

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JOSEPHINE GREEN)
27600 Chardon Road, Apt. #455)
Wickliffe, OH 44092)

CASE NO. CV 11 758176

-and-)

JUDGE NANCY MARGARET
RUSSO

CHARLOTTE CAMP)
5202 Stevens Street)
Richmond Heights, OH 44143)

Plaintiffs,)

v.)

AMENDED COMPLAINT

CGI GROUP, INC.)
1001 Lakeside Avenue)
Suite 800)
Cleveland, OH 44114)

(Jury Demand Endorsed Hereon)

-and-)

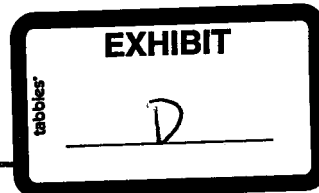
CGI FEDERAL, INC.)
c/o CSC-Lawyers Incorporating Service)
50 W. Broad Street, Suite 1800)
Columbus, OH 43215)

Defendants.)

Plaintiffs Josephine Green and Charlotte Camp, by and through undersigned counsel, as their Complaint against Defendants, state and aver the following:

PARTIES & VENUE

1. Green is a resident of the city of Wickliffe, Lake County, State of Ohio.
2. Camp is a resident of the city of Richmond Heights, Cuyahoga County, State of Ohio.
3. CGI Group, Inc., d.b.a. CGI Technologies and Solutions, Inc., is a Delaware corporation, with its principal place of business located at 11325 Random Hills Road, Fairfax, Virginia, 22030.



4. CGI Federal, Inc. (“CGI”) is a Delaware Corporation and wholly-owned subsidiary of CGI Technologies and Solutions, Inc., with its principal place of business located at 12601 Fair Lakes Circle, Suite 500, Fairfax, Virginia, 22033.
5. CGI has several offices in the State of Ohio.
6. CGI maintains an office located at 1001 Lakeside Avenue, Suite 800, Cleveland, Ohio 44114.
7. All of the material events alleged in this Complaint occurred in Cuyahoga County at CGI’s Cleveland office.
8. Therefore, personal jurisdiction is proper over CGI pursuant to Ohio Revised Code §2307.382(A)(1).
9. This Court is a court of general jurisdiction over the claims presented herein, including all subject matters of this Complaint.

FACTS

10. CGI hired Green in August, 2000.
11. Green held the position of Area Manager at the time she was terminated by CGI.
12. CGI hired Camp in April, 2003.
13. Camp held the position of Regional Manager at the time she was terminated by CGI.
14. Both Green and Camp worked for CGI at its Cleveland office.
15. On December 7, 2009, Green and Camp were questioned by their supervisor, Tracey Rudy, a white employee, regarding allegations that Green and Camp failed to properly manage and/or monitor a project for CWV Family Housing.

16. As a result of these allegations, without further investigation, Rudy, at the direction of Marybeth Carragher, a white employee and Vice President of CGI, terminated Green and Camp on December 7, 2009.
17. CGI did not give Green or Camp any verbal warnings or reprimands prior to terminating them even though company policy mandated such reprimands for employee discipline.
18. CGI did not give Green or Camp any written warnings or reprimands prior to terminating them even though company policy mandated such reprimands for employee discipline.
19. CGI did not conduct an investigation regarding the suspected and alleged losses to the company resulting from the CWV Family Housing project prior to firing Green and Camp.
20. CGI did not discover the actual monetary amount lost from the CWV Family Housing Project under December 18, 2009, eleven days after Green and Camp were terminated.
21. Green and Camp are both African American.
22. CGI discriminated against Green and Camp based on their race when they were terminated from their employment.
23. CGI's treatment of Green and Camp differed from other similarly-situated white employees involved in prior situations resulting in losses to the company.
24. In 2004, several white employees at CGI were accused of failing to properly manage and/or monitor projects similar to the CWV Family Housing project.
25. In 2004, then Area Manager Michael Dinapoli, a white male, and then Regional Manager, Toni Doner, a white female, were held responsible by CGI for mismanagement of a project that resulted in losses to the company.
26. Dinapoli had been responsible for multiple losses to CGI prior to the one in 2004.

27. Neither Dinapoli nor Doner were terminated by CGI upon the discovery that monetary losses to the company had occurred.
28. Rather, CGI only terminated Doner after a significant investigation lasting until January 5, 2005, months after she was first held responsible for the suspected losses.
29. Rather, CGI only terminated Doner after its investigation discovered that the actual dollar amount in losses to CGI was over \$71,655.84.
30. Only after conducting a several month-long investigation and determining the actual monetary loss to the company did CGI terminate Doner.
31. CGI did not terminate Dinapoli for the same monetary losses in 2004.
32. Rather, CGI terminated Dinapoli in 2004 after discovering that he forged Carragher's signature on tax documents submitted to the Ohio Department of Taxation.
33. Dinapoli's termination was not related to the 2004 losses of over \$71,655.84, even though he was the acting Area Manager at the time.
34. Conversely to the 2004 losses, the losses resulting from the allegations against Green and Camp totaled \$48,017.65.
35. Green and Camp had never been accused of or held responsible for losses to CGI prior to those associated with the CWV Family Housing project.
36. Green and Camp, as black employees, were treated differently by CGI than similarly situated white employees, Dinapoli and Doner.
37. CGI allowed a former white Area Manager, Dinapoli, to cause multiple losses to the company over several years, including a \$71,655.84 loss in 2004, and failed to terminate him based on those losses, yet CGI terminated Green from her Area Manager position

immediately following the first suspicion by CGI that a loss may have occurred regarding the CWV Project without any further investigation or reprimand.

