

2. Prior to his employment with the City of Salisbury, the Plaintiff, Marquis Solomon, was a member of the Fire Department of Columbia, South Carolina where he served as a Fire Captain, Emergency Medical Technician and a Lead Recruiter. He also served as a Curriculum Developer for the South Carolina Fire Academy and is an Adjunct Faculty member with the Rowan Cabarrus Community College.
3. During his tenure with the Columbia Fire Department, the Plaintiff was a member and President of the Columbia Firefighter's Association Local 793 which was a local of the International Association of Firefighters (IAFF), a labor union.
4. The Plaintiff, Marquis Solomon, was hired by the Defendant, City of Salisbury, on November 6, 2013 for the position of District Captain of the Fire Department when he signed a letter of employment offered to him by the City of Salisbury and signed by Chief of the Salisbury Fire Department, Robert A. Parnell. He began his employment with the City on December 1, 2013.
5. At the time the Plaintiff signed the aforementioned letter of employment, the Plaintiff verbally informed the Chief of the Salisbury Fire Department that he was a member of the International Association of Firefighters Union (IAFF) and he continues to be a member of the Union presently.
6. On January 9, 2014, the Plaintiff met with a fellow Salisbury firefighter who had begun to organize a union within the Salisbury Fire Department ("union representative"). During this meeting, the Plaintiff learned that members of the City of Salisbury Fire Department had begun organizing a local chapter of the

International Association of Firefighters (IAFF), and learned the members had submitted an application for a charter of the union. He also informed the representative of the Union that he should inform the Fire Department Chief that a union had been formed.

7. Upon information and belief, on January 16, 2014, Chief Parnell learned of a rumor that a firefighters union had begun to form in the Fire Department. The Chief met with the City Manager Paris to discuss the formation of a union among the firefighters. During the above-described meeting with the City Manager, the City Manager told the Chief that he must have a leadership issue with the Fire Department if a union was formed, a threat to the Chief's employment for allowing a union to form. During this meeting, the City Manager and the Chief confirmed and recommitted to an official City policy and decision that prohibited union representation of firefighters, and retaliated against any employees joining and/or supporting a union.
8. On January 16, 2014 at approximately 2pm, the Plaintiff and the Chief met with the firefighters at Fire Department Station House One to discuss the rumored formation of a Union. During a meeting that lasted approximately one hour, Chief Parnell spoke to the firefighters regarding the rumored formation of a Union, attempting to convince them against the formation of a union, informing them that all unions do is take their money and that he would not tolerate the formation of a union in the City of Salisbury Fire Department. Chief Parnell also asked the firefighters about the performance of their District Captain.

9. Immediately after the 2pm staff meetings, the Plaintiff met privately with Chief Parnell for approximately 45 minutes to discuss the union representative and the rumor of the formation of a Union. The Plaintiff informed the Chief that union organization was not a rumor and in fact, the union had applied for a charter from the International Association of Firefighters labor union.
10. During this same meeting, the Chief told the Plaintiff that, if the union representative were in the room, the Chief would fire the union representative and he would advise him to "put his badge on the table," thereby terminating him from the Department. During this meeting, the Plaintiff advocated to the Chief on behalf of the Union, advising the Chief to allow the Union to form and offering to act as a liaison between the Union and the Department. The Plaintiff advised Chief Parnell that he would organize a meeting with Chief Parnell and the union representative.
11. The meeting between Chief Parnell and the union representative occurred on the morning of January 17, 2014 and included Chief Parnell, Battalion Chief Morris, District Captain Mayo, the Battalion Chief Kepley, and the Assistant City Manager, Zack Kyle. At this meeting, the union representative informed Chief Parnell and the Assistant City Manager Kyle that the union had been awarded a Charter of the International Association of Firefighters. The meeting ended at approximately 10:45am.
12. At approximately 1:45pm, Chief Parnell met with the City Manager and Assistant City Manager Kyle regarding the charter awarded to the Union. The meeting lasted approximately 45 minutes. Upon information and belief, Chief

Parnell and the City Manager decided to terminate the Plaintiff's employment in the City of Salisbury Fire Department for his membership in and support of a union.

13. At approximately 3:45pm on January 17, 2014, the Plaintiff was asked by the Assistant Chief of the Fire Department to meet with Chief Parnell and the City of Salisbury Human Resources Department.

14. At approximately 4:30pm on January 17, 2014, the Plaintiff met with Chief Parnell and Assistant City Manager Kyle and was informed that he was being terminated from his position with the City of Salisbury Fire Department.

15. At the time of his termination, the Plaintiff was given an End of Employment letter from the Chief of the Salisbury Fire Department, Robert A. Parnell. The purported reason provided to the Plaintiff for his termination was "related to concerns of your judgment as a high level supervisor. Supervisors are held to a high standard. This decision is related to a relationship with a fellow city employee."

