

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
(HAMMOND, INDIANA DIVISION)

MEHDI RAOUFI)
Plaintiff,)
)
vs.)
)
DR. SUSAN CONNORS,)
ROY FOREMAN,)
JUDY SERWATKA,)
DENNIS KORCHEK, and)
DR. HOWARD COHEN)
)
Defendants.)

CASE NO.: 2:02 CV 505
JURY DEMAND

FILED
DEC 24 2003
At _____ M
STEPHEN R. LUDWIG, Clerk
U.S. DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

FIRST AMENDED COMPLAINT

NOW COMES Plaintiff, MEHDI RAOUFI (hereinafter "Raoufi,") by and through his attorney, Paul A. Velligan, and for his First Amended Complaint against Defendants DR. SUSAN CONNORS, ROY FOREMAN, JUDY SERWATKA, DENNIS KORCHEK and DR. HOWARD COHEN states as follows:

NATURE OF ACTION & JURISDICTION

1. This action arises under the under the Civil Rights Act of 1871, 42 U.S.C. §1981.

VENUE

2. This action properly lies in the Northern District of Indiana, Hammond Division, as Raoufi's employment and the operative facts giving rise to the cause of action occurred at Purdue University's ("Purdue") regional campus, Purdue University Calumet ("PUC"), located in Hammond, Indiana in this judicial district.

3. Plaintiff has exhausted all administrative prerequisites to suit.

PARTIES

4. Plaintiff, Mehdi Raoufi, is an adult male over fifty years of age, of Iranian descent and of the Moslem religion. At all times relevant, Raoufi was a resident citizen of Munster, Indiana. From academic year 1999-2000 through academic year 2002-2003, Raoufi was employed as an Associate Professor at PUC within its Information and Systems and Computer Programming ("ISCP") Department.

5. PUC is a regional campus of Purdue University that is located in Hammond, Indiana. PUC provides education to more than 9,000 students and employs approximately 1,255 full and part-time employees.

6. Defendants Dr. Susan Connors ("CONNORS"), Roy Foreman (FOREMAN"), Judy Serwatka ("SERWATKA") and Dennis Korchek ("KORCHEK") at all times relevant to the Complaint were members of the ISCP Departmental Tenure Committee at PUC. Dr. Howard Cohen ("COHEN") at all times relevant was Chancellor of PUC.

FACTS

7. Effective August 19, 1999, Raoufi was newly appointed to PUC's faculty as a tenure track Associate Professor of Information Systems and Computer Programming. Pursuant to Raoufi's written agreement for appointment, he would be eligible for tenure at PUC in August 2003 and no conditions regarding tenure were attached to this appointment. A copy of Raoufi's Appointment to the Faculty is attached hereto as Exhibit "A."

8. From the time of his appointment and throughout all times relevant, Raoufi performed his employment responsibilities that met and/or exceeded Defendant's reasonable job expectations of him and which performance was consistent with tenure progress for other similarly situated, non-Iranian and non-Moslem individuals.

9. In academic years 1999-2000, Raoufi received approval for satisfactory progress toward tenure and on March 26, 2001, Defendant, through the Department of Information Systems and Computer Programming (“ISCP”) voted in favor of Raoufi’s satisfactory progress toward tenure which vote was recommended and approved by Korchek as the Dean of the ISCP Department.

10. During an Options Coordinator meeting in the Fall Semester of 2001, ISCP Department Head, Connors openly criticized appointments of Dr. Mohammed Zahraee and Dr. Yahya Kamalipour as respective Heads of the Manufacturing and Electronic Engineering Technology and Communications and Creative Arts Departments at PUC. In speaking of Zahraee, Kamalipour and other international faculty at PUC, Connors stated that they are “not qualified, that they don’t know how to talk,” “they don’t deserve these salaries that they are receiving,” and “the money paid to them is a pure waste of money.” Zahraee and Kamalipour are of Iranian descent and of the Moslem religion.

11. During this Fall Semester 2001 Options Coordinator meeting, Connors also repeatedly expressed that two other Moslem tenured professors within the School of Technology should be fired yet gave no justification that support for cause termination.

