

**BEFORE  
THE PRINCE GEORGE’S COUNTY  
HUMAN RIGHTS COMMISSION**

**IN RE: LASADIE REDDICK**

**Complainant**

**By**

**EXECUTIVE DIRECTOR**

**vs.**

**DC TOURS &  
TRANSPORTATION**

**Respondent**

Human Rights Commission  
Clerk Received  
January 25, 2022

**HRC Case No.: HRC20-0322  
EEOC Case No.: 531-2020-00697**

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**THE OPINION AND ORDER  
OF  
THE PRINCE GEORGE’S COUNTY  
HUMAN RIGHTS COMMISSION**

Under the authority of Article 12 of the Code of Public Local Laws of Maryland, Prince George’s County §2-185 et seq. (2021 Edition, as amended), the Prince George’s County Human Rights Commission (“Commission”) adjudicates the charge of discrimination brought by Complainant LaSadie Reddick against Respondent DC Tours & Transportation for alleged discriminatory retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended.

This matter was called for Public Hearing before a three-member Panel (“Panel”) of the Commission on April 29, 2021, May 6, 2021, May 10, 2021, and June 8, 2021. After hearing all witnesses, the Panel recommended to the full Commission that the Respondent failed to establish a legitimate, non-discriminatory reason for Ms. Reddick’s termination and discriminated against Ms. Reddick in retaliation for her protected activity. The Panel, therefore, recommended: (1) a

finding in favor of Complainant; (2) an award to Complainant of front pay in the amount of \$4,320.00; (3) an award to Complainant of compensatory damages in the amount of \$12,960.00 for emotional distress; (4) an award to Complainant in the amount of \$10,000.00 as punitive damages; and (5) a fine of \$5,000.00 payable by the Respondent to the Prince George’s County Government. As outlined in detail below, the Commission unanimously accepts the recommendation of the Panel.

## **I. FINDINGS OF FACT**

The following Findings of Fact are derived from the Public Hearings convened on April 29, 2021, May 6, 2021, May 10, 2021, and June 8, 2021, including witness testimony and admitted exhibits.

### **A. BACKGROUND**

Complainant LaSadie Reddick (“Complainant” or “Ms. Reddick”) is an individual residing in Washington, D.C., who was hired as a dispatcher by DC Tours & Transportation (“Respondent” or “DC Tours”) in October 2019. *See* Executive Director’s Exhibit (hereafter, cited as “ED Ex.”) 1; *See* Respondent’s Exhibit (hereafter, cited as “RP Ex.”) 26; *See* Reddick Transcript (hereafter, cited as “Reddick Tr.”) vol. 1, 79:18-23, April 29, 2021. The Respondent is located in Bladensburg, Maryland and provides guided tours and transportation around the metropolitan area. *See* Reddick Tr., vol. 1, 80:20-23, April 29, 2021; *See* ED Ex. 4; *See* RP Ex. 30. Mr. Norvel “Lucky” Wood (“Mr. Wood” or “Lucky” or “Owner”) is the owner of DC Tours. *See* Reddick Tr., vol. 1, 30:21-22, April 29, 2021. Ms. Monique Brooks-Wood (“Ms. Brooks-Wood” or “Monique”) is Mr. Wood’s wife. *See* ED Ex. 1; *See* RP Ex. 26; *See* Reddick Transcript vol. 4, 355:7-10, June 8, 2021. Ms. Brooks-Wood also serves as the compliance consultant for the company. *See* Reddick Tr., vol. 1, 28:5-8, April 29, 2021. Mr. Sam Carter (“Mr. Carter” or

“Sam”) was a manager at DC Tours, and also the direct supervisor to Ms. Reddick and Ms. Parris Preston. *See Id.* at 81:3-6; *See Reddick Tr.*, vol. 2, 208:19-20, May 6, 2021; *See Reddick Tr.*, vol. 3, 244:16-23, May 10, 2021. Ms. Frances Wood is Mr. Wood’s mother and the Administrator and HR manager of the company. *See Reddick Tr.*, vol. 3, 311:8-18, 312:2-6, May 10, 2021

In January 2020, Ms. Reddick initiated this action by filing a Charge of Discrimination against the Respondent. *See ED Ex. 1.* Ms. Reddick alleges that the Respondent discriminated against her based on sex. *Id.*; *See Reddick Tr.*, vol. 1, 19:5-10, April 29, 2021. Ms. Reddick further alleges that she was terminated from her position as dispatcher in retaliation for being a witness to a coworker’s sexual harassment complaint. *Id.*

On November 29, 2019, a colleague of mine reported sexual harassment which I witnessed. The colleague and I were questioned by the owner of the company’s wife Monique Brooks-Wood who sometimes deals with HR issues, because there is no official HR within the company. On Monday, December 2, 2019 my coworker and I were supposed to meet with Monique again for another meeting regarding the situation, we were both fired. I was fired for illegal activity because I recorded a few of the instances of sexual harassment.

*ED Ex. 1; See Reddick Tr.*, vol. 1, 91:16-25, 92: 1-3, 94: 6-9, April 29, 2021.

In a letter dated February 4, 2020, the Respondent denied discriminating against Ms. Reddick. *See ED Ex. 2.*; *See RP Ex. 27.* The Respondent contends that Ms. Reddick’s “constant misconduct, unprofessional behavior, and disregard for authority could simply no longer be tolerated” and are the reasons for her termination. *Id.* The Respondent also claims that Ms. Reddick had been verbally reprimanded numerous times during her probationary period and made no efforts to improve her behavior. *Id.*

The Prince George’s County Office of Human Rights found that Ms. Reddick’s claim of discrimination based on sex was without merit. As such, the claim remaining before the

Commission is whether the Respondent discriminated against Ms. Reddick in retaliation for participating in the investigation of a sexual harassment complaint.

## II. ANALYSIS

### A. Applicable Law

Under Prince George's County Code, Subtitle 2, Division 12, Sections 2-185 and 2-231.04, an employer shall not retaliate against any person for filing a complaint, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing under the Subdivision. Under Federal law, in accordance with Title VII of the Civil Rights Act of 1964, it is unlawful for an employer to discriminate against an employee because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing (*42 U. S.C. § 2000e-3(a) (1964)*).

### B. Disparate Treatment

When an employee brings a claim of retaliatory discrimination, there are two different methods of proof. First, a complainant may rely on direct evidence that discrimination motivated the adverse employment decision. *Williams v. Maryland Dep't of Human Res.*, 136 Md. App. 153, 163 (2000). "Evidence is 'direct' . . . when it consists of statements by a decisionmaker that directly reflect the alleged animus and bear squarely on the contested employment decision." *Williams*, 136 Md. App. at 163.

