

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERK'S OFFICE

U.S.D.C. - Atlanta

MAY 10 2000

LUTHER D. THOMAS, Clerk

Deputy Clerk

MELVIN REID, VONDA MOORE,  
JOHNNIE WEST and CLARENCE W.  
SINKFIELD, individually and  
on behalf of all others  
similarly situated,

Plaintiffs,

vs.

LOCKHEED MARTIN AERONAUTICS  
COMPANY,  
formerly d/b/a  
LOCKHEED MARTIN AERONAUTICAL  
SYSTEMS,  
and  
LOCKHEED MARTIN CORPORATION,

Defendants.

Civil Action File

No. **1 00-CV-1182**

COMPLAINT-CLASS ACTION

JURY TRIAL DEMANDED

COMPLAINT  
NATURE OF THE CASE

1. This is a class action brought by four individual plaintiffs on behalf of themselves and other similarly situated individuals against Lockheed Martin Aeronautics Company, formerly d/b/a Lockheed Martin Aeronautical Systems, and Lockheed Martin Corporation (collectively, "Lockheed"). Plaintiffs seek declaratory and injunctive relief and monetary damages to redress Lockheed's deprivation of the rights of Plaintiffs and the Class members under 42 U.S.C. § 1981 and Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e, et seq., as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

FORMS RECEIVED  
Consent To US Mag.  
Pretrial Instructions  
Re: VIE NTC

2. Plaintiffs are African-American employees who have suffered racially discriminatory employment policies and practices at the hands of Lockheed. Plaintiffs are qualified persons who have been denied the opportunity for promotion; who have been subjected to disparate promotional practices, job training, job assignments, evaluation procedures, and other unlawful discrimination; who have been subjected to a hostile work environment; who have been subjected to disparate salaries and other pay discrimination; and/or who have been retaliated against because of Lockheed's policy and continuing pattern and practice of racial discrimination.
3. Plaintiffs have been systematically excluded from the promotional process by, among other things, the subjective decision-making of a predominantly Caucasian managerial staff that gives preferential treatment to less qualified Caucasians; by not being provided with necessary opportunities for job assignments, wages, or training; and by being subjected to a hostile work environment.
4. Lockheed has consistently ignored Plaintiffs' complaints about these unlawful work conditions, in spite of the ensuing EEOC investigation which has determined that African-American employees of Defendant Lockheed Martin Aeronautics Company are subjected to discriminatory employment practices on a class-wide basis.

5. The discrimination experienced by Plaintiffs and the Class Members is a statistically significant pattern of discrimination unexplainable by chance.

#### JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1343 and 1367; 42 U.S.C. § 1981; and 42 U.S.C. § 2000e-5(f)(3).
7. Venue lies in this district pursuant to 28 U.S.C. § 1391.

#### THE PARTIES

8. Plaintiff Melvin R. Reid ("Mr. Reid") resides in Atlanta, Fulton County, Georgia. Mr. Reid is an employee of Defendant Lockheed, located at Marietta, Cobb County, Georgia.
9. Plaintiff Vonda Searcy Moore ("Ms. Moore") resides in Norcross, Gwinnett County, Georgia. Ms. Moore is an employee of Defendant Lockheed, located at Marietta, Cobb County, Georgia.
10. Plaintiff Johnnie West ("Mr. West") resides in Powder Springs, Cobb County, Georgia. Mr. West was an employee of Defendant Lockheed, located at Marietta, Cobb County, Georgia, until on or about February 13, 1998.
11. Plaintiff Clarence W. Sinkfield ("Mr. Sinkfield") resides in Stone Mountain, Dekalb County, Georgia. Mr. Sinkfield is an employee of Defendant Lockheed, located at Marietta, Cobb County, Georgia.

12. Defendant, Lockheed Martin Aeronautics Company (hereinafter "LMAS"), formerly d/b/a Lockheed Martin Aeronautical Systems, a division of Lockheed Martin Corporation, is presently and at all relevant times has continuously been a corporation doing business in Georgia, Texas, and Arizona, among other places. Unless stated otherwise, Defendant LMAS includes all of its successors, predecessors, affiliates, and subsidiaries. Defendant LMAS is engaged in interstate commerce and, on information and belief, employs approximately 28,000 persons in the United States, primarily providing aircraft, aerospace and related technology, and other products. Defendant LMAS and the remaining defendant are liable jointly and severally for all the violations alleged herein with regard to Plaintiffs and Class members employed at facilities owned or operated in whole or in part by LMAS. Defendant LMAS may be served by serving Charles T. Burbage, Site General Manager, at 86 South Cobb Drive, Marietta, Georgia 30063.

