

4500 04 10 PL 1 14

STATE OF INDIANA)
) ss:
LAKE COUNTY)

IN THE LAKE SUPERIOR COURT
CIVIL DIVISION, ROOM 01
HAMMOND, INDIANA

FILED IN
CLERK'S OFFICE
OCT 8 PM 1 21
THOMAS R. PHILPOT
CLERK LAKE SUPERIOR COURT

FAHIMA ("Nicky") ALI JACKSON, Ph.D.,)
)
Plaintiff,)
)
vs.)
)
TRUSTEES OF PURDUE UNIVERSITY,)
)
Defendant)

Cause No.

**COMPLAINT FOR INJUNCTIVE AND DECLARATORY
RELIEF AND DAMAGES**

PLAINTIFF, Fahima ("Nicky") Ali Jackson, Ph.D., ("Jackson") by counsel Smith & DeBonis, LLC by Anthony DeBonis, Jr., for her complaint against the Defendant, Trustees of Purdue University ("Purdue") alleges and states that:

Preliminary Statement

1. This is an action by Jackson, a full-time, tenured member of the faculty of Purdue University, Calumet Campus, to enforce the provisions of a settlement agreement between the Plaintiff and Purdue. Jackson alleges that Purdue has repeatedly breached material covenants of the agreement as to the scheduling of her faculty course assignments, and that Purdue, under the guise of complying with the agreement, has unjustifiably withdrawn teaching responsibilities from her in her chosen field of Criminal Justice in which she has been recognized as an excellent teacher by her students and as to which she is the pre-eminent authority on Purdue's Calumet Campus. Plaintiff further alleges that these actions were taken in retaliation for her previous charge of gender

discrimination which was filed with the United States Equal Employment Opportunity Commission (“EEOC”) and the Indiana Civil Rights Commission pursuant, respectively, to the Civil Rights Act of 1964 (“Title VII”), 42 USC §2000e *et seq.*, and the Indiana Civil Rights Act (“ICRA”), particularly I.C. §22-9-1-2 and 3. Plaintiff seeks a declaratory judgment that the acts of the Defendant, both past and threatened, and are in breach of the agreement, and are in retaliation for having filed said charges of discrimination. Plaintiff also seeks preliminary and permanent injunctions enforcing the agreement and requiring the Defendant to refrain from violating it in the future. Plaintiff further demands damages for the foreseeable harm to her reputation and standing as a tenured professor and for her emotional distress, humiliation and mental anguish caused by the defendant’s intentional acts, together with reasonable attorney fees and other costs of litigation.

Parties

2. Plaintiff Fahima (“Nicky”) Ali Jackson, Ph.D., at all times relevant to this cause, was Associate Professor of Criminal Justice at Purdue University Calumet in Hammond, Indiana. She was granted tenure by the University in 1995. She is an adult female residing in Cook County, Illinois. She is a person of color, a citizen of the United States, and a person of Asian national origin.

3. Purdue University is an institution of higher education and an agency or instrumentality of the State of Indiana pursuant to I.C. §20-12-35-1, *et seq.* Purdue University is governed by the Defendant Board of Trustees appointed in the manner specified in I.C. §20-12-37-1, *et seq.* and operates several regional campuses, including

Purdue University Calumet in Hammond. At all times pursuant to this cause, Purdue was the employer of Jackson and the persons who, acting individually, jointly, and collectively, breached the agreement and otherwise discriminated against her. Purdue employs more than fifteen (15) persons and is an "employer" within the meaning and intent of 42 U.S.C. §2000(e)(b) and I.C. §22-9-1-3(h).

Grounds for Relief

4. On September 13, 2001, the Plaintiff filed a Charge of Discrimination with the City of Hammond Human Relations Commission ("HHRC") and EEOC under both the ICRA and Title VII alleging discrimination against the Plaintiff by Purdue on account of race, sex, color, national origin and retaliation.