Second, a complainant may establish discrimination by proof of circumstantial evidence under the judicially created scheme established by *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973); *Williams*, 136 Md. App. at 163. Under the *McDonnell Douglas* framework, the complainant must first establish a *prima facie* case of discrimination, which gives rise to a rebuttable presumption of discrimination. *State Comm'n on Human Relations v. Kaydon Ring &*

*Seal, Inc.*, 149 Md. App. 666, 676-77 (2003). If the complainant establishes a *prima facie* case of discrimination, the burden of production shifts to the employer to state a legitimate, non-discriminatory reason for the action complained about. *Id.* at 676. “If the employer meets this burden, the burden shifts back to the employee to prove, by a preponderance of the evidence, that the employer's stated reason for the termination was a pretext.” *Id.* at 676-77.

### **1. Direct Evidence of Discrimination**

In this matter, there is no direct evidence, by witness testimony or admitted exhibits, that Ms. Reddick was terminated from her position as dispatcher with DC Tours because she participated in an investigation involving allegations that her supervisor, Sam Carter, sexually harassed her work colleague, Parris Preston. Therefore, Ms. Reddick’s allegations of retaliation have not been proven using direct evidence.

### **2. Prima Facie Case of Discrimination**

To establish a *prima facie* case of discrimination based on retaliation, a complainant must show: (1) they engaged in a protected activity; (2) the employer took an adverse action against the employee; and (3) the employer’s adverse action was causally connected to the employee’s protected activity. *See Edgewood Mgmt. Corp. v. Jackson*, 212 Md. App. 177, 199 (2013). If a complainant meets this threshold burden of showing this evidence, the burden then shifts to the respondent to offer a non-retaliatory reason for the adverse employment action. *Id.* at 199-200. If the respondent does so, the burden shifts back to the complainant to show that the proffered reasons for the employment action were mere pretext. *Id.* at 200. Pretext might be established by showing weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in the respondent’s proffered legitimate reasons for its actions that a reasonable factfinder could

rationality find them unworthy of credence and hence infer that the respondent did not act for the asserted non-discriminatory reasons. *Id.*

**a) *Protected Activity***

An employee's report of incidents of sexual harassment constitutes protected activity. *Edgewood Mgmt. Corp.*, 212 Md. App. at 202. There is no dispute that Ms. Reddick engaged in a protected activity. The testimony of the Prince George's County Office of Human Rights investigator, Charles Floyd ("Mr. Floyd") indicates that Ms. Preston complained to Ms. Brooks-Wood concerning sexual harassment by her supervisor, Mr. Carter. *See Reddick Tr.*, vol. 1, 26:17-19, April 29, 2021. During the investigation that Mr. Floyd conducted, Ms. Reddick stated that she reported to Ms. Brooks-Wood that she witnessed instances of the sexual harassment. *Id.* at 27:18-25.

18 **MR. VENUTI.** Did you -- over the course of your  
19 investigation, did you learn what Ms. Reddick's role in  
20 the sexual harassment complaint was?

21 **MR. FLOYD.** She was a witness to the allegations that were  
22 made against Sam Carter by Ms. Preston. She wasn't  
23 necessarily exactly the victim of the harassment, but she  
24 was -- but she did say she was a witness to the  
25 allegations.

*Id.*

As such, Ms. Reddick participated in a protected activity.

**b) Adverse Action**

It is also undisputed that Ms. Reddick suffered an adverse employment action. Ms. Reddick testified that DC Tours terminated her from her position. *See Reddick Tr.*, vol. 1, 118:11-14, April 29, 2021.

11 **MS. RADCLIFFE.** Is your testimony, Ms.  
12 Reddick, that you resigned or was your employment

13 involuntarily terminated by the company?

14 **MS. REDDICK.** I was terminated.

*Id.*

Respondent terminated Ms. Reddick, Ms. Preston, and Mr. Carter from their positions with the company. *See* Reddick Tr., vol. 2, 163:16-20, May 6, 2021.

16 **MS. REDDICK.** We  
17 reported it on Friday, and she left us -- Ms. Monique left  
18 us in the office at 4:30, 4:45, after we devised a plan to  
19 get out of there safely away from Mr. Sam. We were fired  
20 on Monday.

*Id.*

**c) Adverse Action Causally Related**

“An employee generally cannot establish that his or her termination was in retaliation for protected conduct if the person responsible for the termination decision was not aware of the protected conduct.” *Lockheed Martin Corp. v. Balderrama*, 227 Md. App. 476, 515 (2016).

Respondent was aware of the Ms. Preston’s sexual harassment complaint and Ms. Reddick’s role in the investigation of the complaint. Ms. Reddick testified that she informed Ms. Brooks-Wood that her colleague, Ms. Preston, was the subject of sexual harassment by a direct supervisor, Mr. Carter. *See* Reddick Tr., vol. 1, 92:1-3, April 29, 2021.

1 **MR. VENUTI.** And what was your role in that complaint?

2 **MS. REDDICK.** Ms. Monique asked me what I saw and what I  
3 heard, and I told her.

*Id.*

Ms. Brooks-Wood prepared a HR Investigation form summarizing the conversation she had with Ms. Reddick. *See* RP Ex. 10; *See* Reddick Tr., vol. 4, 385:14-23, June 8, 2021. In addition, at Ms. Brooks-Wood’s request, Ms. Reddick prepared an email, dated November 29,

2021, which outlined her observations of Mr. Carter's behaviors towards Ms. Preston<sup>1</sup>. *See* ED Ex. 9; *See* RP Ex. 13; *See* Reddick Tr., vol. 4, 393:6-24, June 8, 2021. Ms. Reddick also testified that Ms. Brooks-Wood requested for her to record videos that were made on Ms. Preston's phone and to send those videos to her. *See* ED Ex. 6; *See* Reddick Tr., vol. 1, 122:7-24,123:1-11, April 29, 2021; *See* Reddick Tr., vol. 4, 386:11-25, 387:3-25, June 8, 2021.

7 **MS. REDDICK.** There's a message that he left her. I did not  
8 hear the message. He didn't leave it on my phone. We  
9 were not all connected in the phone group. The message  
10 was left for Parris. Whatever Parris conveyed to Ms.  
11 Monique about the message, I did -- I never heard the  
12 message on Parris' phone. She just told me about it. She  
13 asked me to get the message off of there. We could not  
14 get the message off of that phone. I don't know what was  
15 going on with Parris' phone, but I tried to get the  
16 message and record it on my phone to send it to Monique.  
17 It was not happening.

18 **MS. RADCLIFFE.** And why were you recording?

19 **MS. REDDICK.** Because she wanted to -- Monique wanted to know  
20 what the message entailed or what happened on the message.  
21 But, again, I can't tell you what happened, or I couldn't  
22 tell Monique what happened on the message because he left  
23 it on Parris' cell phone. He was talking to her after  
24 hours.

25 **MS. RADCLIFFE.** So your testimony is that Ms. Monique Brooks  
1 Wood asked you to make a recording of a message that Mr.  
2 Carter left for Ms. Preston?