13. Defendant Lockheed Martin Corporation (hereinafter "LM") is presently and at all relevant times has continuously been a corporation doing business in multiple states, including, but not limited to, Georgia, and is incorporated in Maryland. Unless stated otherwise, Defendant LM includes all of its successors, predecessors, affiliates, and subsidiaries. Defendant LM is the parent company of LMAS. Defendant LM is

engaged in interstate commerce and, on information and belief, employs approximately 149,000 persons, primarily providing aircraft, aerospace and related technology, and other products. Defendant LM and the remaining defendants are liable jointly and severally for all the violations alleged herein with regard to Plaintiffs and Class members employed at facilities owned or operated in whole or in part by LM. Defendant LM may be served by serving its registered agent for service of process, Corporation Service Company at 4845 Jimmy Carter Boulevard, Norcross, Georgia 30093.

#### **CLASS ALLEGATIONS**

14. Paragraphs 1 through 13, *supra*, are incorporated herein by reference.
15. Plaintiffs sue on their own behalf and on behalf of a class of persons pursuant to the Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).
16. The named Plaintiffs bring this case on behalf of:

All African-American persons employed by Lockheed in salaried positions in the United States at any time from 1996 to the present, who are subject to Lockheed's employment and human resources policies and practices, including, but not limited to, current or former salaried employees of Defendants LM and LMAS, and who have been or will be denied promotion, subjected to different terms and conditions of employment, subjected to a hostile work environment, and/or retaliated against because of the Defendants' pattern and practice of discriminating against African-Americans on the basis of their race (the "Class").

17. Plaintiffs seek injunctive relief, primarily, and compensatory

damages, secondarily, on behalf of the Class for continuing violations of the law by Lockheed for the past four or more years.

18. Upon information and belief, Plaintiffs estimate that there are more than 700 Class members, residing in Georgia and California, among other places. The Class is so numerous and geographically distributed that joinder of all members is impracticable.

19. Questions of fact and law common to the Class include, primarily, those set forth below in subparts (a) through (d) and, secondarily, (e) through (t):

- a. Whether Defendants' actions violated federal civil rights laws, in particular 42 U.S.C. § 1981 and Title VII, as amended;
- b. Whether Defendants' actions constituted disparate treatment and/or disparate impact;
- c. Whether Defendants knew or should have known that African-Americans were not obtaining the promotions and job opportunities obtained by less qualified Caucasians;
- d. Whether Defendants failed to take reasonable or legally required action to correct the "race bias" in their employment practices so that African-Americans would have the same employment

opportunities as Caucasians;

- e. Whether Defendants have a continuing pattern and practice of illegal discrimination based on race;
- f. Whether Defendants have intentionally engaged in this discrimination;
- g. Whether Defendants have engaged in this discrimination with malice and/or reckless indifference to the federal rights of Plaintiffs and the Class;
- h. Whether Plaintiffs and the Class have been discriminated against by being denied promotions on the basis of their race;
- i. Whether Defendants maintain written and/or unwritten policies and/or practices for determining promotions that discriminate against Plaintiffs and the Class on the basis of their race;
- j. Whether there are statistically significant disparities between the promotions awarded to African-American employees and the promotions awarded to similarly-situated Caucasian employees, sufficient to permit an inference of intentional discrimination;
- k. Whether Plaintiffs and the Class have been discriminated against by being subjected to

different terms and conditions of employment, including training and assignments, on the basis of their race;

- l. Whether Defendants maintain written and/or unwritten policies and/or practices for determining compensation that discriminates against Plaintiffs and the Class on the basis of their race;
- m. Whether there are statistically significant disparities between the compensation awarded to African-American employees and the compensation awarded to similarly situated Caucasian employees sufficient to permit an inference of intentional discrimination;
- n. Whether Plaintiffs and the Class have been discriminated against by being subjected to a hostile work environment on the basis of their race;
- o. Whether Plaintiffs and the Class have been discriminated against by being subjected to retaliation on the basis of their having opposed Defendants' discriminatory practices;
- p. Whether Defendants have made misrepresentations regarding their employment policies to Plaintiffs and the Class;



- q. Whether Defendants have breached their employment agreements with Plaintiffs and the Class;
- r. Whether Defendants have breached their contracts with the United States government, of which Plaintiffs and the Class are third-party beneficiaries;
- s. Whether Plaintiffs and the Class have suffered damages caused by Defendants; and
- t. Whether injunctive relief is appropriate as a remedy for Defendants' past and future discrimination.

