Maryland, where Mr. Goodluck was receiving training program, with group of other agents organized by Farmers. The investigation was the direct consequence of allegations of discriminatory abuse by Defendant Dana. To my greatest surprise and expectation, Defendant, Deborah Madden withdraw from the promised investigation and did nothing to the complaint or to the conduct of Defendant Dana.

25. Defendant Deborah Madden failed to discharge her supervisory duties to cordially investigate the alleged discriminatory matter, but rather conspired to prevent, by force, intimidation, and threat, to indirectly discharge Goodluck from his employment on or about July 16, 2012, through written threatening letters, per attached. Defendant Deborah Madden's invitation to discuss the alleged discriminatory matter, rather in disguise turned into a circus of outside insurance appointment discussions, rather than addressing the contemplated issues of racial discrimination, was an

attempt to directly and indirectly circumvent and obstruct justice, for the purpose of depriving Goodluck, of privileges and immunities under the law in violation of 42 U.S.C. § 1985 : US Code - Section 1985: Conspiracy to interfere with civil right, breaching its duty of care owed to Goodluck by and through the following acts and/or omissions, which included but are not limited to:

A. Failing to properly and adequately train it's managerial and direct employees, including Defendant Brandon, to properly respond to complaints of racial harassment;

B. Failing to properly and adequately train its managerial employees, including Defendants Dana and Brandon, to prohibit implicit racial comments and discriminatory employment practices, including discrimination based on gender, and/or race, and/or age;

C. Failing to carefully and diligently supervise its employees, including defendant Brandon, to prevent him from improperly handling complaints of racial harassment and/or not conducting the investigation in a non-discriminatory manner;

D. Failing to implement and/or take appropriate remedial action once it knew or should have known that its employee ( Brandon ) was mishandling complaints of racial harassment and/or not conducting appropriate investigations in a non-discriminatory manner; and

E. Failing to conduct a reasonable, proper and appropriate investigation.

F. Failing to abide by its own express and implied employment policies and procedures;

G. Failing to exercise reasonable care under the circumstances.

26. The above-named Defendants conduct was a direct and proximate cause of the injuries, damages and harm suffered by Plaintiff Goodluck.

27. Because the Defendants' conduct toward Goodluck was improperly motivated, and was intentional, willful and wanton, Goodluck is entitled to punitive and exemplary damages in addition to compensatory damages.

## PARTIES

28. Plaintiff, Goodluck Onyeneho, an African-American, is an adult male individual and citizen of the United States who resides at 15027 Pine Top lanes, Burtonsville, Maryland. At all relevant times, Mr. Goodluck Onyeneho is 57 years old and is an agent employee of Farmers Insurance Group, within the meaning of Title VII of the

Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e, et seq., and applicable case law.

29. Defendant, Farmers Insurance Group [herein referred to as Farmers Insurance Group], is a corporation or similar business entity organized and existing under the laws of the State of Maryland, and which regularly conducts business at the 600 Red Brook Blvd, 4<sup>th</sup> Floor, at Owings Mills, Maryland.

30. At all relevant times, Defendant Farmers employed in excess of fifteen employees and was an employer within the meaning of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e, et seq.

31. Defendant, Dana Johnson, a Black male, is an adult individual and citizen of the United States who visited or resided and transitioned into Maryland from defendant's corporate office in California that conducted the racial abuse as alleged.

32. Defendant, Brandon Christopher, a white male, is an adult individual and citizen of the United States who resides in Maryland at the time of the perpetrated alleged incident. At all relevant times, Mr. Brandon Christopher was a managerial employee of Defendant Farmers. Mr. Brandon Christopher was as well, an employee of Defendant Farmers, and was a second party who participated in furthering, advancing, and perhaps, helped forward the racial abuse against the Plaintiff, Goodluck Onyeneho.

33. Defendant, Deborah Madden, a white female, is an adult individual and citizen of the United States who resides in Maryland. At all relevant times, Ms. Deborah Madden was the Director of Farmers, agency point in Baltimore and a managerial/supervisory employee of Defendant Farmers.

#### JURISDICTION AND VENUE

34. This is, in part, an action authorized and instituted pursuant to: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section(s) 2000e et seq.; the Civil Rights Act of 1866, as amended by the Civil Rights Restoration Act of 1991, 42 U.S.C. Section 1981; 42 U.S.C. Section 1981A; 42 U.S.C. Section 1988, and the common law of the State of Maryland.

