

**UNITED STATES DISTRICT COURT OF
MASSACHUSETTS**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

MICHAEL D. RANDOLPH,

Plaintiff-Intervenor,

v.

KEANE, INC.,

Defendant.

Civil Action No. 00-11989 RCL

COMPLAINT TO INTERVENE

AS OF RIGHT AND

JURY DEMAND

INTRODUCTION

1. This is a Complaint brought pursuant to Title VII of the Civil Rights Act of 1964, as amended, codified as 42 U.S.C. § 2000c-(5)(f)(1) and Title I of the Civil Rights Act of 1991, to intervene in a lawsuit filed by the Equal Employment Opportunity Commission before this Court, filed as Civil Action No. 00-11989 RCL. The Plaintiff Intervenor is a former employee of Defendant Keane, Inc. who filed a charge with the Equal Employment Opportunity Commission alleging that he was racially discriminated against in the workplace. Specifically, the Plaintiff Intervenor alleges the following facts:

PARTIES

2. The Plaintiff, United States Equal Employment Opportunity Commission ("EEOC") is the agency of the United States of America charged with the administration, interpretation and enforcement of Title VII, codified at 42 U.S.C. § 2000(e)-(5)(f)(1).

3. The Plaintiff Intervenor, Michael D. Randolph ("Randolph") is an individual whose residence is 2163 Vineyard Way, Smyrna, GA 30082.

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4. The Defendant, Keane, Inc. ("Keane"), is a Massachusetts corporation doing business in the Commonwealth of Massachusetts in the County of Suffolk, and has continuously had at least fifteen employees.

5. At all relevant times, Keane was an employer engaged in industry affecting commerce within the meaning of Section 701(b), (g) and (h) of Title VII, 42 U.S.C. § 2000(e)-(b), (g) and (h).

JURISDICTION

6. This Court has subject matter jurisdiction to allow the Plaintiff Intervenor to join this suit pursuant to Fed.R.Civ.P. 24(a) and 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. The action is authorized pursuant to Section 706(f)(1) and (3) of the Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e)-(5)(f)(1).

7. This Court has personal jurisdiction over this action because the employment practices alleged to be unlawful were committed by a Massachusetts corporation licensed to do business in Massachusetts.

FACTS

8. Plaintiff Intervenor was employed by Keane as a Sales Representative from July 15, 1998 through his date of termination on January 25, 1999. He worked out of its Wayne, Pennsylvania, office during the time that he worked for Keane.

9. While employed at Keane, Randolph was subjected to the following acts of racial discrimination, among others:

- a) On July 17, 1998, two days after he began work for Keane, he noticed the symbol "KKK" on a whiteboard in the office next to his belonging to co-

worker Frank McGee (“McGee”);

- b) On August 19, 1998, Randolph told McGee that the KKK which was still on his board was racially offensive and asked that it be removed. McGee advised Randolph that the symbols would stay on the whiteboard until such time as a manager told him to remove them;
- c) Randolph noticed that the KKK symbol was still on the board on September 5, 1998. Sales Manager Bill McDonnell (“McDonnell”) was present in McGee’s office at this time. Randolph requested to both McDonnell and McGee that the KKK symbol be taken off of the whiteboard. When Randolph was told that he was being oversensitive to the symbol, Randolph suggested that either one K be erased, or that another K be added. McDonnell and McGee chuckled at the suggestion. The KKK symbol remained on the whiteboard.
- d) On September 14, 1998, Randolph was advised that the Hercules Incorporated account was being taken away from him and being given to a Caucasian sales representative. Randolph was incorrectly advised that this Caucasian sales representative who already had more accounts than did Randolph lived in the area. Randolph had worked on this account while he was with his previous employer General Electric and was quite able to continue servicing this account;
- e) On September 18, 1998, Randolph was informed that he was being removed from the GPU Energy (“GPU”) because of his race. He was told that the client did not wish to do business with a black man, that the client was a racist and

that the client had told Keane that Randolph was better suited to work in the inner-city area of Philadelphia rather than the suburbs. Randolph was taken off the GPU account immediately. The GPU account was transferred to a Caucasian sales representative. Randolph requested but was denied any compensation for any revenue coming out of the GPU account subsequent to his removal;