3 **MS. REDDICK.** She text that to me, yes.

4 **MS. RADCLIFFE.** She texted it to you?

5 **MS. REDDICK.** She said, Lasadie, please record Parris' video  
6 and send it to me; I'm not getting it.

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<sup>1</sup> Ms. Preston also provided Ms. Brooks-Wood with a statement concerning the allegations of sexual harassment. *See* RP Ex. 12; *See* Reddick Tr., vol. 4, 394:11-16, June 8, 2021.



7 **MS. RADCLIFFE.** And why did she even -- what's your  
8 understanding of why she even knew there was a video in  
9 the first place?

10 **MS. REDDICK.** Parris told her that he left a message and she  
11 recorded it.

*See* Reddick Tr., vol. 1, 122:7-24,123:1-11, April 29, 2021; *See* Reddick Tr., vol. 4, 386:11-25,  
387:3-25, June 8, 2021.

In her text message to Ms. Reddick, Ms. Brooks-Wood wrote “[s]end me your taping too please,  
these are serious allegations and must be addressed.” *See* ED Ex. 6. Moreover, Mr. Floyd testified  
that Mr. Wood was also aware of the complaint. *See* Reddick Tr., vol. 1, 30:25, 31:1-5, April 29,  
2021.

25 **MR. VENUTI.** Did you learn when Mr. Wood became aware of the  
1 sexual harassment complaint?

2 **MR. FLOYD.** He stated that he became aware -- he was at a  
3 therapy session or something and he became aware of it.  
4 So that was November the 29th when he said he became  
5 aware.

*Id.*

As such, DC Tour's owner and management were aware of the protected activity.

Although Ms. Brooks-Wood conducted an investigation into the allegations, she never provided  
Ms. Reddick, Ms. Preston, or Mr. Carter her findings. *See* Reddick Tr., vol. 4, 405, 2-6, June 8,  
2021.

2 **MS. RADCLIFFE.** When you met with them, what did you explain to  
3 them about the investigation?

4 **MS. BROOKS-WOOD.** I didn't -- I didn't explain to them the  
5 investigation. I just said that the decision was to  
6 terminate their employment and to shut down the office.

*Id.*

An employee can prove causation by adducing evidence that their “protected activity was a

‘motivating factor’ in an employer's decision to subject [them] to an adverse employment action, not necessarily the controlling factor.” *Taylor v. Giant of Maryland, LLC*, 423 Md. 628, 658.

Temporal proximity between the protected activity and discharge is evidence supporting an inference that the protected activity was the proximate cause of termination. *Edgewood Mgmt. Corp.*, 212 Md. App. at 205.

In this case, DC Tours provided Ms. Reddick with a termination letter indicating that she was terminated from her position with the company because of “consistent improprieties<sup>2</sup> and illegal activity<sup>3</sup> during [her] 90-day Probation Period”. *See* RP Ex. 18.

However, there is evidence that Ms. Reddick’s termination is causally related to her role in the sexual harassment complaint. On Friday, November 29, 2019, Ms. Preston made a formal complaint to the Respondent concerning sexual harassment by her direct supervisor. Ms. Brooks-Wood, the owner’s wife and company’s compliance consultant, asked Ms. Reddick to provide a written witness statement as well as video recordings that supported Ms. Preston’s allegations. The same day, Ms. Brooks-Wood requested to meet with both, Ms. Reddick and Ms. Preston. Ms. Brooks-Wood interviewed Ms. Reddick, Ms. Preston, Mr. Carter, and spoke with Mr. Wood as part of her investigation. *See* Reddick Tr., vol. 4, 384:6-8, June 8, 2021. The following business day, Monday, December 2, 2019, DC Tours terminated Ms. Reddick, Ms. Preston, and Mr. Carter.

Ms. Brooks-Wood testified that “Lasadie was already going to be let go within the 90 days”. *See Id.* at 401:9-10, June 8, 2021. She further testified that the sexual harassment complaint had nothing to do with Ms. Reddick’s termination. *See Id.* 407:10-14. Mr. Carter also testified that

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<sup>2</sup> Ms. Brooks-Wood testified that the consistent improprieties consisted of Ms. Reddick’s “lateness” and “unprofessionalism”. *See* Reddick Tr., vol. 4, 407: 3-6, June 8, 2021.

<sup>3</sup> Ms. Brooks-Wood testified that the illegal activity consisted of the recordings Ms. Reddick made because “[i]t’s against the law in Maryland to record someone without them knowing.” *See* Reddick Tr., vol. 4, 406:20-25, 407: 1-2, June 8, 2021.

he had discussions with the owner about terminating Ms. Reddick and Ms. Preston because of poor performance well before Ms. Preston made the sexual harassment complaint. *See* Reddick Tr., vol. 3, 283:17-25-286:1-2, May 10, 2021. However, Mr. Carter further testified that the final decision to terminate Ms. Reddick and Ms. Preston was made after the allegation of sexual harassment. *Id.*

17 **COMMISSIONER GREEN:** Were you ever privy to any  
18 discussions amongst the owners about terminating  
19 Ms. Preston or Ms. Reddick?

20 **MR. CARTER:** Mr. Woods and myself discussed  
21 this on several occasions, that we might as well just go  
22 ahead and replace them, might as well -- instead of  
23 beating a dead horse, and I guess as that one email  
24 said, get ahead of the game, not letting it prolong,  
25 because there was no progress going forward, so we  
1 needed to make it happen.

2 **COMMISSIONER GREEN:** And do you recall when the  
3 final decision to terminate was made? Were you privy to  
4 those discussions?

5 **MR. CARTER:** That final decision was made  
6 during this process of the claim that was placed against  
7 myself and I guess by them knowing that they had  
8 recorded me, because I wasn't aware until they told me I  
9 was recorded.

10 **COMMISSIONER GREEN:** Okay. Just a second,  
11 please.  
12 (Pause in the proceedings.)

13 **COMMISSIONER GREEN:** Did the discussion to  
14 terminate Ms. Preston and Ms. Reddick begin before or  
15 after you received the email from the owners stating  
16 that they were going to be closing up the front office  
17 operations?

18 **MR. CARTER:** That was before. That was way  
19 before that was even put out.

20 **COMMISSIONER GREEN:** Was the decision to -- I'm  
21 sorry, go on.

22 **MR. CARTER:** Like I stated, the decision that  
23 they weren't working out was made earlier when things  
24 weren't being productive.

25 **COMMISSIONER GREEN:** Okay. The final decision  
1 to terminate, was that before or after the email that  
2 you are referring to?

3 **MR. CARTER:** The final decision to terminate  
4 was made when -- I know I was gone, I'd left, so I  
5 assume that they were gone as well.

6 **COMMISSIONER GREEN:** I'm sorry. You were gone  
7 or you left?

8 **MR. CARTER:** I left the office -- when I left  
9 the office, they were still at the office.