5. After investigation of the Plaintiff's claims by counsel and discussion of resolution of the claims with Defendant without further proceedings, Plaintiff and Defendant entered into a Settlement Agreement entitled "Release of All Claims" ("Agreement") on April 3, 2002. As required by the Agreement and in partial consideration for the settlement of her claims, Plaintiff withdrew her charges filed with HHRC and EEOC on April 9, 2002.

6. Thereafter, on a number of occasions, Plaintiff repeatedly notified the Defendant, in writing, of numerous acts of retaliation taken against her for having filed said charges of discrimination and of other breaches of covenants contained in the Agreement which are more particularly described below. These notices substantially complied with the requirements of I.C. §34-13-3-10.

7. Said Agreement contains a confidentiality provision which forbids the Plaintiff from disclosing its contents, as well as the claims set forth in her ICRA-EEOC charge, to anyone other than her spouse and tax advisors under threat of a substantial liquidated damages provision. Accordingly, Plaintiff is unable to attach the Agreement to this instrument as required by Trial Rule 9.2 (A) of the Indiana Rules of Procedure. Plaintiff has filed a copy of said Charge of Discrimination and the Agreement with the Clerk of the Court under seal and has designated them as Exhibits "A" and "B" to this complaint, respectively. Contemporaneously with the filing of this complaint, Plaintiff has moved the Court to enter its order allowing said documents to be unsealed and to void the confidentiality provision (§4 of the Agreement) for the purposes of this case and to abrogate the right of the Defendant to pursue such liquidated damages for fair use of the Agreement in these proceedings.

8. Defendant breached the Agreement on several occasions since April of 2002 in the following particulars, among others:

- a. Purdue has taken Sociology courses away from Plaintiff in her field of Criminal Justice and assigned them to other faculty who are not specialists in the field or subject matter of Criminal Justice despite the fact that Plaintiff Jackson taught these courses regularly for years, and that there remains high student demand for them. This is in direct contravention not only to the Agreement, but to a long-standing custom, practice and usage in the University in which courses taught in the specialty area of a member of the tenured faculty are not reassigned from that member without his or her consent;
- b. Purdue has ignored its promise to schedule Plaintiff's Sociology courses and other courses solely through the Head of the Department of History and Political Science whose attempts to do so have been refused;

- c. Purdue has failed to take into account or, in some cases, even to consult with Jackson on her preferences for course offerings and has ignored a number of those preferences even though she has taught such Sociology courses for many years;
- d. Purdue has allowed advisors and members of the Department of Behavioral Sciences, where Jackson was previously a member prior to her charges of discrimination, to steer criminal justice students away from her courses for no valid reason;

9. Plaintiff Jackson has complied with the requirements of notice and an opportunity to cure the above described breaches of the Agreement. She has repeatedly demanded redress in writing for same and has been refused.

10. Purdue's conduct in breaching the agreement and intentionally ignoring Plaintiff's demands for redress is wholly intentional, calculated to retaliate against Jackson for bringing her discrimination charges and to subject her to the humiliation, mental and emotional distress she has suffered as a result. These injuries were an entirely foreseeable consequence of Purdue's breaches of the Agreement.

11. Moreover, Purdue failed to take reasonable steps to assure the implementation of the Agreement and refused to intervene to require its administrative officers at the Calumet Campus to carry it out. This failure proximately caused or contributed to the injuries described above for which Purdue is liable in damages.

12. Most recently, the Plaintiff, by reason of the systematic withdrawal of her teaching role in her specialty field in violation of the Agreement and by reason of the other acts described above in paragraph 8, has suffered and will suffer irreparable harm to her academic reputation and her career for which she has no adequate remedy at law.

Causes of Action

13. Plaintiff is entitled to a declaratory judgment pursuant to I.C. §34-14-1-1, *et seq.* and T.R. 57 finding that Purdue has breached the Agreement as specified above, and unlawfully retaliated against the Plaintiff for having filed her charge of discrimination in violation of 42 U.S.C. §2000e-3(a) and I.C. §20-12-1-8(b).