- f) Randolph's earning potential with Keane was being substantially limited at or about this time because the accounts that they were giving him were in or close to the inner-city of Philadelphia because of his race;
- g) On September 19, 1998, Randolph noticed that the KKK symbol was still present on Mr. McGee's board in the neighboring office. Randolph took photographs of this that were developed on the following day;
- h) On September 20, 1998, Randolph wrote a letter to Keane branch manager Gary Raider acknowledging that Randolph had been taken off the GPU account because of the racial concerns expressed by GPU and requested a meeting first thing Monday, September 21, 1998. Raider refused to meet with Randolph. Randolph never received a response to that letter;
- i) Randolph was advised on September 23, 1998 that he was being taken off the \$60 million dollar account for Rhodia, Inc. Keane's sales manager Bill McDonnell previously had numerous requests from Randolph to go in and meet the account. McDonnell never took Randolph to meet anyone involved in the Rhodia account. McDonnell offered Randolph the rationale that McDonnell

had a better relationship with Rhodia's CIO. McDonnell also advised Randolph that McDonnell was setting up a skiing trip with Rhodia's CIO to which Randolph was not invited;

- j) McDonnell repeatedly referred to Randolph as "boy" during a dinner outing with a customer despite Randolph's requests that McDonnell not use that term.
- k) Randolph was informed on November 10, 1998 that another account, Carpenter Technology was being taken away from him. Randolph had worked on this account for five years for other companies for whom he worked;
- l) On the next day, November 11, 1998, Randolph spoke with McDonnell regarding having lost four accounts in less than two months. McDonnell told Randolph that one of the accounts was being taken away from him because Randolph was a black man. Randolph told McDonnell that there is a pattern of racism to which McDonnell had no response;
- m) On the following day, November 12, 1998, the KKK symbol was removed from the whiteboard in McGee's office;

10. On January 11, 1999, Randolph submitted his resignation from Keane to be effective January 25, 1999. Randolph cited various items of racial discrimination in his letter of resignation. Keane never responded to Randolph's claims of racial discrimination submitted in his resignation letter dated January 11, 1999.

COUNT I
(Violation of 42 U.S.C. § 2000e-(a) and 3(a))

11. Plaintiff Intervenor incorporates paragraphs 1 through 10 herein.

12. Plaintiff Intervenor incorporates the allegations of EEOC v. Keane, Inc., C.A. No.00-11989 RCL.

13. The practices of defendant as complained of above had the effect of depriving the Plaintiff Intervenor of equal opportunity and otherwise adversely affected his employment because of his race; the practices were intentional and were done with malice or with reckless indifference to the federally protected rights of the Plaintiff Intervenor.

14. Again, the practices of the Defendant as complained of above caused the Plaintiff Intervenor to experience conscious pain and suffering and other emotional harm.

15. The practice as described above is imputable to Defendant in violative of 42 U.S.C. § 2000e-2(a) and 3(a).

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff Intervenor respectfully requests that this Court:

- a) Issue a judgment in his favor ordering Defendant to provide appropriate backpay with pre-judgment interest, and amounts to be determined at trial, and other affirmative relief necessary to eradicate the effects of Defendant's unlawful employment practices, including relief prayed for by the EEOC;
- b) Issue a judgment in Plaintiff Intervenor's favor ordering Defendant to provide compensation for non-pecuniary losses, including pain, suffering and humiliation in amounts to be determined at trial, and other affirmative relief necessary to eradicate the effects of Defendant's unlawful employment practices including relief prayed for by the EEOC;
- c) Issue a judgment in Plaintiff Intervenor's favor ordering Defendant to provide

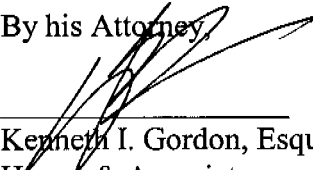
- compensation for past and future pecuniary losses, in amounts to be determined at trial;
- d) To issue a judgment in Plaintiff Intervenor's favor ordering Defendant to pay punitive damages for its malicious and/or reckless conduct in amounts to be determined at trial;
- e) Issue a judgment in Plaintiff Intervenor's favor ordering Defendant to pay the costs of reasonable attorney's fees and expenses as provided by 42 U.S.C. § 2000e-5(f)(1) and (3);
- f) Grant such other relief as this Court deems just.

JURY TRIAL DEMAND

Plaintiff Intervenor requests a jury trial on all questions of fact raised by the Complaint to Intervene.

Respectfully submitted,
MICHAEL RANDOLPH

By his Attorney,



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Dated: November 16, 2000
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