20. Plaintiffs' claims are typical of the claims of the Class. For example, Ms. Moore, Mr. Reid, and Mr. West, *inter alia*, allege discrimination in compensation; Mr. Reid, Mr. Sinkfield, and Mr. West, *inter alia*, allege discrimination in promotions; Ms. Moore, Mr. West, and Mr. Reid, *inter alia*, allege discrimination in the terms and conditions of employment, including, but not limited to, training and assignments; Mr. Sinkfield also alleges discrimination in the terms and conditions of employment. Ms. Moore, Mr. Sinkfield, Mr. Reid, and Mr. West, *inter alia*, allege a racially hostile work environment; Mr. Moore, Mr. Sinkfield, and Mr. Reid, *inter alia*, allege retaliation; Ms. Moore, Mr. Sinkfield, and Mr. Reid allege racially based evaluations.

21. Plaintiffs and their counsel will fairly and adequately

protect the interests of the Class.

22. Defendants have acted/refused to act and are acting/refusing to act on grounds generally applicable to the Class, thereby making final injunctive or corresponding declaratory relief appropriate with respect to the Class as a whole.
23. The common questions of fact and law, as noted above in Paragraph 19, predominate over questions affecting only individual members.
24. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.
25. There are no unusual difficulties likely to be encountered in the management of this litigation as a class action.
26. Notice to the Class may be accomplished inexpensively, efficiently, and in a manner best designed to protect the due process rights of all Class members by means of written notices supplied through Defendants' system of communication with their employees.

#### **FACTUAL ALLEGATIONS**

27. Paragraphs 1 through 26, *supra*, are incorporated herein by reference.

#### **A. Lockheed Defendants**

28. Based upon information and belief, less than 10% of the total work force employed by Lockheed is African-American. For instance, and upon information and belief, at LMAS in Marietta, Georgia, as of the end of 1999, approximately 3615

persons were employed, of which 355 were African-American. Defendants have perpetrated a company-wide, continuing pattern and practice of illegal discrimination against their African-American workers because of their race. Furthermore, Defendants have engaged in this discrimination intentionally and with malice and/or reckless indifference to the federal rights of their workers.

29. African-Americans who work for Defendants find it much more difficult to receive promotions than their similarly situated Caucasian co-workers. Company-wide, African-Americans are kept at lower-level jobs longer than other, non-African-American similarly situated workers, in spite of the fact that African-American employees are qualified and apply for advancement. This phenomenon is so significant that it cannot be explained merely by chance. The experiences of Plaintiffs being denied promotions based on the subjective decision-making of a predominately Caucasian managerial staff, as detailed below, are typical. African-Americans watch as non-African-American worker after worker is promoted ahead of them. When African-American workers complain to Defendants that promotions are based on race, not on job-related criteria, Defendants do not provide satisfactory explanations.

This disparate treatment is caused by Defendants' continuing pattern and practice of discrimination based on race.

30. African-Americans employed with Defendants also find it much more difficult to receive the training necessary to compete for promotions than their similarly situated Caucasian coworkers, thereby preventing African-Americans from advancing within the company. Instead, training opportunities are awarded to Caucasian workers by the subjective decision-making of a predominately Caucasian managerial staff. The experiences of Plaintiffs are typical. This disparate treatment is caused by Defendants' continuing pattern and practice of discrimination based on race.
31. African-Americans employed with Defendants also find themselves disparately compensated as compared to Caucasians. Defendants determine compensation of salaried employees by utilizing uniform job titles, a uniform pay grade system and employing a variety of factors to establish the range of pay within the salary. Subjective factors evaluated and measured by a predominately Caucasian managerial staff ostensibly include education, experience, performance, attendance, comparable peer group rates, and "market analysis in trends." However, under this system, many salaried African-American employees find themselves earning less than their Caucasian counterparts. This disparate treatment is caused by Defendants' continuing pattern and practice of discrimination based on race.