10 **COMMISSIONER GREEN:** You mean physically during  
11 the day, not any --

12 **MR. CARTER:** No, physically for employment.

13 **COMMISSIONER GREEN:** Okay. So you left  
14 employment before they did? Is that what I understand  
15 you to be saying?

16 **MR. CARTER:** Well, I don't know when they were  
17 terminated. Like I stated, after the accusations, that  
18 Monday, I left the building before any of them did. So  
19 I don't know what the outcome was or what the decision  
20 was after that.

21 **COMMISSIONER GREEN:** Okay. So when you returned  
22 to the office, they --

23 **MR. CARTER:** I never returned. I never  
24 returned back to the office.

25 **COMMISSIONER GREEN:** You never returned either.

1 **THE WITNESS:** That's correct.

2 **COMMISSIONER GREEN:** Okay. Thank you very much.

*Id.*

The dates of Ms. Preston's complaint against Mr. Carter and Ms. Reddick's participation in the investigation of the complaint have temporal proximity to the date of their terminations. This evidence supports an inference that Ms. Reddick's protected activity was the proximate cause of her termination.

### **3. Legitimate, Non-Retaliatory Reason for Termination**

Ms. Reddick has proven a *prima facie* case of retaliation. The burden now shifts to the Respondent to state a legitimate, non-retaliatory reason for Ms. Reddick's termination from the dispatcher position. DC Tours asserts several reasons for Ms. Reddick's termination, *inter alia*, Ms. Reddick's job performance and the company's failing business. The Commission does not find either of these reasons to be convincing.

#### ***a) Ms. Reddick's Job Performance***

The Respondent presented evidence through witness testimony and admitted exhibits that Ms. Reddick's termination was because of poor performance in her role as a dispatcher and not for any retaliatory reason. *See* ED Ex. 2; RP Ex. 27. Respondent asserts that Ms. Reddick was terminated because of "her constant misconduct, unprofessional behavior, and disregard for authority". *Id.* Respondent also argues that Ms. Reddick had been verbally reprimanded numerous times during this probationary period and made no efforts to improve her behavior. *Id.*

Respondent's witnesses testified about examples of Ms. Reddick's poor performance and unprofessional behavior. For example, Mr. Carter testified that Ms. Reddick's work hours were 8:00 am to 4:00 pm, but because Ms. Reddick had difficulty getting to work on time, her work hours were adjusted to 8:30 am to 4:30 pm. *See* Reddick Tr., vol. 2, 216:15-25, 217:1-3, May 6, 2021. He further testified that after Ms. Reddick and Ms. Preston had been in their dispatcher roles for a few weeks, he received negative feedback from Mr. Wood regarding their performance. *Id.*

at 219:8-19. According to Mr. Carter, DC Tours had policies and procedures regarding job duties that were available to the dispatchers to assist them with doing their jobs well. *Id.* at 218:20-23.

Mr. Carter testified, however, that Ms. Reddick “never really fully got a grasp of the operation.”

*Id.* at 217:11-15.

4 **MS. RADCLIFFE.** What efforts did you make, Mr. Carter, to help  
5 -- well, let me just ask, was the performance of one  
6 dispatcher stronger than the performance of the other, or  
7 were they both struggling?

8 **MR. CARTER.** They both were struggling, but one performance  
9 was a little better, could kind of get a little bit of  
10 information, but I would still review it and be able to do  
11 some changes or corrections on it, and that was Ms.  
12 Preston -- was able to do some of the information and  
13 comprehend the boards better. But Ms. Reddick didn't  
14 reach to the point of being able to get to the same level.

*Id.* at 220: 4-14.

Mr. Carter testified that he also counseled Ms. Reddick about wearing appropriate shoes to work. *Id.* at 222:12-25; 223:1-3. In addition to wearing inappropriate shoes, Mr. Carter testified that he observed Ms. Reddick speaking to customers in an unprofessional manner; like she had an “attitude”. *Id.* at 223:4-10. Mr. Carter admitted that he never took any written<sup>4</sup> corrective actions with Ms. Reddick. *Id.* at 223:11-24, *See* Reddick Tr., vol. 3, 281:6-17, May 10, 2021. Rather, he verbally addressed Ms. Reddick's conduct and also showed her how to improve by modeling acceptable behavior. *See* Reddick Tr., vol. 2, 223:11-24, May 6, 2021; *See* Reddick Tr., vol. 3, 272:20-22, May 10, 2021. He testified, however, that he did inform the owner of his observations about Ms. Reddick throughout her employment with DC Tours. *See* Reddick Tr., vol. 3, 278: 22-25, 279-280, May 10, 2021.

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<sup>4</sup> Ms. Brooks-Wood testified that to her knowledge, Ms. Reddick never received a written discipline. *See* Reddick Tr., vol. 4, 412: 3-6, June 8, 2021.

Ms. Erica Jenkins, former fleet manager and current shuttle driver with DC Tours, testified that she worked often with the dispatchers to coordinate jobs. *Id.* at 289:5-9. She described Ms. Reddick as “very hostile” and someone who made her work environment “very difficult”. *See Id.* at 290:14-15. Ms. Jenkins further testified that she notified Mr. Wood, via telephone, of the behaviors and also made a formal written<sup>5</sup> complaint about her concerns regarding the hostile work environment. *Id.* at 292-294; *See* RD Ex. 4. According to Ms. Jenkins, Mr. Wood directed her to “start pulling resumes”. *Id.* at 293:15-24. She testified that she understood the resumes were being pulled to replace the two dispatchers. *Id.* Similar to Ms. Jenkins’ testimony, Mr. Carter also testified that Mr. Wood communicated with him about directing Ms. Preston to obtain additional resumes for the dispatcher position. *See Id.* at 246:16-25, 247:1-25.

Consistent with Mr. Carter’s testimony, Ms. Brooks-Wood testified that Mr. Wood complained to her about Ms. Reddick’s unprofessional behavior. *See* Reddick Tr., vol. 4, 366:16-25, 367:1-25, June 8, 2021. She specifically testified that “he [would] definitely rant with managers about it more often than he would communicate with the actual employee.” *Id.* at 367:21-25. According to Ms. Brooks-Wood, she was aware of two instances when Mr. Wood counseled Ms. Reddick directly about his concerns with her behavior at work. *Id.* at 368: 1-6. One such instance included Ms. Jenkins’ complaints about a hostile work environment. *Id.* at 368: 7-9. However, Ms. Brooks-Wood was not aware of any subsequent instances when Mr. Wood reprimanded Ms. Reddick about her behavior at work. *See Id.* at 373:2-9.

2 **MS. RADCLIFFE.** So was there -- were there any other instances  
3 besides this that you’re aware of that Mr. Wood  
4 reprimanded or counseled Ms. Reddick about inappropriate  
5 behavior?

6 **MS. BROOKS-WOOD.** After he received the complaint from Erika, his  
7 manager at the time.