38. CGI failed to terminate Doner from her Regional Manager position for her involvement in losses of over \$71,655.84 to the company in 2004 until CGI conducted a lengthy investigation carrying into 2005 and determined the actual dollar amount of the losses, yet CGI terminated Camp from her Regional Manager position immediately following the first suspicion by CGI that a loss may have occurred regarding the CWV Project without any further investigation or reprimand.
39. CGI maintained and enforced the same policies regarding employee discipline and termination in 2004-05 as it did on December 7, 2009.
40. CGI's proposed reason for terminating Green and Camp from their employment is pretext.
41. CGI's termination of Green and Camp was based on racial discrimination.

COUNT I: RACE DISCRIMINATION

42. Green and Camp restate each and every prior paragraph of this Complaint, as if it were fully restated herein.
43. As of December 7, 2009, Green and Camp were fully competent to perform their essential job duties as employees of CGI.
44. CGI treated Green and Camp differently than other similarly situated employees based on their race.
45. CGI violated Ohio Revised Code § 4112.02 by discriminating against Green and Camp due to their race.

46. As a direct and proximate cause of CGI's wrongful conduct, Green and Camp suffered and will continue to suffer damages.

COUNT II: WRONGFUL TERMINATION BASED ON RACE DISCRIMINATION

47. Green and Camp restate each and every prior paragraph of this Complaint, as if it were fully restated herein.

48. On December 7, 2009, CGI terminated Green and Camp from their employment without just cause.

49. CGI terminated Green and Camp based on their race.

50. CGI violated Ohio Revised Code § 4112.02 when it terminated Green and Camp based on their race.

51. As a direct and proximate cause of CGI's wrongful conduct, Green and Camp suffered and will continue to suffer damages.

COUNT III: WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

52. Green and Camp restate each and every prior paragraph of this Complaint, as if it were fully restated herein.

53. A clear public policy exists and is manifested in Ohio statutes and/or administrative regulations, or in the common law, against terminating an employee based on racial prejudice, bias and/or discrimination.

54. CGI's terminations of Green and Camp jeopardize these public policies.

55. CGI's terminations of Green and Camp were motivated by conduct related to these public policies.

56. CGI had no overriding business justification for terminating Green or Camp.

57. As a direct and proximate cause of CGI's wrongful conduct, Green and Camp suffered and will continue to suffer damages.

COUNT IV: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

58. Green and Camp restate each and every prior paragraph of this Complaint, as if it were fully restated herein.

59. CGI intended to cause Green and Camp emotional distress, or knew that its acts or omissions would result in serious emotional distress to Green and Camp.

60. CGI's conduct was so extreme and outrageous as to go beyond all possible bounds of decency and was such that it can be considered as utterly intolerable in a civilized community.

61. As a direct and proximate cause of CGI's acts and omissions as set forth above, Green and Camp have suffered mental anguish of such a serious nature that no reasonable person could be expected to endure it.

62. As a direct and proximate cause of CGI's conduct and the resulting emotional distress, Green and Camp suffered and will continue to suffer damages.

DEMAND FOR RELIEF

WHEREFORE, Green and Camp demand from Defendants the following:

- (a) An award against Defendants of compensatory and monetary damages to compensate Green and Camp for emotional distress, personal injury, and other consequential damages, in an amount in excess of \$25,000 per claim to be proven at trial;
- (b) An award against Defendants of punitive damages in excess of \$25,000 to be proven at trial;

- (c) An award of reasonable attorneys' fees and non-taxable costs for Green's and Camp's claims as allowable under law;
- (d) An award of the taxable costs of this action; and
- (e) An award of such other relief as this Court may deem necessary and proper.

Respectfully submitted,



Brian D. Spitz (0068816)

Fred M. Bean (0086756)

THE SPITZ LAW FIRM, LLC

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*Attorneys for Plaintiffs Josephine Green and
Charlotte Camp*

JURY DEMAND

Plaintiffs Josephine Green and Charlotte Camp demand a trial by jury by the maximum number of jurors permitted.



Brian D. Spitz (0068816)

THE SPITZ LAW FIRM, LLC

CERTIFICATE OF SERVICE

A copy of the foregoing *Amended Complaint* was served via regular US mail on this 15th

day of July, 2011 to the following:

CGI Group, Inc.
1001 Lakeside Avenue
Suite 800
Cleveland, OH 44114

Defendant

-and-

Courtesy Copy To:

Jacquenette M. Helmes
CGI Technologies and Solutions, Inc.
11325 Random Hills Road
Fairfax, Virginia 22030



Brian D. Spitz (0068816)
THE SPITZ LAW FIRM, LLC