35. The jurisdiction of this Court is predicated upon 28 U.S.C. Section 1331 and 1343, to redress the unlawful deprivation of Plaintiff's rights secured, guaranteed and protected by federal law. The Court also has jurisdiction pursuant to 28 U.S.C. Sections 2201 and 2202 relating to declaratory judgments. This Court may also exercise pendant jurisdiction over Plaintiff's state law claims arising under the common law and statutes of the State of Maryland, and which arise from a common nucleus of operative fact pursuant to 28 U.S.C. Section 1367.

36. Venue is proper in the United States District Court for the U.S District Court of Maryland pursuant to 28 U.S.C. Section 1391(b), wherein Plaintiff resides, and all Defendants regularly conduct business and where all the wrongful conduct occurred against the Plaintiff.

#### ADMINISTRATIVE PREREQUISITES

37. Goodluck has complied with all the administrative prerequisites to action under Section 706 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e-5 as follows:

38. On or about July 23rd 2012, Goodluck, after Plaintiff observed defendant Farmers, was not prepared to help him resolve the situation, and despite negligent conducts of Defendants, Brandon Christopher and Deborah Madden, in investigating the alleged matter brought to their attention, Plaintiff then, timely, filed a formal charge of discrimination with the State of Maryland, through the Civil Rights Division of Equal Employment Opportunity Commission [hereinafter referred to as E.E.O.C.];

39. Goodluck promptly and diligently accommodated all E.E.O.C. requests for information and fully cooperated, despite defendant, Farmer's' failure to generally investigate the alleged matter in regard to its company policy;

40. Goodluck has exhausted all available administrative remedies in accordance with the aforementioned statutes prior to instituting this Civil Action, and E.E.O.C formally issued a Notice of Right to Sue on September 18, 2012. 11. No administrative prerequisites are required before a Plaintiff files a complaint pursuant to the Civil Rights Act of 1866, as amended by the Civil Rights Restoration Act of 1991, 42 U.S.C. Section 1981.

#### FACTUAL ALLEGATIONS

41. Plaintiff, Goodluck Onyeneho, was employed by Defendant Farmers on or about May 19, 2012 and worked and, upon invitation by Farmers, received training at Farmer's facility located in Owens Mills, Maryland.

42. At all relevant times, Defendant Farmers employed in excess of fifteen (15) employees for at least twenty (20) calendar weeks in 2012, and was further engaged in an industry directly affecting interstate commerce.

43. At all relevant times, all matters regarding compensation, terms, conditions, rights and privileges of Plaintiff, Goodluck Onyeneho's employment were generally governed and controlled by Defendant Farmers, in disguise of a loan, borrowed funds or advance credits.

44. Upon information and belief and at all relevant times, Defendants Johnson and Brandon were acting as agents, servants and/or employees of Defendant Farmers.

Defendant Farmers is therefore liable for the acts and omissions of the individual Defendants pursuant to the principals of ratification, respondent superior and actual and/or implied agency.

45. At all relevant times, Plaintiff, Goodluck fully, adequately and completely performed all of the functions, duties and responsibilities of his employment with Defendant Farmers.

46. Plaintiff, Goodluck Onyeneho has a history and record as agent employee, controlled by Farmers, after employment by defendant, Farmers on or about May 19, 2012.

47. At all relevant times, Defendant Dana Johnson was employed by Defendant Farmers in its Owens Mills office location.

**48. On or around June 26, 2012, Plaintiff, Goodluck informed defendant Farmers of discriminatory abuse against him by defendant Dana Johnson.**

49. Defendant Farmers had a policy regarding racial abuse or harassment in its workplace or facility, in similarly, under the same manner as “Garage keeper”. Pursuant to the Farmers Employment manual, racial harassment consists of and is limited to unwelcome and unwarranted behavior of discriminatory nature.

50. Upon information and belief and as set forth herein, Defendant Farmers applies this policy in a manner that discriminates against its employees on the basis of gender, race or national origin, etc.