14. Plaintiff is entitled to a preliminary and permanent injunction against Defendant Purdue:

- a. To halt any further withdrawal of Sociology courses customarily taught by the Plaintiff and requiring that she be assigned as the instructor thereof under the conditions that prevailed prior to the events that gave rise to her charge of discrimination;
- b. To provide for the specific performance of the terms of the Agreement including the scheduling of Plaintiff's customarily taught Sociology courses through her Department Head in the Department of History and Political Science; to require that Purdue receive, consider and take into account the Plaintiff's requested courses when determining course offerings among the Sociology courses offered as part of the Defendant's Criminal Justice program; to compel the Department of Behavioral Sciences through its advisers and faculty to cease the practice of steering students away from courses taught by the Plaintiff; and to compel the Department of Behavioral Sciences to cease the practice of offering courses with substantially the same subject matter as Criminal Justice courses taught by the Plaintiff in the Department of History and Political Science;
- c. To require Purdue to reinstate the Plaintiff as the sole instructor on the Calumet Campus of SOC 443 "Field Experience in Criminal Justice;" SOC 491A "Victimology;" SOC 421 "Juvenile Delinquency," and as one of the instructors available to teach SOC 100 "Introduction to Sociology;" and, with the exception of SOC 100, to enjoin the Defendant from assigning said courses to other instructors to the exclusion of the Plaintiff without Plaintiff's consent;

- d. To require the Defendant to allow the Plaintiff to teach other Sociology courses as part of the Criminal Justice program on the same basis as other sociologists who are members of the Department of Behavioral Sciences;
- e. To require Purdue to refrain from further retaliation against the Plaintiff of any kind and in any manner for having filed her charges of discrimination or for having brought this case.

15. As a result of its retaliation against the Plaintiff and its unreasonable failure to carry out the requirements of the Agreement, Purdue has proximately caused the Plaintiff to suffer humiliation, embarrassment, mental anguish and emotional distress entitling her to judgment for damages pursuant to common law, Title VII and I.C. §20-12-1-8(b).

16. Plaintiff is entitled to recover reasonable attorney fees and other costs and expenses of litigation pursuant to 42 U.S.C. 2000e-5(k) and under the terms of the Agreement, particularly § 4 thereof.

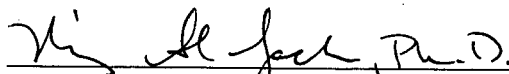
Ad Damnum

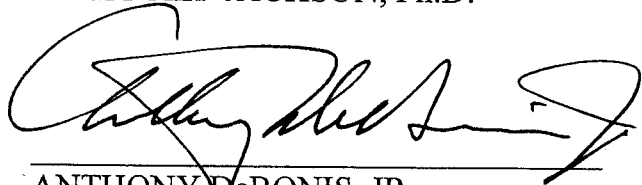
WHEREFORE, Plaintiff Fahima (“Nicky”) Ali Jackson, Ph.D., by counsel, prays for judgment in this cause, and the following relief:

- a. declaratory judgment finding that Purdue has breached the Agreement as specified above, and unlawfully retaliated against the Plaintiff for having filed her charge of discrimination in violation of 42 USC §2000e-3(a) and I.C. §20-12-1-8(b).
- b. preliminary and permanent injunction against Defendant Purdue as specified above in paragraph 14, subparagraphs (a) through (e);

- c. judgment for damages in an amount sufficient to compensate the Plaintiff for the humiliation, damage to reputation and professional standing, emotional distress, mental anguish and other injuries she has suffered by reason of the Defendant's actions;
- d. judgment for reasonable attorney fees and other costs and expenses of litigation pursuant to 42 U.S.C. 2000e-5(k) and under the terms of the Agreement; and
- e. For all other just and proper relief.

I affirm under the penalties for perjury that the foregoing representations are true.


NICKY ALI JACKSON, Ph.D.



ANTHONY DeBONIS, JR.
Attorney No. 4442-45
Smith & DeBonis, LLC
9696 Gordon Drive
Highland, Indiana 46322
(219) 922-1000
(219) 922-1600

Attorney for Plaintiff
Fahima ("Nicky") Ali Jackson, Ph.D.