12. After September 2001, Connors, Foreman and Serwatka of the ISCP Department, exhibited discomfort around Raoufi and Raoufi was made to feel uncomfortable and unwanted in their presence. At all times relevant, Connors, Foreman, and Serwatka were ISCP Department Tenure Committee members and Serwatka and Foreman were ISCP representative members of the School of Technology Tenure Committee.

13. On January 14, 2002, Foreman, as an ISCP department tenure committee and School of Technology tenure committee member, indicated to Connors that Foreman would not support Raoufi's continued employment at PUC. Prior to this indication and during the 2001-2002 academic year, Foreman did not have an adequate basis to observe Raoufi's progress toward tenure to justify his comments to Connors. Despite lacking a basis, Foreman with Serwatka expressed such views to the ISCP department tenure committee as to influence the committee's denial of tenure to Raoufi and subsequent recommendation of denial of tenure by Korchek.

14. In January 2002, although Connors informed Raoufi that he was a good teacher and had good scholarly activity and service, the ISCP Department decided that Raoufi would not be tenured due to "professional differences." At such time, Connors stated to Raoufi that she could not go against the ISCP Department Tenure Committee's decision. During such time, Korchek also told Raoufi that the Information Systems Department is biased, but since the faculty governs, Korchek was "powerless to do anything." At all times relevant, Korchek retained the power to recommend tenure to Defendant.

15. On February 4, 2002, the School of Technology tenure committee convened to consider Raoufi's tenure. During such meeting, Foreman and Serwatka, improperly and knowingly misrepresented to the School of Technology tenure committee that Raoufi failed to meet the criteria for tenure according to Purdue's Policy and his contract. As a result of such improper and knowing misrepresentations, the School of Technology voted to deny tenure to Raoufi.

16. On April 25, 2002, Cohen, as Chancellor of PUC, notified Raoufi that Raoufi would not be recommended for tenure in his penultimate year of consideration. Cohen's decision was made in disregard of Raoufi's achieving academic, scholarly and service requirements consistent with other similarly situated tenure track appointees of the ISCP Department at PUC. At all times relevant, Cohen retained the power to recommend tenure to Defendant.

17. The decision by Cohen to terminate Raoufi's employment violates Raoufi's contract of employment and contravenes Purdue's Tenure Policies which provide that Raoufi's probationary period for tenure would be for a maximum probationary period ending August 2003.

18. Other individuals similarly situated tenure track appointees of the ISCP Department who performed similarly or less favorable than Raoufi received preferential treatment but who were not of Iranian descent or of the Moslem religion.

19. Defendants refused to extend its appointment of Raoufi and grant Raoufi tenure because of Raoufi's race and religion.

20. Defendants' conduct herein was willful and taken without good reason and violates the Thirteenth Amendment to the Constitution as protected by 42 U.S.C. §1981, as Defendant denied Raoufi his constitutional right to contract free of discrimination. Raoufi had the right to be free of racial and religious discrimination in contracting with Defendant

21. Defendants' actions described above were taken with the intent to deprive Raoufi of his right to be free of discrimination and with reckless disregard for Raoufi's rights to be free of discrimination.

22. As a direct and proximate result of Purdue's unlawful acts, Plaintiff has suffered and continues to suffer the loss of his position as a result of his denial of tenure, economic and non-economic damages, including but not limited to, loss of income and benefits, incurred expense, loss of career opportunity and reputation, distress, humiliation, emotional pain and suffering and inconvenience.

JURY DEMAND

23. Plaintiff, Mehdi Raoufi, demands trial by Jury on all claims and causes of action of his Complaint against Defendant.

WHEREFORE, Plaintiff, Mehdi Raoufi prays that this Court enter judgment in his favor and against Defendants and award to Plaintiff all available relief including but not limited to, non-economic compensatory damages, punitive damages, injunctive relief, attorney's fees and costs and prejudgment interest.

Respectfully submitted,

MEHDI RAOUFI

By: Paul A. Velligan
Paul A. Velligan, Esq.

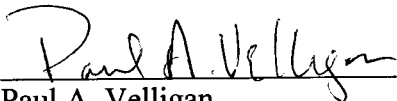
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Highland, Indiana 46322
Telephone: (219) 934-9212
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Email: velliganlaw@aol.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that on the 22nd day of December 2003, service of a true and complete copy of the above and foregoing pleading or paper was made upon:

Deborah B. Trice, Esq.
STUART & BRANIGIN
The Life Building
300 Main Street, Suite 800
P.O. Box 1010
Lafayette, Indiana 47902-1010

by depositing the same in the United States mail in an envelope properly addressed and with sufficient first-class postage affixed.