32. African-Americans employed with Defendants are also subjected to a racially hostile work environment at Defendants' facilities. The experiences of Plaintiffs are typical. African-Americans are forced to listen to racial slurs, are excluded from full participation in the workplace, are treated with disrespect, unnecessarily monitored, and are exposed to other intimidating tactics. Because the supervisors tacitly or openly approve of such treatment, there is little that can be done by an individual African-American to escape such harassment. This disparate treatment is caused by Defendants' continuing pattern and practice of discrimination based on race.

33. Reports to Defendants of disparate treatment as regards promotion, training, compensation, and hostile work environment go unheeded. Often, such reports are simply ignored or responded to with a form denial. When Defendants do choose to engage in an "investigation," it is done in a cursory fashion. Some African-Americans who raise concerns or file complaints about discrimination are retaliated against by Defendants. Remedial measures allegedly pursued by Defendants are nonexistent or ineffective. In spite of official statements that Defendants support racial diversity, the message clearly communicated to workers is that racial discrimination against African-Americans is standard operating

procedure and will not generally result in disciplinary employment action. Moreover, African-Americans know that they are not perceived by Defendants as persons who are worth training or promoting within Lockheed. The process used to select employees for available positions is subjective. Lockheed handpicks Caucasian candidates for available positions, targets Caucasian individuals for promotions, and, where job postings are utilized, consistently uses them to fill positions with non-African-Americans. Lockheed even writes job postings to match a particular individual's resume or "qualifications" to ensure the selection of that individual. Lockheed also waives qualification criteria in order to select Caucasian applicants for available positions. Moreover, Lockheed utilizes glass ceilings and glass walls to prevent African-Americans from obtaining certain positions.

34. Senior management at Lockheed is well aware that there is a company-wide, continuing pattern and practice of racial discrimination.
35. Findings by the EEOC in this matter reflect the EEOC's investigation and subsequent determination that Defendant LMAS discriminates on the basis of race, has disparate personnel practices for African-Americans, permits a pervasive and company-wide racially hostile work environment, and retaliates against African-American employees and those who complain

about racial discrimination.

36. Defendants' continuing pattern and practice of illegal employment discrimination has persisted for decades and continues to the present date, both as regards Plaintiffs and the Class.
37. Defendants have made representations to Plaintiffs and the Class regarding Defendants' employment policies. They have promulgated affirmative action plans, equal opportunity policies, and other policies stating that employees are to be promoted on the basis of factors such as ability, experience, and past contribution. However, their actual practices have often been completely different than those representations, resulting in Plaintiffs and the Class not being treated according to Defendants' stated policies.
38. Defendants have entered into numerous contracts with the United States government. Pursuant to Executive Order No. 11246, all government contracts, including those with Defendants, are required to and do include the following terms:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer,

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

See 41 C.F.R. § 60-1.4(a)(1). Regardless of this express promise, Defendants have discriminated against Plaintiffs and the Class and have treated them differently because of their race.

39. The work environment Defendants maintain at Lockheed is rampant with hostility toward African-Americans. Specific examples include, but are not limited to, racial slurs, unnecessary monitoring, and verbal harassment.
40. Defendants' continuing pattern and practice of racial discrimination has injured Plaintiffs and the Class in various ways. Defendants' failure to promote Plaintiffs, subjecting them to different terms and conditions of employment, subjecting them to a hostile work environment, and subjecting them to retaliation has, at the very least, cost Plaintiffs significant additional salary and benefits to which they are entitled. Plaintiffs' injuries, however, are not limited to items appearing on a pay stub. The racial discrimination practiced by Defendants has stigmatized Plaintiffs and the Class, devaluing Plaintiffs by telling them they are not worth as much as Caucasians. This has caused Plaintiffs and the Class an immeasurable amount of harm, including physical and emotional pain and suffering.



**B. Named Plaintiffs/Class Representatives**

41. All Class representatives are members of the African-American race.
42. The necessary administrative remedies under federal law have been exhausted for Plaintiffs and the Class. Moreover, the EEOC has issued the necessary Right to Sue Letters on May 9, 2000.
43. Mr. Reid: Mr. Reid, a current employee of Lockheed, is a Product Support Analyst III. During his thirty-seven year tenure at Lockheed, he has been passed over for promotional opportunities in favor of Caucasian employees with fewer qualifications, paid less than similarly situated Caucasian employees, given racially based evaluations, given less favorable job assignments than those assigned to Caucasian employees, denied training opportunities given to Caucasian employees, and harassed, intimidated, and retaliated against for engaging in protected Title VII activities. This disparate treatment is a result of Lockheed's policy and/or continuing pattern and practice of discriminating against its African-American employees. For example, on or about December 1997, Mr. Reid did not receive a merit bonus, but a similarly situated Caucasian was awarded a merit bonus. Also, on or about December 19, 1997, four similarly situated Caucasians in Mr. Reid's department received promotions and corresponding