51. Upon information and belief, the accusations against Defendant Dana Johnson were creditable, and the Plaintiff only reported the alleged racial harassment in an attempt to stop defendant Dana Johnson, from furthering discriminatory conducts or practices in violations of company policy, which Farmers prudently failed to stop and rather continued to play pranks of indiscipline towards Plaintiff, Goodluck, as showed by defendant Brandon Christopher’s implied and expressive acts, in different exploitive mechanism and scheming manner, with continuous indirect conducts and attacks against Plaintiff, Goodluck.

52. In response to Plaintiff Goodluck’s, allegation, Defendant Farmers did nothing to correct the situation on the alleged harassment and misconduct committed by Dana Johnson and his operative colleagues, nor did neither conduct any investigations on the said matters.

53. During the ensuing meeting conducted by Defendant Deborah Madden, in the presence of Goodluck and Defendant Brandon, with Goodluck bringing information, including, questioning numerous statements and emails that implicated defendant Brandon Christopher, in the alleged racial harassment by Dana Johnson. On same period, Defendant Brandon was repeatedly questioned, why he summoned Plaintiff

Goodluck at his office, at the early morning on or about June July 9<sup>th</sup>, 2012, after he came back from a brief vacation trip, and Brandon threatened and intimidated Plaintiff Goodluck on firing him from the program, if he did not complete or finish his assigned training home work assignments, instead of having concerns on the behavior and allegation made against Goodluck by defendant Dana Johnson, in the racial abuse incident he fully knew about, prior to engaging Plaintiff Goodluck into paranoia of conduct in not completing a class homework, rather dealing with more serious matters, of racial discrimination, that he heard previous knowledge.

54. In recap, during meetings and subsequent interviews with Ms. Cynthia Pearson (Farmers Recruiting Manager, Agencypoint-Baltimore), on this issues as described herein, Plaintiff, Goodluck was accompanied to Cynthia Pearson by two training Farmers agents, Ramona Jones and Bradley Phillips, who repeatedly confirmed to Ms. Cynthia Pearson, that they witnessed racial and discriminatory abuse at the training room by Dana Johnson against the Plaintiff, Goodluck, without provocation.

55. At all relevant times, Plaintiff Goodluck was employed in same area, where he worked in close proximity with other agents and none experienced such abuse, that was perpetrated against Goodluck by Farmers.

56. During the course of the interviews with Ms. Cynthia Pearson, she summarily discovered that Defendant Dana had in fact, abused Goodluck, in the classroom, where he engaged in inappropriate behavior of racial conducts. Specifically, Ramona Jones and Bradley Phillips individuals overly reported and admitted to Ms. Cynthia Pearson, that Dana had made explicit, disparaging and inappropriate racial remarks against Goodluck.

57. Several other agents who witnessed the abuse further indicated that Defendant Dana Johnson had made racial remarks against Goodluck, tantamount to unwarranted disgrace.

58. Upon information and belief, Farmers did not terminate or in any way discipline Defendant Dana Johnson, upon having knowledge of the abuse, through corporate executives.

59. On or about July 16, 2012, rather than following the investigation of racial abuse, Farmers threatened with various strategies to terminate Plaintiff Goodluck with threatening and intimidating letters of additional harassments from his employment, if he failed to provide arrangements, to cancel his outside appointment that was unrelated to the defendant's conducts on the alleged racial discrimination. The unjust conducts of defendant's harassing threats on Goodluck's discharge, signals and predicates gross misconducts on Farmers, in regard to the purported racial allegations.

60. At all relevant times, Goodluck vehemently agrees all allegations on these new threats were to get rid of Goodluck, in an attempt to circumvent justice, and prevent

racial investigations on the reported racial abuse or conducts by Farmers and its designated employees.

61. Farmers improperly conducted the aforesaid investigation in a manipulative manner to mystify Goodluck.

62. As part of the aforesaid intended investigation, Farmers, through Defendant Madden, promised to conduct investigations on Dana's racial violations, which were against company policy, but rather, defendant Farmers deliberately resorted to retaliatory actions against Goodluck, on his discriminatory abuse and complaints to frustrate and get rid of Goodluck from Farmers instead, at the agency point in Owens Mills.

63. Farmers knew or should have known that Defendant Dana's discriminatory conducts against Goodluck, were improper and motivated by racial hatred.