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<sup>5</sup> The letter to Mr. Wood is undated but references November 11, 2019 as the start of the problems with Ms. Reddick.

8 **MS. RADCLIFFE.** And –

9 **MS. BROOKS-WOOD.** That was it.

*Id.*

Nonetheless, Ms. Brooks-Wood testified that the evening Mr. Wood reprimanded Ms. Reddick about her behaviors toward Ms. Jenkins, Mr. Wood stated that “Reddick has to go.” *See Id.* at 373:23-25.

As part of his investigation, Mr. Floyd testified that he requested a copy of Ms. Reddick’s personnel file, to include any disciplinary and termination documents. *See Reddick Tr.*, vol. 1, 24-25, April 29, 2021; *See RP Ex.* 29. However, the Respondent did not provide Mr. Floyd with any disciplinary or termination documents regarding Ms. Reddick. *See Id.* 25:1-2. Additionally, when Mr. Floyd asked Ms. Reddick if she had ever received any written discipline from the Respondent, Ms. Reddick indicated that she had never received written discipline or verbal counseling from DC Tours. *See Id.* at 25-26, 84:6-19.

13 **MR. VENUTI.** What did Ms. Reddick convey to you generally  
14 during that interview?

15 **MR. FLOYD.** She conveyed her story -- her allegations about  
16 the alleged sexual harassment that she witnessed from --  
17 that she witnessed for her co-worker. She discussed how  
18 she was terminated. She discussed dealing with Mr. Wood  
19 and Ms. Brooks-Wood and their relationship. She discussed  
20 those things. She discussed how she had never received a  
21 written write-up or anything like that.

22 **MR. VENUTI.** So she -- you testified that she never received  
23 any type of written discipline?

24 **MR. FLOYD.** Yes, never received any.

25 **MR. VENUTI.** And then did she -- over the course of your  
1 investigation, did you learn whether Ms. Reddick ever  
2 received any type of written performance evaluation?



3 **MR. FLOYD.** No. There was a document provided to me, it  
4 might be this one that's up, the current exhibit, if her  
5 name is on there, that says she received a written  
6 counseling on -- a written counseling on November 26th,  
7 2019, but then on the interviews with Mr. Wood and Ms.  
8 Brooks-Wood, they stated that they never wrote her up.  
9 And I was never produced any November 26th write-up.

10 **MR. VENUTI.** Okay. So those statements were inconsistent,  
11 you would say?

12 **MR. FLOYD.** Yes.

*Id.*

Contrary to the Respondent's witness' testimonies, Ms. Reddick testified that she was never late to work, and that she was she never counseled or reprimanded for being late to work, inappropriate conduct, speaking inappropriately to customers on the phone, or for not adhering to the company's dress code. *See Id.* at 127:21-25;128-129. Nevertheless, the common law rule, applicable in Maryland, is that an at will employment contract can be legally terminated at the pleasure of either party at any time. *See Molesworth v. Brandon*, 341 Md. 621, 228-229 (1995). Despite this, and despite the testimonies of Ms. Reddick's poor performance and behavioral concerns, DC Tours did not terminate Ms. Reddick until after her participation in the investigation of Ms. Preston's sexual harassment complaint. Moreover, Mr. Carter testified that he never told Ms. Reddick or Ms. Preston that their employment would be terminated if they did not improve their performance. *See Reddick Tr.*, vol. 3, 260: 8-13, May 10, 2021.

Furthermore, Mr. Carter testified that Ms. Reddick "never really fully got a grasp of the operation", but not only was Ms. Reddick not terminated, she was given the opportunity to work beyond her role of dispatcher by interviewing drivers. *See Reddick Tr.*, vol. 2, 225:16-25, 226: 1-13, May 6, 2021. And Mr. Carter admitted that he considered interviewing new drivers a duty

above the duties of a dispatcher. *See* Reddick Tr., vol. 3, 270:13-25, 271-272:1-6.

Except for witness testimony, there is no record of disciplinary actions, counseling or verbal warnings for Ms. Reddick that support DC Tours' allegations that she was a poor performer who, given several opportunities at improving her time and attendance, disposition with clients, and overall professional demeanor, failed to do so. Mr. Wood's emails to Mr. Carter and Ms. Preston seeking resumes for dispatchers could reflect Respondent's decision that Ms. Reddick should not be retained for the duration of her probationary period because of poor work performance, on-going failure to demonstrate that she could engage with management, co-workers and customers in a professional manner. However, it is also plausible that Mr. Wood requested the resumes to hire an additional dispatcher since Mr. Carter testified, as explained below, that the on-demand operation was profitable and growing. As neither Ms. Preston nor Mr. Wood appeared as witnesses during these proceedings to testify about the context around the request for resumes, the Panel finds that the Respondent's recruitment efforts were not shown to be a necessary response for Ms. Reddick's work performance and the decision to terminate her employment.

***b) The End of the On-Demand Operation***

The Respondent presented evidence through witness testimony that Ms. Reddick's termination was a result of Mr. Wood terminating the on-demand operations of the business. However, DC Tours has offered conflicting reasons as to why the on-demand operation was terminated. On one hand, the Respondent asserts that once Mr. Carter was terminated, there was no manager to run the on-demand operation, precipitating the need to shut down the unit, leaving no need for dispatchers. On the other hand, DC Tours asserts that the on-demand operations ended because it was not profitable for the company, leaving no need for a manager or dispatchers.

**i. Termination of Sam Carter**

Mr. Carter's role was to hire and manage personnel, including the dispatchers. *See* Reddick Tr., vol. 2, 209:9-16; 210:5-17; 211:13-15. He also assisted Mr. Wood in developing the on-demand service of the business. *See Id.* In their testimonies, the Respondent's witnesses gave conflicting answers concerning the reason for Mr. Carter's termination. Mr. Carter testified that his termination was due to the sexual harassment allegations against him. *See* Reddick Tr., vol. 3, 267:6-13.

6 **MS. RADCLIFFE.** How did you find out your employment was being  
7 terminated?

8 **MR. CARTER.** That Friday<sup>6</sup>. Well, actually, that Friday when  
9 it happened, we came in Monday and decided, due to the  
10 nature of I guess that sexual harassment charge and all  
11 the other things that was going on, it was best to just  
12 go ahead and close the front office right then and  
13 there, at that moment.