pay raises, but Mr. Reid did not. Additionally, Mr. Reid was subjected to a racially hostile work environment. His suggestions offered on or about April 1998 for improving work processes were dismissed as an attempt to evade work. Similarly, Mr. Reid's money-saving suggestions were never acknowledged by his Caucasian supervisors. After he filed his initial Charge of Discrimination with the EEOC, he was further harassed, intimidated, and retaliated against by his supervisors, including, but not limited to, being given a low performance evaluation which did not reflect his work performance. As a result of his experiences at Lockheed, Mr. Reid has sought counseling for emotional distress.

44. Ms. Moore: Ms. Moore, a current employee of Lockheed, holds an Electrical Engineering degree from Tuskegee Institute. She has been employed by Lockheed for approximately nine years. Prior to her employment with Lockheed, she worked as a Project Engineer for Hughes in LaGrange, Georgia. On or about December 9, 1998, Ms. Moore, a Product Support Engineer for Lockheed, did not receive her correct pay according to her salary grade level pay. Additionally, Ms. Moore was informed by her supervisor that her pay was in the bottom 25% of the Lockheed Martin Product Support pay scale for engineers. Ms. Moore believes these pay discrepancies to be the result of racial animus. Ms. Moore also was denied the same training

opportunities offered to male Caucasians. She was told there was no budget for job-specific, detailed, systems training; nevertheless, Caucasians were sent away for days at a time for training related specifically to their systems. Ms. Moore also was not allowed to attend various vendor training seminars. She has also been subjected to a severe and pervasive, racially hostile work environment. At various times throughout her employment, including the present, Ms. Moore has been constantly watched and monitored, even though her Caucasian co-workers have not been subjected to this kind of intense, derogatory scrutiny. Her supervisor has given her racially based evaluations, which were not based upon her actual performance during the review period covered in the evaluation. Finally, since Ms. Moore filed her initial Charge of Discrimination with the EEOC, Defendants have retaliated against her by continuing to refuse to correct her pay discrepancies, by laying her off for quite some time without any offer of full-time or part-time placement in other departments, and by continuing to harass and intimidate her.

On or about February 14, 2000, Ms. Moore was rehired by Lockheed. She was not placed back in her previous job assignment on the C-130J, which had included a corporate credit card and travel to Italy. Instead, she, was placed in a less desirable assignment with much less responsibility, an

assignment which was outside her primary areas of expertise.

45. Mr. West: A former employee of Lockheed, Mr. West worked as a Facilities Engineer, Sr. for Lockheed. Mr. West, who worked for Lockheed for approximately six years, has a Bachelor of Science degree in Mechanical Engineering, a Master of Science degree in General Administration, and is currently pursuing a Master of Science degree in Engineering Applications. Prior to his employment with Lockheed, Mr. West was an officer in the Air Force for twelve years. During his tenure with the Air Force, Mr. West approved the projects and financing for Lockheed and three other plants. During his tenure at Lockheed, Mr. West was denied promotional opportunities provided to similarly situated Caucasians, he was paid less than similarly situated Caucasians, and he was given less favorable job assignments than similarly situated Caucasians. Mr. West was denied training provided to Caucasian employees and was subjected to a hostile work environment. He was not given any credit or recognition by Lockheed for his work on an approximately twenty-two million dollar project. A Caucasian employee of Lockheed was given credit and recognition, despite the fact that the project had been managed by Mr. West. Shortly before he was constructively discharged from Lockheed, Mr. West was asked to relinquish his driving pass even though Caucasian employees were not asked to relinquish their pass.

The driving pass was needed by Mr. West in order to travel beyond the main gate and to access other areas of the plant.

As a part of his duties, Mr. West was charged with inspecting projects beyond the gate and showing personnel visiting the plant areas beyond the gate.