64. In spite of said knowledge, Farmers insisted and sent proposed termination threats to Goodluck, as a result of Defendant Dana's allegations, to circumvent justice, whatsoever, without any investigations on the matter.

65. Pursuant to the employment policies and procedures promulgated by Defendant Farmers, Goodluck notified defendant Madden on the discriminatory abuse by defendant Dana Johnson, against Goodluck. Although defendant Farmers employment policies and procedures guaranteed a fair, non-discriminatory treatments against its agents and employees, and the handling of the complaint was done in most biased, discriminatory and unfair manners, by entire Farmer's corporate team, in an attempt to circumvent justice.

66. Farmers also knew or should have known that Defendant Brandon had prior knowledge about the allegations of harassment against Goodluck, that possibly communicated to him through defendant Dana and other agents present in the classroom, during the time of the said abuse and suspicion of violating company policies, that prompted Defendant Brandon to willingly, fully neglect, without investigating the discriminatory racial conducts against Goodluck, and further, subjecting Goodluck, to a unnecessary threats, insensitive and callous behaviors, over his racial complaints.

67. Additionally, no evidence suggested or showed that Farmers made any attempts to conduct any investigations on the matter, despite having said knowledge on the alleged matter, because of biasness and perpetrated prejudice and racial hatred against the Plaintiff.

## CAUSES OF ACTION

### FIRST CAUSE OF ACTION

Defendant Farmers' Violation of Title VII's Prohibition against Employment  
Discrimination Race and National origin Discrimination -- Disparate Treatment

68. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

69. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section(s) 2000e et seq., and 42 U.S.C. Section 1981A, for relief based upon the unlawful employment practices of the above-named Defendants. Specifically, the Plaintiff, Goodluck Onyeneho complains of Defendant Farmers violation of Title VII's prohibition for discrimination in an employment based facility, in whole and in part, against an employee's national origin.

70. During Goodluck's employment with Defendant Farmers, Goodluck was a member of a class protected under Title VII against racial based discrimination by his employer, Defendant Farmers, or by its supervisory personnel.

71. Goodluck, as an employee of Defendant Farmers, was preferentially treated in a disparate manner, unlike Jon Belinkie, who still remained at Farmers as employee agent and under the same employment condition and status with Plaintiff, was allowed and granted extra privilege to operate his old agency ( Health Insurance Specialists, Inc), unlike similar condition with the Plaintiff Goodluck, despite the fact he was still employed by Farmers, while Plaintiff Goodluck was targeted and subjected by Defendant's unfair and unscrupulous policies and practices insofar as that he was treated in asymmetrical manner, unlike other agents, Jon Belinkie, who was similarly allowed differentially to work at Farmers facility with comfort, and was never targeted, harassed, or sent threatening letters, as opposed to Goodluck.

72. The above-named Defendants 'conduct was a direct and proximate cause of the injuries, damages and harm suffered by Goodluck.

73. Furthermore, Defendant Farmers intentionally and/or with reckless indifference, engaged in the above stated discriminatory practices against Plaintiff, Goodluck, contrary to Goodluck's' federally protected rights as guaranteed to him under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section(s) 2000e et seq., as amended and 42 U.S.C. Section 1981.

74. The intentional and discriminatory conduct of the Defendants complained herein, was willful, wanton, deliberate, malicious, manipulative, egregious and outrageous warranting the imposition of punitive/exemplary damages which will serve as an exemplary measure and deterrent to Defendants and others who would commit similar illegal acts.

75. As Defendants Farmers and its operative colleagues, engaged in discriminatory employment practices with malice and with reckless indifference to Plaintiff,

Goodlucks' federally protected rights. Goodluck is entitled to punitive/exemplary damages in addition to compensatory damages and other remedies available under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section(s) 2000e et seq., as amended and 42 U.S.C. Section 1981A.

## SECOND CAUSE OF ACTION

Defendant Dana Johnson's' Violation of Title VII's Prohibition against Employment Discrimination Racial Discrimination -- Disparate Impact

76. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

77. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section(s) 2000e et seq., as amended and 42 U.S.C. Section 1981, for relief based upon the unlawful employment practices of the above-named Defendants. Specifically, Goodluck complains of Defendant Danas' violation of Title VII's prohibition against discrimination in employment based facility, in whole or in part, upon an agent employee's race or national origin.