*Id.*

Ms. Frances Wood testified that she was not sure why Mr. Carter was terminated but that it was her understanding that he was terminated "because somebody filed a complaint against him". *See Id.* at 326:18-25. Yet, Ms. Brooks-Wood testified that the allegations of sexual harassment had no merit, and Mr. Carter was terminated for failing to effectively manage the dispatchers. *See* Reddick Tr., vol. 4, 396:4-9, 399:4-11, 400-401, June 8, 2021. Specifically, DC Tours claims Mr. Carter allowed Ms. Preston and Ms. Reddick to behave in a less than professional manner without accountability for the duration of their employment. *See Id.* at 384:15-25, 385:1-2; 399:12-25; *See* RP Ex. 22. According to Ms. Brooks-Wood, Mr. Wood was so enraged about the manner

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<sup>6</sup> Ms. Brooks-Wood testified that Mr. Carter's last day of employment was December 2, 2019. *See* Reddick Tr., vol. 4, 428: 7-16, June 8, 2021.

in which Mr. Carter managed the dispatchers that Mr. Wood was fine with letting the entire on-demand operation shut down because Mr. Carter's termination would leave no manager to manage the operation. *See* Reddick Tr., vol. 4, 402:12-16, June 8, 2021.

12 **MS. BROOKS-WOOD.** I said to Lucky -- he was upset with Sam. I  
13 said, Lucky, listen, if Sam goes, the whole project falls  
14 apart. He said, well, then that's it, then. I'm shutting  
15 down the project, then. He said, that's it, let them all  
16 go. He said, that's it, forget about it.

*Id.*

The reason for Mr. Carter's termination is important because it helps to ascertain whether DC Tours' explanation for Ms. Reddick's termination is legitimate and non-discriminatory<sup>7</sup>. However, based on the conflicting testimonies, the Panel is not able to ascertain whether Mr. Carter was terminated because of the sexual harassment complaint or because of his mismanagement of the on-demand operation. *See* Reddick Tr., vol. 4, 396:4-9, 399:4-11, 400-401, June 8, 2021.

## ii. Failing Business Venture

DC Tours also contends that the termination of all three employees reflects the company's failing on-demand business venture for which Mr. Carter was hired as a supervisor and Ms. Reddick was hired as a dispatcher. DC Tours asserts that it determined well before Ms. Preston's complaint that the on-demand business venture was not sustainable, and that Mr. Wood decided he would close the operation. Mr. Carter testified that an office-wide memorandum<sup>8</sup> went out regarding the Owner's decision to close the front office. *See* Reddick Tr., vol. 3, 266:23-25, 267:

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<sup>7</sup> Ms. Frances Wood testified that Ms. Reddick's job went away because after terminating Mr. Carter, there was no one to manage the operation. *See* Reddick Tr., vol. 3, 322:19-25, 323:1-3, May 10, 2021.

<sup>8</sup> Ms. Jenkins testified that she did not receive a memo notifying the employees of the decision to close the front office operation of the business. *See* Reddick Tr., vol. 3, 308:6-14, 309:11-16, May 10, 2021.

1-5, 282:15-25 May 10, 2021. Yet, there was no evidence produced to support that a memo exists, that the memo was circulated company-wide, or that the business operation was not profitable<sup>9</sup>.

In fact, DC Tours offered witness testimony that some weeks prior to Ms. Preston's complaint, Mr. Wood asked Ms. Preston to begin the preliminary task of obtaining resumes to find another dispatcher. *See* RP Ex. 7. If DC Tours intended to replace Ms. Reddick as dispatcher, then the company contradicts its own defense that all three terminations were based on a desire to shut down an unsuccessful business.

Moreover, Mr. Carter testified that the on-demand operation was profitable, and the Respondent had purchased additional vehicles for that part of the business. *See* Reddick Tr., vol. 3, 266:4-18, 274:3-6, May 10, 2021.

4 **MS. RADCLIFFE.** Mr. Carter, what was your understanding of how  
5 profitable on-demand operations were while you were in  
6 charge of that office?

7 **MR. CARTER.** To my understanding, knowing transportation,  
8 they could have been very profitable. We were even  
9 looking into purchasing more vehicles, for having  
10 additional vehicles just for that part of the business,  
11 and we were already looking forward to expanding into  
12 other projects as well beyond just the on-demand.

13 **MS. RADCLIFFE.** At the time that your employment with the  
14 company ended, had that business been profitable, the  
15 on-demand?

16 **MR. CARTER.** Yes, it had started. Yes, it was profitable,  
17 because we had even purchased a couple of more vehicles  
18 during that time period.

*Id.*

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<sup>9</sup> In the absence of direct testimony from Mr. Wood, DC Tours produced no financial records, projection data, etc. or offered any evidence besides third hand testimony of Mr. Wood's opinion of the venture as failing.

Mr. Floyd testified that, during his investigation, Mr. Wood never discussed the financial success of DC Tours. *See* Reddick Tr., vol. 1, 31:6-25, 32, April 29, 2021. He further testified that if Mr. Wood had disclosed that the decision to shut down the on-demand operation was the reason for Ms. Reddick's termination, he would have requested that Mr. Wood provide him with financial records. *Id.*

Nonetheless, Ms. Brooks-Wood testified that the sexual harassment investigation and the text message<sup>10</sup> Ms. Preston inadvertently sent to Ms. Brooks-Wood are the reasons for the termination of the on-demand operation. *See* Reddick Tr., vol. 4, 416:17-25, 417:1-9, June 8, 2021.

17 **MR. VENUTI.** So does this -- this email on November 26th is  
18 requesting additional resumes.

19 **MS. BROOKS-WOOD.** Yes, and the fact that he got no response.

20 **MR. VENUTI.** And so then, what, five days later he's  
21 terminating people and closing down the department?

22 **MS. BROOKS-WOOD.** Well, it's not people. The investigation with  
23 Sam and Parris, I mean, and the threat, sir, was enough to  
24 close down a department. Your manager is telling you he's  
25 not doing what he's supposed to do, and he wasn't doing  
1 what he was supposed to do.

2 **MR. VENUTI.** So -- but it was in those five days he's going  
3 from requesting resumes, correct, to now shutting down the  
4 department?

5 **MS. BROOKS-WOOD.** No, sir. That wasn't the first day he requested  
6 a resume, like I said.

7 **MR. VENUTI.** But he's still requesting them, right?

8 **MS. BROOKS-WOOD.** Yeah, and then he's ranting saying, I sent this  
9 request and I still have no response.

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<sup>10</sup> Ms. Preston inadvertently sent a text message to Ms. Brooks-Wood stating "where she at. [i]m trying to get this shit poppin and put egg on Lucky face". RP Ex. 11.

*Id.*

Ms. Brooks-Wood further testified that Mr. Wood executed on his decision to shut down the on-demand operation the Sunday after the investigation. *Id.* at 403:12-22. Although Mr. Wood was not presented as a witness in the proceedings, he was interviewed by the investigator, Mr. Floyd. Mr. Floyd testified that Mr. Wood did not disclose to him that he planned to terminate Ms. Reddick after her 90-day probationary period. *See Reddick Tr.*, vol. 1, 44:21-25;45:1-14, April 29, 2021.

21 **MS. RADCLIFFE.** When you spoke to the folks at D.C. Tours, Mr.  
22 Wood and Ms. Brooks-Wood, they told you that they were  
23 going to take disciplinary action against Ms. Reddick, and  
24 this was one of the reasons why. Is that right?