Paul A. Velligan

President's Office Form 19
Revised 16 March 1979)

PURDUE UNIVERSITY
APPOINTMENT TO THE FACULTY
CALUMET CAMPUS

Distribution by the Budget Office:
White - Budget Office
Green - ADPC
Canary - Individual
Pink - School
Goldenrod - Department

X New Appointment _____ Extension/Change in Appointment

Total F.T.E. 1.00

NAME: RAOUFI MEDHI _____ Soc. Sec. #1 467-27-2408

Last First Middle

DEPARTMENT(S): INFORMATION SYSTEMS AND COMPUTER PROGRAMING

POSITION CLASS: O105F10 TITLE: ASSOCIATE PROFESSOR OF INFORMATION SYSTEMS AND COMPUTER PROGRAMING

PERIOD OF APPOINTMENT: BEGINS: AUGUST 19 1999 ENDS: MAY 21 2000
(Month) (Day) (Year) (Month) (Day) (Year)

(Check One) _____ "Ends" Signifies Termination Date Without Further Notice X "Ends" Signifies Review of Appointment Date
ANNUAL RATE OF PAY FOR THIS APPOINTMENT \$ 54,000 on an academic/~~XXXX~~ year basis ("X" out word that does not apply)

Are there any other agreements affecting the terms and conditions not covered by this document _____ YES; X NO.
If "Yes," attach documentation of these agreements. On the following line(s), list the document(s) attached.

ATTACHMENTS: 1. _____
2. _____
3. _____

FACULTY TENURE STATUS:

- X New Appointment
 - a) _____ Appointed with Tenure (Reference Date Tenured Below)
 - b) _____ Not eligible for Tenure
 - c) X Eligible for Tenure; Waiting (Reference below for Day Following End of Maximum Probationary Period)
- _____ Extension/Change in Tenure Status
 - a) _____ Tenured (Reference Date Tenured Below)
 - b) _____ Not eligible for Tenure
 - c) _____ Eligible for Tenure; Waiting (Reference below for Day Following End of Maximum Probationary Period)
 - d) _____ Change in Maximum Probationary Period (Reference below for Revised Date)
 - e) _____ Other: (Explain) _____

Date Tenured/Day Following End of Maximum Probationary Period: AUGUST 2003
(Month) (Day) (Year)

Are there any Conditions Regarding Tenure: _____ YES; X NO. If "Yes," attach documentation of these conditions.

The individual named above is hereby appointed to the faculty of Purdue University for the limited term stated above, and hereby accepts such appointment on the terms and conditions provided herein and in Executive Memorandum No. B-50 (Terms and Conditions of Employment of Faculty Members), or succeeding documents, which by this reference is made part of this Agreement. This Agreement will become effective when it is signed by the individual named above, signed by the President, or a duly authorized designee, and, in the case of the initial appointment, approved by the Board of Trustees.

The term of this appointment, as to a non-tenured faculty employee, may be extended only by the execution of a Form 19, except that if tenure is attained during or at the expiration of the term of this appointment, extension of this appointment will be governed by the provisions of Executive Memorandum No. B-50, subject to the provisions of Executive Memorandum No. B-48, as revised or supplemented from time to time. Except as noted above, this Agreement and Executive Memorandum No. B-50 contain all of the terms and conditions of employment. The undersigned appointee understands that it is his/her responsibility to become acquainted with those Executive Memoranda which are related to Purdue employment, including, but not limited to, B-4, B-10, B-48, and the Faculty and Staff Handbook, receipt of which is hereby acknowledged.

AGREED: Mehdi Raoufi 7/3/99 _____ 7/12/99
(Appointee) (Date) (Department Head) (Date)

RECOMMENDED: _____ 6/14/99 APPROVAL RECOMMENDED/
(Dean/Vice Chancellor) (Date) APPROVED: _____
(President or Designee) (Date)

Your Social Security number is requested on this form to facilitate record keeping and to minimize other records which require use of your Social Security number. You have the right to refuse to provide on this form without penalty, or to request that it be removed at any time.