78. Plaintiff, Goodluck is an African-American male and during the cause of his employment with Defendant Farmers, he was a member of a class protected under Title VII against race based discrimination by his employer, Defendant Farmers, or its supervisory personnel's.

79. At all relevant times, Plaintiff Goodluck fully, adequately and completely performed all of the functions required at the facility, duties and responsibilities of his employment with Defendant Farmers.

80. As a result of Defendant Farmers' non-protective policies and practices, Goodluck was unjustly and racial abused, and discriminatorily disgraced and deprived of social liberty, freedom and equal employment opportunities because of his race and national origin.

81. As a further result of Defendant Danas' above stated actions, Goodluck has been, is being and will be deprived of agreed subsidy income in the form of wages and prospective retirement benefits, and other benefits, bonus opportunities and job assignments due to him as an agent employee, but denied because of his race or national origin and in an amount to be proven at trial.

82. Therefore, as a result, Defendant Farmers and its operative colleagues, engaged in discriminatory employment practices with malice and with reckless indifference to Plaintiff, Goodlucks' federally protected rights. Goodluck is entitled to punitive/exemplary damages in addition to compensatory damages and other remedies available under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section(s) 2000e et seq., as amended and 42 U.S.C. Section 1981A.

THIRD CAUSE OF ACTION -Defendant Farmers' Breach of Trust, Safe-Keeper / Contract and/or Promissory Estoppel

83. Plaintiff Goodluck incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

84. Defendant Farmers promulgated express and written corporate statements of employment policies, practices and procedure which it provided and disseminated to all of its agent employees, including, to the Plaintiff, Goodluck.

85. Defendant Farmers represented both orally and in writing, that it would treat agent employees in a specific, fair and equitable manner. Specifically, Defendant Farmers and its operative colleagues promulgated a policy that unfairly discriminated against some of its agent employees, particularly to Goodluck that was discriminatory and unfair.

86. Defendant Farmers further represented, promised and/or implied both orally and in writing that an agent employee would only be discharged for cause, and after a reasonable investigation and opportunity to be heard, of which Goodluck was not given or provided opportunities, in violation of 42 U.S.C. § 1981: US Code - Section 1981: Equal rights under the law.

87. The customary pattern and practice of Defendant Farmers was to follow its express and implied employment policies and practices, including, unequal treatment of their training employees in the same manner.

88. Furthermore, Defendant Farmers represented, promised and/or implied that it would investigate the allegations of racial harassment and misconduct presented through Defendant Deborah Madden by Plaintiff Goodluck in a fair, impartial and nondiscriminatory manner, but surprisingly enough, defendants completely failed to exercise any actions against the racial conducts that was brought to their full knowledge and attention and did nothing to the allegation, despite promises to conduct fair investigation, in violation of 42 U.S.C. § 1981a : US Code - Section 1981A: Damages in cases of intentional discrimination in employment.

89. Defendant Farmers promulgated these policies and procedures, and made these representations, in such a manner as to manifest its willingness to create a balanced and completely good atmosphere at the training location, and unfairly did nothing, including any disciplines to Dana or Brandon for their collaborative conducts to deprive the Plaintiff the privilege of justice.

90. Plaintiff, Goodluck agreed to Defendant Farmers' offer regarding the investigation by Farmers director, Deborah Madden to adhere to Farmers employment policies and procedures by promising Plaintiff, Goodluck, investigations in the alleged matter in such a way to bring a fair conclusion to the mater, but completely and factually, did nothing to resolve the matter.

91. Plaintiff Goodlucks' initial and/or continued training as agent employee with Defendant Farmers constituted acceptance of and consideration for Defendant's offer, to protect its training agents or employees. As additional consideration, Plaintiff, Goodluck executed a non-competition and confidentiality agreement for the specific benefit of Defendant Farmers on or about May 19, 2012, under the safe care and custodian of the defendant, Farmers. **See contract attached.**

92. Defendant Farmers breached its contract with Plaintiff, Goodluck by its failure to follow its own principal practices, policies and procedures with regard to the terms and conditions of Plaintiff's employment as set forth in their company's policies and procedure.

93. As set forth herein, Defendant Farmers intentionally, willfully and/or maliciously breached its contract with Plaintiff.