25 **MR. FLOYD.** They told me they were going to take  
1 disciplinary action?

2 **MS. RADCLIFFE.** That they were going to let her go at the end of  
3 her period -- probationary.

4 **MR. FLOYD.** No, no. They didn't say they were going to let  
5 her go at the end of her period. They pointed fingers at  
6 each other. Mr. Wood said it was Ms. Brooks-Wood; Ms.  
7 Brooks-Wood said it was the attorney; there was nothing  
8 saying they were letting them go prior to their 90 days  
9 being up. What I remember, it was Mr. Wood said that Ms.  
10 Brooks-Wood informed him just to go ahead and clear out  
11 the entire front office after the complaint was made, and  
12 Ms. Brooks-Wood said it was the advice of their attorney  
13 to clear out the front office after the complaint was made  
14 because they were on the 90-day probation anyway.

*Id.*

### III. CONCLUSION

The testimonies offered by the parties lead to a conclusion that the Respondent's decision to abruptly shut down the on-demand business and terminate Mr. Carter, Ms. Preston, and Ms. Reddick was fraught with inconsistencies. Even if Respondent's claims about its business operation and employees' failings are true, the question before the Panel is whether Ms. Reddick's participation in an investigation of sexual harassment in the workplace was the "but for" cause of her termination on December 2, 2019.

Here, we find that the Respondent failed to produce any evidence that either dispatcher was formally reprimanded for poor performance at any point during their employment with the company. Ms. Reddick's alleged poor performance and poor behavior, which was reported by Ms. Jenkins as creating a hostile work environment, predate Ms. Reddick's participation in the sexual harassment investigation by several weeks. Theoretically, Ms. Reddick could have been terminated at any time, for any reason. Yet, the last known act of which we are aware is the report she made to Ms. Brooks-Wood concerning the sexual harassment allegation against Mr. Carter.

Further, while the Respondent contends that Ms. Reddick's "constant misconduct, unprofessional behavior, and disregard for authority could simply no longer be tolerated", Mr. Carter testified that the final decision to terminate the dispatchers was not made until December 2, 2019. As such, the various reasons given for Ms. Reddick's termination are a mere pretext for retaliation. Respondent's witness testimony and the accelerated decision (over the weekend) to terminate Ms. Reddick, showed that the company failed to articulate a legitimate, nondiscriminatory reason for its decision to terminate Ms. Reddick. Accordingly, we find that the Complainant was terminated in retaliation for her participation in the investigation of a sexual harassment complaint.



## **A. DAMAGES**

Having found that the Complainant was terminated in retaliation for her participation in the investigation of a sexual harassment complaint, the Commission now determines the relief to be afforded to Ms. Reddick. Under Title VII, successful plaintiffs may recover back pay, front pay, compensatory damages, punitive damages, attorney's fees, and costs. *See* 42 U.S.C. § 1981a(a)(1), b; 42 U.S.C. § 2000e-5(g). Under Maryland's Fair Employment Practices Act ("FEPA"), successful plaintiffs may be able to recover back pay, front pay, compensatory damages, punitive damages, attorney's fees, and costs. *See* Md. Code Ann., State Gov't § 20-1009(b). Under Prince George's County Code, the Commission is empowered to impose a civil fine not to exceed Ten Thousand Dollars (\$10,000.00). PRINCE GEORGE'S COUNTY, MD., CODE OF ORDINANCES, Subtitle 2, Division 12, Subdivision 1, §2-195.01(b) (2021).

### **1. Front Pay**

Front pay is "simply money awarded for lost compensation during the period between judgment and reinstatement or in lieu of reinstatement." *Pollard v. E. I. du Pont de Nemours & Co.*, 532 U.S. 843, 846 (2001). "In cases in which reinstatement is not viable because of continuing hostility between the plaintiff and the employer or its workers, or because of psychological injuries suffered by the plaintiff as a result of the discrimination, courts have ordered front pay as a substitute for reinstatement." *Id.* Based on the negative relationship between the owner and the dispatchers and the owner's feeling that the dispatchers were making "direct threats" to him, it is likely that there would have been a continued hostility between the parties which support an argument for an award of front pay, rather than reinstatement.

"The Fourth Circuit has not specifically enumerated a list of factors to consider in deciding to award front pay. Other courts have considered the plaintiff's prospects of obtaining comparable

employment; the time period of the award; whether the plaintiff intended to work; and whether liquidated damages have been awarded.” *Ford v. Rigidply Rafters*, 984 F. Supp. 386, 392 (D. Md. 1997) (citing *Downes v. Volkswagen of America, Inc.*, 41 F.3d 1132, 1141 (7th Cir. 1994))).

The following factors may assist the court in calculating a front pay award: (1) the plaintiff’s age, (2) the length of time the plaintiff was employed by the defendant employer, (3) the likelihood the employment would have continued absent the discrimination, (4) the length of time it will take the plaintiff, using reasonable effort, to secure comparable employment, (5) the plaintiff’s work and life expectancy, (6) the plaintiff’s status as an at-will-employee, (7) the length of time other employees typically held the position lost, (8) the plaintiff’s ability to work, (9) the plaintiff’s ability to work for the defendant-employer, (10) the employee’s efforts to mitigate damages, (11) the amount of any liquidated or punitive damage award made to the plaintiff. *Ogden v. Wax Works, Inc.*, 29 F. Supp. 2d 1003, 1005 (N.D. Iowa 1998) (collecting cases from various circuit courts of appeals). Expert witness testimony can be used to establish front pay. *See Smith v. Springs Indus., Inc.*, Nos. 90-1716, 90-1783, 1991 U.S. App. LEXIS 27221, at \*12 (4th Cir. Nov. 20, 1991).

Before awarding front pay, a court must consider whether the plaintiff made reasonable efforts to mitigate damages by finding other work. *See Ford Motor Co. v. EEOC*, 458 U.S. 219, 233-234 (1982). Reasonable efforts to mitigate could include enrolling in school while continuing to seek employment, or accepting lower-paying employment. *Id.* If the plaintiff did not make reasonable efforts to mitigate, the court should not award front pay. *Id.*

There was no testimony regarding Ms. Reddick’s age. Mr. Wood never disclosed to the investigator for the Office of Human Rights that the decision to shut down the on-demand operation was the reason for Ms. Reddick’s termination. Mr. Wood also did not provide the

investigator with financial records to indicate that the business was failing. Therefore, the Commission finds it reasonable to project that the business would have existed for at least the balance of Ms. Reddick's probationary period. Considering the company's failure to terminate Ms. Reddick prior to her participation in the sexual harassment complaint, the Commission finds it reasonable that she would have otherwise remained employed for the entire 90-day period. Ms. Reddick testified that she earned \$18/hr. while employed with DC Tours. At the time of the Public Hearings, she was not currently employed, but she testified that after being terminated from DC Tours, she worked part time at Metro Points Hotel for 2 months at \$13.85/hr., part time at Safeway for 4-5 months at \$17/hr., and fulltime at Shred It for 2-3 months at \$22/hr. Therefore, she attempted to mitigate damages.