16. The Plaintiff had previously informed Chief Parnell that he had begun a personal relationship with another employee of the City of Salisbury. On January 15, 2014 at approximately 9:55a.m., the Plaintiff informed Chief Parnell that he had begun a personal relationship with a fellow employee of the City of Salisbury. After a meeting with the Assistant City Manager Kyle and Human Resources Director, Ruth Kennerly, Chief Parnell returned to the Plaintiff and informed him that the Plaintiff's relationship was "no big deal." The Chief congratulated the Plaintiff on his relationship and wished the

Plaintiff well.

17. At no time prior to his termination was the Plaintiff given a warning that he may be subject to discipline for having a relationship with a fellow city employee.
18. The Defendant, City of Salisbury, did maintain an employee handbook, manual, guidebook or other human resources policy that prohibited a supervisor from engaging in a romantic relationship with a subordinate. However, neither the Plaintiff nor the employee of the City of Salisbury with which he entered into the personal relationship was a supervisor or subordinate to the other.
19. At no time prior to his termination was the Plaintiff provided with a copy of any employee handbook, manual or guidebook containing City of Salisbury human resources policy.
20. The Defendant, City of Salisbury, did not maintain any classification within an employee handbook, guidebook or other human resources classification known as a "probationary employee."
21. In January of 2014, the Human Resources Department of the Defendant, City of Salisbury, began drafting a document entitled "Relationship Agreement" that required employees to acknowledge the potential conflicts that existed with relationships in the workplace, but allowed them to continue with their relationship and as City employees.
22. The "Relationship Agreement" was in draft form only, and at all times material, was not official City of Salisbury policy.

23. At no time did the City of Salisbury request the Plaintiff to sign a “Relationship Agreement.”

24. The City of Salisbury owns and operates an apartment complex on Main Street in Salisbury known as “the Plaza.” The Plaintiff rented an apartment at the apartment complex upon moving to Salisbury, North Carolina. Shortly after he was terminated from his employment with the City of Salisbury, the City evicted him from his apartment.

VENUE

25. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §1331 (federal question jurisdiction), 28 U.S.C. §1367 (supplemental jurisdiction) and 42 U.S.C. §1983 29 U.S.C. § 216.

26. Venue is proper in this district because it is the district in which the Plaintiff resides and where the Defendant resides.

PARTIES

27. Plaintiff, Marquis Solomon, is a resident of Salisbury, North Carolina. He entered into an employment relationship with the City of Salisbury, North Carolina on November 6, 2013 as a District Captain of the Fire Department.

28. Defendant, City of Salisbury was and is a municipal corporation located in Rowan County, North Carolina duly chartered and existing pursuant to the provisions of N.C. Gen Stat § 160A-11, and vested with corporate powers and rights as specified in N.C. Gen. Stat. §160A-11, including but not limited to, the capacity to sue and be sued. At all times relevant to this action, Defendant City acted through its managers and policy makers, including the City

Manager, Chief of the Fire Department and other employees of the City Human Resources Department, and the acts, edicts, and practices of said persons represent the official policies of Defendant City.

29. Upon information and belief, to the extent that any and/or all of the Defendants in this action claim they are a municipal and/or governmental and/or City owned, operated and/or funded entity or an employee and/or agent of any such entity such Defendants do not have governmental immunity and/or sovereign immunity for any of the acts or omissions described herein. In the alternative, should any and/or all of the Defendants in this action have governmental immunity and/or sovereign immunity, upon information and belief, any and/or all such Defendants have waived any and all such governmental and/or sovereign immunity to which they may have been otherwise entitled, for themselves, their agents, employees and all officials acting in their official (and, if applicable, individual) capacities for civil liability and tort by the act of purchasing (or otherwise procuring, obtaining and/or having in place) liability insurance (or the functional and substantive equivalent thereof, i.e., participation in a local governmental risk pool, etc.) prior to, concurrent with, and/or subsequent to and/or applicable to the acts and omissions alleged herein.
30. Upon information and belief, Defendant City was and is a participant in a local governmental risk pool or the functional and substantive equivalent thereof, at all times applicable to the events that are the subject of this action.

31. Subject matter jurisdiction is, therefore, appropriate and proper and any and all such governmental immunity and sovereign immunity is and has been fully waived pursuant to N.C. Gen. Stat. § 160A-485 and/or N.C. Gen. Stat. § 153A-435.

32. At all times relevant to the allegations alleged in this Complaint, Defendant Paris was employed by the Defendant City as the City Manager, and was acting at all relevant times as an agent of Defendant City within the course and scope of his duties as a sworn officer of the City of Salisbury and under the color of law, statute, regulations, customs, practices and usage of the City of Salisbury and the State of North Carolina, with the power to create, maintain and direct official City policy and decision-making authority. He is sued in his individual and official capacities for compensatory and punitive damages.

33. At all times relevant to the allegations alleged in this Complaint, Defendant Parnell was employed by the Defendant City as the Chief of the Fire Department, and was acting at all relevant times as an agent of Defendant City within the course and scope of his duties as a sworn officer of the City of Salisbury Fire Department and under the color of law, statute, regulations, customs, practices and usage of the City of Salisbury and the State of North Carolina, with the power to create, maintain and direct official City policy and decision-making authority. He is sued in his individual and official capacities for compensatory and punitive damages.