94. Moreover, Defendant Farmers expected and/or should have reasonably expected Goodluck to rely on the aforementioned policies and procedures as a commitment by Defendant Farmers to follow and abide by the company policies.

95. At all relevant times, Goodluck understood and reasonably relied on the aforementioned policies and procedures to his detriment and harm, both pecuniary and otherwise.

96. Substantial injustice can only be avoided by enforcing the promises made by Defendant Farmers to the Plaintiff.

97. Defendant Farmers' breach of contract was a direct and proximate cause of the injuries, continuing damages and harm suffered by Plaintiff Goodluck and as set forth herein.

98. Defendant Farmers' conduct was willful, manipulative and wanton, and Goodluck is entitled to punitive/exemplary damages in addition to compensatory damages and other remedies available under the common law.

#### FOURTH CAUSE OF ACTION -DEBORAH MADDEN

Defendant Deborah Madden and Defendant Brandon individually and in their capacity as supervisors - Negligence

99. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

100. Defendant Farmers owed and continues to owe a duty of care to third parties in their care, and more particularly to their agent employees such as Goodluck, to

prevent their employees from acting in any way to harm its co-employees or employee agents or trainers, in their care or program.

101. Defendant Farmers had a further duty to ensure that complaints of racial harassment and misconducts were properly handled and the investigations conducted in a fair, impartial and/or non-discriminatory manner, which defendant Deborah Madden began, initiated and failed to complete, nothing more than racial prejudice.

102. Defendant Farmers, as **globally and nationally** recognized, voluntarily contracted, promised and/or agreed and thereby assumed a legal duty and obligation to ensure and guarantee that complaints of racial harassments or discriminations and misconducts were properly handled and the investigation conducted in a fair, impartial and/or non-discriminatory manner, pursuant to traditional assumption and its express agent employment policies, but ultimately failed to conduct any appropriate investigations on the matter, despite, the none caring attitude exercised by Defendant Madden, to investigate the matter, primarily because of Plaintiff Goodluck's race and national origin.

103. Defendant Farmers breached its duty of care owed to Plaintiff, Goodluck by and through the following acts and/or omissions, which include but are not limited to:

A. Failing to properly and adequately train its managerial employees, including Defendant Brandon Christopher, Deborah Madden, to properly respond to complaints of racial harassments, instead protecting the interest of its associate or co-employee, Plaintiff, Goodluck.

B. Failing to properly and adequately train its managerial employees, including Defendant Brandon and Deborah Madden to prohibit discriminatory employment practices, including discrimination based on national origin or race;

C. Failing to carefully and diligently supervise its employees, including defendants, Brandon Christopher and Deborah Madden to prevent them from improperly handling complaints of racial harassments and/or conducting, appropriate investigations in a fair and non-discriminatory manner;

D. Failing to implement and/or take appropriate remedial action once it knew or should have known that its employees were mishandling complaints of racial harassments and/or contrarily failed to conduct proper investigation in a discriminatory manner;

E. Failing to conduct a reasonable, proper and appropriate investigation on the Plaintiff's alleged matter.

F. Farmers, as a safe keeper, owed a duty and protection of care to its agent employees or even someone under their care and they consistently failed to abide by its own express and implied employment policies and procedures,

G. Failing to exercise reasonable care under the circumstances, to have prevented the abuse against the Plaintiff.

104. The above-named Defendant's conducts were direct and proximate cause of the injuries, continuing damages and irreversible harm suffered by Plaintiff Goodluck.

105. Because the Defendants' conducts and negligence toward Plaintiff, Goodluck, was improperly motivated, and the racial abuse was intentional, with evidence of willful, manipulative conducts and wanton cover-ups by Farmers failing to conduct any investigations on the matter before them, and therefore, Plaintiff Goodluck is entitled to punitive and exemplary damages in addition to compensatory damages, to be revealed at trial.

#### FIFTH CAUSE OF ACTION

All Defendants - Intentional Infliction of Emotional Distress

106. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

107. And as set forth herein, during Plaintiff Goodluck's employment with Defendant Farmers, Goodluck was subjected to a pattern of discrimination and misconducts at Farmers training facility and the workplace based at Owens Mills, in whole or in part, because of his national origin, and/or race.