46. Mr. Sinkfield: Mr. Sinkfield, a current employee of Lockheed, has been employed with Lockheed for approximately thirty-five years. Mr. Sinkfield has four years of college education and has attended numerous training courses at Lockheed, obtaining various certifications based upon that training. Despite his qualifications and experience, Mr. Sinkfield has never been promoted to the position of manager and has repeatedly been denied that position. On June 15, 1999, he was removed from his position as group supervisor (assistant manager), while Caucasian employees with less qualifications and experience remained. He has received racially based evaluations, endured a hostile work environment, and been subjected to retaliation for exercising his protected Title VII activities.

COUNT I

RACIAL DISCRIMINATION IN VIOLATION OF 42 U.S.C. §§ 1981, et seq.

47. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 46, *supra*.
48. Defendants have discriminated against Plaintiffs and members of the Class in violation of 42 U.S.C. §§ 1981, et seq., by

subjecting them to different treatment on the basis of their race.

49. Defendants have engaged in this discrimination intentionally and/or with malice and/or reckless indifference to the rights of their aggrieved employees.
50. Defendants' conduct has directly and proximately caused Plaintiffs and the Class to suffer damages, including, but not limited to, lost past and future earnings, lost benefits, emotional and physical distress, and pain and suffering, in amounts to be proven at trial.
51. Based on Defendants' conduct as alleged above, punitive damages are appropriate and should be awarded.
52. An award of attorneys' fees is appropriate in this case pursuant to applicable law.

COUNT II  
DISPARATE TREATMENT IN VIOLATION OF  
TITLE VII OF THE CIVIL RIGHTS ACT

53. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 46, *supra*.
54. Defendants have discriminated against Plaintiffs and members of the Class in violation of Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e, et seq., as amended, by the Civil Rights Act of 1991, 42 U.S.C. § 1981a, by subjecting them to different treatment on the basis of their race.
55. Defendants' conduct has directly and proximately caused

Plaintiffs and the Class to suffer damages, including, but not limited to, lost past and future earnings, lost benefits, emotional and physical distress, and pain and suffering, in amounts to be proven at trial.

56. Based on Defendants' conduct as alleged above, punitive damages are appropriate and should be awarded.
57. An award of attorneys' fees is appropriate in this case pursuant to applicable law.

COUNT III  
DISPARATE IMPACT IN VIOLATION OF TITLE VII

58. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 46, *supra*.
59. Defendants' policies and practices for determining compensation, including the use of Defendants' performance evaluation system as a basis for determining compensation, have a disparate impact on African-American salaried employees.
60. Defendants' policies and practices for determining promotions and job transfers, including the use of Defendants' performance evaluation system as a basis for determining advancement, have a disparate impact on African-American salaried employees.
61. Defendants' conduct has directly and proximately caused Plaintiffs and the Class to suffer damages, including, but not limited to, lost past and future earnings, lost benefits,

emotional and physical distress, and pain and suffering, in amounts to be proven at trial.

62. Based on Defendants' conduct as alleged above, punitive damages are appropriate and should be awarded.
63. An award of attorneys' fees is appropriate in this case pursuant to applicable law.

**COUNT IV**  
**BREACH OF CONTRACT**

64. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 46, *supra*.
65. Defendants have entered into numerous contracts with the United States government.
66. Defendants have materially breached their government contracts in discriminating against Plaintiffs and members of the Class.
67. Plaintiffs and members of the Class are intended beneficiaries of the government contracts with Defendants.
68. Defendants' breach of contract has directly and proximately caused Plaintiffs and the Class to suffer damages, including, but not limited to, lost past and future earnings, lost benefits, and consequential damages.

**COUNT V**  
**INJUNCTIVE AND EQUITABLE RELIEF**

69. Plaintiffs reallege and incorporate by reference each and every allegation set forth in paragraphs 1 through 46, *supra*.
70. Plaintiffs and the Class are entitled to injunctive and equitable relief restraining Defendants from illegally



discriminating against Plaintiffs and the Class and providing Plaintiffs and the Class the benefits which they would have received but for the discrimination and unlawful conduct of Defendants.