The Commission does not find the part time jobs Ms. Reddick held after her termination from DC Tours comparable to her position and earnings as a dispatcher while at DC Tours. Therefore, we have not assumed those earnings in our calculation for front pay. At the time of Ms. Reddick's termination, she was approximately 6 weeks from the end of her probationary period. Therefore, the Commission awards Ms. Reddick front pay in the amount of \$4,320.00.

## **2. Compensatory Damages for Emotional Distress**

Compensatory damages include both pecuniary (e.g., out-of-pocket expenses such as increased commuting and living expenses) and nonpecuniary losses (e.g., "future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other nonpecuniary losses"). 42 U.S.C. § 1981a(b)(3). Neither back pay nor front pay are elements of compensatory damages under 42 U.S.C. § 1981a. *See* 42 U.S.C. § 1981a(b)(2). Emotional distress can be a component of compensatory damages. "[A] plaintiff's testimony, standing alone,

can support an award of compensatory damages for emotional distress.” *Bryant v. Aiken Reg’l Med. Ctrs., Inc.*, 333 F.3d 536, 546 (4th Cir. 2003). Such testimony must “establish that the plaintiff suffered demonstrable emotional distress, which must be sufficiently articulated” and cannot rely “conclusory statements that the plaintiff suffered emotional distress” or the mere fact that the plaintiff was wronged. *Price v. City of Charlotte*, 93 F.3d 1241, 1251 (4th Cir. 1996).

Ms. Reddick’s termination was abrupt as she had not received any formal reprimands that would have indicated to her that her job was at risk of termination. The Commission notes that the termination occurred just after the first of the month, when housing expenses are normally due, as well as near the holiday season. Ms. Reddick testified about the emotional distress she felt from being “stripped from stability”, not being able to put food on the table, and being “left with nothing”. Ms. Reddick also testified that she sent her children away for the Christmas holiday because she was too ashamed to tell them that she could not provide for them this holiday season. Therefore, the Commission awards Ms. Reddick compensatory damages for emotional distress in the amount of \$12,960.00.

### **3. Punitive Damages**

Punitive damages are available under FEPA. However, unlike under Title VII, FEPA does not allow punitive damages in the absence of compensatory damages. *Shabazz v. Bob Evans Farms, Inc.*, 163 Md. App. 602, 642 (2005) (holding that Maryland common law, which differed from federal common law regarding punitive damages, applied and Maryland common law did not support a punitive damages award without at least nominal compensatory damages).

In this case, we have awarded Ms. Reddick compensatory damages for emotional distress. Therefore, punitive damages can be awarded in this matter. The Respondent punished the very conduct that FEPA and Title VII laws were created to protect: the participation in investigating

actions that affect the safety and sanctity of employees in the workplace. Notably, Ms. Reddick's participation was spurred not by her own admissions of information but rather Ms. Brooks-Wood's request for her participation. In particular, Ms. Brooks-Wood requested that Ms. Reddick record a recording created by Ms. Preston that purported to show Ms. Preston's example of the alleged sexual harassment. Ms. Reddick's acquiescence to Ms. Brooks-Wood's request for assistance to make the recording became the reason the Respondent provided for Ms. Reddick's termination. Because the Respondent violated various managerial duties and responsibilities as well as the absence of business policies that impacted Ms. Reddick's employment, the Commission awards Ms. Reddick punitive damages in the amount of \$10,000.00.

#### **4. Civil Fine**

The Respondent made a number of operational errors that impacted this matter. First, the Respondent did not possess an official, operating Human Resource department. The Commission believes this did not make it possible to have a quality investigation into the complaint of sexual harassment. Additionally, the Respondent left the onus on the employee witness to conduct a fact-finding exercise when the Respondent requested that Ms. Reddick provide recordings of the alleged recorded conversations. After Ms. Reddick assisted in the investigation of the sexual harassment complaint, the Respondent terminated Ms. Reddick in violation §2-231.04(c) of Division 12. Therefore, the Commission imposes a civil fine of \$5,000.00 on the Respondent.

**BEFORE  
THE PRINCE GEORGE'S COUNTY  
HUMAN RIGHTS COMMISSION**

**IN RE: LASADIE REDDICK**

**Complainant**

**By**

**EXECUTIVE DIRECTOR**

**vs.**

**DC TOURS &  
TRANSPORTATION**

**Respondent**

Human Rights Commission  
Clerk Received  
January 25, 2022

**HRC Case No.: HRC20-0322  
EEOC Case No.: 531-2020-00697**

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**OPINION AND ORDER**

Pursuant to the authority conferred on this Commission by Section 2-195, Division 12, Prince George's County Code, 1991, as amended, for the reasons stated above, the Commission issues this Opinion and Order and finds that the Respondent, DC Tours & Transportation, failed to establish a legitimate, non-discriminatory reason for Ms. Reddick's termination, and therefore the Respondent discriminated against Ms. LaSadie Reddick in retaliation for her participation in an investigation of a sexual harassment complaint, in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Prince George's County Code Section 2-231.04.

Judgment is entered in favor of the Complainant and against Respondent for front pay in the amount of \$4,320.00; compensatory damages for emotional distress in the amount of \$12,960.00; and punitive damages in the amount of \$10,000.00.

The Respondent shall prepare a certified check, payable to Ms. LaSadie Reddick, and deliver the check to the Prince George's County Human Rights Commission's Clerk at 14741 Governor Oden Bowie Drive, Suite L105, Upper Marlboro, Maryland 20772 within 35 days of this Opinion and Order. If a check is not delivered within 35 days of this decision, post-judgment interest shall accrue at the rate of 10% annum from the date until payment is made.

Further, the Commission imposes a \$5,000.00 civil fine on Respondent, to be paid by Respondent to the Commission. The fine shall be paid by certified check, made payable to the Prince George's County Government and delivered to the Prince George's County Human Rights Commission's Clerk at 14741 Governor Oden Bowie Drive, Suite L105, Upper Marlboro, Maryland 20772 within 65 days of this Opinion and Order. Interest will not accrue on this fine.

On the 24th day of January 2022, **IT IS SO ORDERED.**

Under Section 2-197-C of the Prince George's County Code, any party aggrieved by a final decision of the Commission in a contested case is entitled to file an appeal pursuant to Subtitle B of the Maryland Rules of Procedure, Annotated Code of Maryland, within 30 days from the date last entered above.



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Charlene Proctor, Esq., Chairperson  
Prince George's County  
Human Rights Commission

Employment Panel:

Wade Woolfolk, Commissioner, Panel Chair  
Ademola Oduyebo, Commissioner  
Adonna B. Green, Commissioner

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