108. And at all relevant times, the above-named Defendants knew or should have known that Defendant Dana Johnson's misconducts against Goodluck were premeditated and intentional. Despite said knowledge, Defendants totally ignored the evidence and attempted to discharge Goodluck unfairly through unprincipled means and conducts of defendant Brandon Christopher, instead of dealing with the realities on the facts of the complaints, after he learnt of the racial discrimination after he came back from a brief vacation, rather pretended to have no knowledge on the matter, and further subjected Plaintiff, Goodluck into unnecessary apprehension in the matter. This actions and behavior further subjected Plaintiff Goodluck into intolerable emotional distress.

109. Despite actual and/or constructive knowledge that the alleged racial harassment and misconducts were undisputed, Defendant Farmers and its operative colleagues failed to investigate or discipline defendant Dana Johnson for his alleged misconducts and violation of company policy, and was neither terminated from his employment. Moreover, Defendant Brandon Johnson, at least knew about the abuse against the Plaintiff, because of defendant Brandon Christopher's admission through barrage of e-mails communicated to Plaintiff, in pretense, and did nothing to investigate the discriminatory complaints and also failed to inform other subordinates of Farmers on Dana Johnson's conducts against Goodluck, despite actual and/or constructive knowledge, formally and informally known on the racial discriminatory conducts.

110. The conduct of Defendant Brandon Christopher was outrageous in character and extreme in degree, because said conduct was sabotage, atrocious and egregious, and went beyond all possible bounds of civility and is utterly intolerable in a civilized community, where someone with supervisory duty and responsibility would engage in such a mischievous conducts.

111. The extreme and outrageous conduct of the above-named Defendant toward Goodluck was done in a willful, calculated and wanton manner, and constituted a disregard for the rights and well-being of Goodluck, simply because of Goodluck's foreign accent and national origin.

112. As a direct and proximate result of the above-named Defendants' extreme and outrageous conduct, Goodluck suffered disgrace and severe emotional distress. The conduct interferes with a Goodluck's work performance or creates an intimidating, hostile, and offensive working environment at Farmers facility, which diminished his work performance, to non-productive results.

113. Because of the extremity of Defendants' behavior and outrageous conducts toward Goodluck, it demonstrate, their actions were improperly motivated, and was intentional, willful and wanton, and Goodluck is entitled to punitive/exemplary damages in addition to compensatory damages, to be revealed at hearing.

#### SIXTH CAUSE OF ACTION

Defendants Brandon Christopher and Defendant Deborah Madden, individually -  
Intentional Interference with a Contractual Relationship / Conspiracy to interfere  
with civil rights

114. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

109. As set forth above and at all relevant times, an express and/or implied contractual relationship for continued agent employment contract existed between Defendant Farmers and Plaintiff, Goodluck, exercised, direct and indirect control influence over Goodluck and other employees of Farmers Insurance Group.

115. At all relevant times, Defendant Farmers knew and/or should have known of the existence of the aforementioned contractual relationship between all Defendants and Goodluck, and also each knew about the racial complaint against defendant Dana Johnson.

116. On July 16, 2012, Defendant Deborah Madden intentionally neglected to conduct any investigation against Defendant Dana, despite, having full knowledge of the alleged complaint, and instead, manipulatively, despite seriousness of the allegation, rather concocted and wrote a letter to Goodluck patterning his employment and

particularly, giving him 30 days ultimatum to take action needed to cancel his outside appointments, despite his complaints to the allegation.

117. The above-named Defendant's intentional interference with the aforementioned contractual relationship was based upon her own self-serving motives, objectives and desires.

118. At all relevant times, Defendant Deborah Madden knew and/or should have known of the existence of the aforementioned contractual relation between Defendant Farmers and Plaintiff, especially, after she requested Goodluck to forward her, a formal racial archetype complaint, which he complied to, on 08/21/2012, on the discriminatory allegation against Dana Johnson, which Plaintiff made available upon her request. See letter attached, to be incorporated as part of exhibit.

119. And as set forth herein, Defendant Deborah Madden knew or had reason to know that the conducts of Defendant Dana Johnson, were more serious than interfering with the contractual relation between Defendant Farmers and Plaintiff, and she knew, the ongoing matter should have been investigated earlier, than interfering with the contractual agreement, to further frustrate the Plaintiff out, instead of conducting proper investigation in the aforesaid matter, and therefore, and thereby, committed conspiracy, interfering with civil rights, 42 U.S.C. § 1985 : US Code - Section 1985.