71. An award of attorneys' fees is appropriate in this case pursuant to applicable law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Class, pray for relief as follows:

- a. A declaration certifying the Class;
- b. An order declaring that Defendants are liable jointly and severally to Plaintiffs and the Class for their discriminatory practices and those of their subsidiaries and predecessors-in-interest to the extent Plaintiffs and the Class were employed by any of them;
- c. Injunctive and equitable relief restraining all Defendants from illegally discriminating against Plaintiffs and the Class and providing Plaintiffs and the Class with the benefits which they would have received but for the illegal discrimination of the Defendants;
- d. Judgment against the Defendants for damages, including, but not limited to, back and front pay, lost fringe benefits, including any lost benefits that would have otherwise been included in the 401(k) pension plans of

- Plaintiffs and the class;
- e. Compensatory damages, emotional distress damages, pain and suffering damages, and punitive damages;
  - f. An award of attorneys' fees;
  - g. All reasonable costs and litigation expenses;
  - h. Prejudgment interest; and
  - i. Such other and further relief as this honorable Court deems just and equitable.

**JURY DEMAND**

Plaintiffs and the Class members request a jury trial on all questions of fact raised by their Complaint.

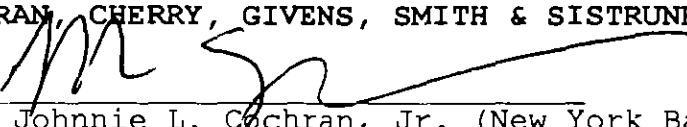
Respectfully submitted,

ALEXANDER & ASSOCIATES

By: 

Josie A. Alexander (Georgia Bar No. 008886)  
1020 Edgewood Avenue, N.E.  
Atlanta, Georgia 30307  
Telephone: (404) 614-0001  
Facsimile: (404) 614-0009

COCHRAN, CHERRY, GIVENS, SMITH & SISTRUNK, P.C.

  
Johnnie L. Cochran, Jr. (New York Bar No. 505500)  
(Pro Hac Vice Application Pending)

By: Hezekiah Sistrunk, Jr. (Georgia Bar No. 649413)

J. Keith Givens (Georgia Bar No. 296270)

Jock Smith (Alabama Bar No. SMI047)  
(Pro Hac Vice Application Pending)

127 Peachtree Street, N.E., Suite 800  
Atlanta, Georgia 30303  
Telephone: (404) 222-9922  
Facsimile: (404) 222-0170

**ORIGINAL**

# United States District Court

NORTHERN

DISTRICT OF GEORGIA

MELVIN REID, VONDA MOORE, JOHNNIE WEST  
AND CLARENCE W. SINKFIELD, individually  
and on behalf of all others similary  
situated,

Plaintiffs,

V.

LOCKHEED MARTIN AERONAUTICS COMPANY,  
formerly, d/b/a  
LOCKHEED MARTIN AERONAUTICAL SYSTEMS,  
and  
LOCKHEED MARTIN CORPORATION,

Defendants.

TO: (Name and address of defendant)

LOCKHEED MARTIN CORPORATION  
6801 Rockledge Drkve  
Bethesda, Maryland 20817

## SUMMONS IN A CIVIL CASE

CASE NUMBER: 1 00-CV-1182

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Josie A. Alexander  
Alexander & Associates  
1020 Edgewood Avenue, N.E.  
Atlanta, Georgia 30307

an answer to the complaint which is herewith served upon you, within Twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**LUTHER D. THOMAS**

CLERK

May 10, 2000

DATE

BY DEPUTY CLERK

**ORIGINAL****United States District Court**

NORTHERN

DISTRICT OF GEORGIA

MELVIN REID, VONDA MOORE, JOHNNIE WEST  
AND CLARENCE W. SINKFIELD, individually  
and on behalf of all others similary  
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V.

LOCKHEED MARTIN AERONAUTICS COMPANY,  
formerly, d/b/a  
LOCKHEED MARTIN AERONAUTICAL SYSTEMS,  
and  
LOCKHEED MARTIN CORPORATION,

Defendants.

TO: (Name and address of defendant)

LOCKHEED MARTIN AERONAUTICS COMPANY,  
formerly d/b/a  
LOCKHEED MARTIN AERONAUTICAL SYSTEMS  
86 South Cobb Drive  
Marietta, Georgia 30063

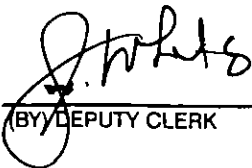
**SUMMONS IN A CIVIL CASE**CASE NUMBER: **1 00-CV-1182****YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Josie A. Alexander  
Alexander & Associates  
1020 Edgewood Avenue, N.E.  
Atlanta, Georgia 30307

an answer to the complaint which is herewith served upon you, within Twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**LUTHER D. THOMAS**

CLERK



(BY) DEPUTY CLERK

May 10, 2000

DATE