120. In spite of said knowledge, Defendant Deborah Madden was instrumental in failing to conduct any investigation on Goodluck's allegation against Defendant Dana Johnson's misconducts, and rather initiated a letter to intimidate Goodluck, on leaving Farmers, to discourage him from pursuing his racial discrimination case, in violation with his civil and constitutional rights.

121. In addition, Defendant Deborah Madden was instrumental in improperly influencing Defendant Brandon Christopher, in various meetings, and as well, in a retaliatory manner stopping Plaintiff's subsidy monthly draws, in substitution for lack agent performance, as they claimed. See letter, stoppage letter on subsidy attached, which would be part of exhibit, in this matter.

122. The above-named Defendants' intentional interference with the aforementioned contractual relationship was a direct and proximate cause of the continuing injuries, damages and harm suffered by Goodluck.

123. Because the Defendants' conduct towards Goodluck, their actions were retaliatory and improperly motivated, and intentional, willful and wanton, Goodluck is entitled to punitive/exemplary damages in addition to compensatory damages.

## SEVENTH CAUSE OF ACTION

All Defendants - Defamation

124. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

125. On or about June 23, 2012, Defendant Dana Johnson made verbal mockery of Plaintiff Goodluck's spoken accent in open classroom, where dozens of other agents were present, which brought disgrace and humiliation to Goodluck among his fellow agents.

#### DAMAGES

126. The conduct of the above-named Defendants, as set forth herein, destabilized Plaintiff Goodluck's work performance and violated his' rights under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section(s) 2000e et seq.; the Civil Rights Act of 1866, as amended by the Civil Rights Restoration Act of 1991, 42 U.S.C. Section 1981; and the common law of Maryland, caused injuries, damages and harm to Goodluck, including, but not limited to, past and future economic loss (including, lost earnings from the subsidy stoppage), past and future commissions, non-economic losses, including extreme emotional distress, loss of reputation, shame, humiliation, pain and suffering, inconvenience, mental anguish, impairment in the quality of life; and consequential losses.

127. The court should generally note, that since Plaintiff, Goodluck, reported this matter to EEOC, defendants, Farmers and ETAL, has been debilitated and has equally frozen up any actions on the matter against the Plaintiff, including, an attempt to complete investigations on the matter, and neither discipline defendants, Dana Johnson, Brandon Christopher and Deborah Madden, or Farmers, bringing other superior subordinates to complete investigation on the alleged civil right complaint and matter, and or took further remedial actions, either, firing or discharging the Plaintiff, Goodluck Onyeneho, as they previously contemplated and pondered, despite their intentions, and rapidity or speediness on their previous actions to date.

WHEREFORE, Plaintiff Goodluck Onyeneho requests judgment and damages against Defendants, Farmers Insurance Group, Dana Johnson, Brandon Christopher and Deborah Madden, jointly, severally and/or individually, as follows:

A. A declaratory judgment that Defendants have violated Goodlucks' right to be free from discrimination in the workplace organized by Farmers Insurance Group, pursuant to the Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e, et seq.; the Civil Rights Act of 1866, as amended by the Civil Rights Restoration Act of 1991, 42 U.S.C. Section 1981; 42 U.S.C. Section 1981A;

B. Enter an injunction ordering Defendant Farmers to make Plaintiff whole with full restitution of back pay or lost commissions, benefits and reinstatement to a position Goodluck would have obtained in the absence of discrimination or, in the alternative, front pay.

C. An award to Goodluck for compensatory damages in amount to be shown at trial for past and future economic and non-economic losses, including extreme emotional distress and mental anguish, impairment of the quality of life; and consequential loses;

D. An award to Goodluck for exemplary and/or punitive damages in an amount to be shown at trial;

F. An award to Goodluck Onyeneho of interest on any awards at the highest rate allowed by law; and

G. Such other and further relief as this Court deems just and appropriate. PLAINTIFF REQUESTS TRIAL BY A JURY ON ALL CLAIMS AS REFERENCED.

Respectfully submitted, this 14TH day of January, 2013.

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