34. Defendants City of Salisbury, Doug Paris and Robert Parnell had the right and/or power to direct and control the manner in which their employees and/or agents executed their official duties.

35. The above-named Defendants are jointly and severally liable for all damages alleged herein since their reckless and wanton acts and omissions singularly or in combination are a direct and proximate cause of Plaintiff's damages, injuries and losses.

36. To the extent the Plaintiff was required to exhaust any administrative remedies, the Plaintiff has exhausted his administrative remedies.

FIRST CAUSE OF ACTION – WRONGFUL DISCHARGE

37. Plaintiff repeats, realleges and incorporates all prior allegations of this Complaint as though more fully stated herein.

38. At all times material, the state of North Carolina maintained a law found at N.C. G.S. §95-78 et seq. which guaranteed the right to work free from undue restraints and coercion and which declared "the right of persons to work shall not be denied or abridged on account of membership or nonmembership in any labor union or labor organization or association." N.C. G.S. §95-78. This section also prohibits any employer from prohibiting union membership as a condition of employment.

39. On January 17, 2014, the Defendant terminated the Plaintiff because of his membership in a labor union, thereby violating N.C. G.S. §95-78.

40. On January 17, 2014, the Defendant terminated the Plaintiff because of his refusal to abstain and refrain from membership in a labor union, thereby violating N.C. G.S. §95-81.

41. In terminating the Plaintiff due to his membership in a labor union, the Plaintiff was denied his right to work guaranteed by North Carolina law and was proximately caused to suffer damages including lost wages, benefits and other loss of earning capacity.

42. As a result of the Defendant's violation of N.C. G.S. §95-78 et seq., the Plaintiff was caused to suffer injuries and damages including loss of wages, benefits and other damages and is entitled to the recovery of damages pursuant to N.C. G.S. §95-83.

**SECOND CAUSE OF ACTION – VIOLATION OF NORTH CAROLINA
CONSTITUTION, ARTICLE I, § 12**

43. Plaintiff repeats, realleges and incorporates all prior allegations of this Complaint as though more fully stated herein.

44. At all times material herein, the Plaintiff was a member of the International Association of Firefighters (IAFF) a labor union organized and recognized by the United States Department of Labor.

45. On January 17, 2014, the Plaintiff was terminated from his employment with the City of Salisbury for his membership in, and support of, the union.

46. The actions of the Defendants alleged herein constitute a violation of Plaintiff's right to freedom to assemble together for their common good under Article I, section 12 of the North Carolina Constitution.

47. As recognized in *Corum v. University of North Carolina*, 413 S.E.2d 276, 290 (1992), *cert. denied* 506 U.S. 985 (1992), the Plaintiff is allowed to bring a private cause of action and the Plaintiff may seek damages directly under the North Carolina Constitution.

48. As a result of Defendant's conduct, Plaintiff was proximately caused to suffer damages including lost wages, benefits and other loss of earning capacity.

**THIRD CAUSE OF ACTION – VIOLATION OF NORTH CAROLINA
CONSTITUTION, ARTICLE I, § 14**

49. Plaintiff repeats, realleges and incorporates all prior allegations of this Complaint as though more fully stated herein.

50. At all times material herein, the Plaintiff was a member of the International Association of Firefighters (IAFF) a labor union organized and recognized by the United States Department of Labor.

51. On January 17, 2014, the Plaintiff was terminated from his employment with the City of Salisbury for his membership in, and support of, the union.

52. The actions of the Defendants alleged herein constitute a violation of Plaintiff's right to freedom of speech under Article I, section 14 of the North Carolina Constitution.

53. As recognized in *Corum v. University of North Carolina*, 413 S.E.2d 276, 290 (1992), *cert. denied* 506 U.S. 985 (1992), the Plaintiff is allowed to bring a private cause of action and the Plaintiff may seek damages directly under the North Carolina Constitution.

54. As a result of Defendant's conduct, Plaintiff was proximately caused to suffer damages including lost wages, benefits and other loss of earning capacity.

**FOURTH CAUSE OF ACTION – VIOLATION OF FIRST AMENDMENT TO
UNITED STATES CONSTITUTION, 42 U.S.C. § 1983**

55. Plaintiff repeats, realleges and incorporates all prior allegations of this Complaint as though more fully stated herein.
56. At all times material herein, there existed United States Code Chapter 42, Section 1983, 42 U.S.C. § 1983, et seq., that stated “Every person who under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or any person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, Suit in equity, or other proper proceeding for redress . . .”
57. At all times material, the First Amendment to the United States Constitution guaranteed to the Plaintiff the right to freedom of speech and to peaceably assemble.
58. At all times material herein, the Plaintiff was a member of the International Association of Firefighters (IAFF) a labor union organized and recognized by the United States Department of Labor.
59. The Plaintiff was terminated by the Defendants in retaliation for his membership and support for the Local Firefighters Union, and to discourage other firefighters from joining and supporting the Local Union.
60. The Defendants terminated the Plaintiff for his support and involvement with his labor union, thereby depriving him of his right to freedom of speech and

freedom of association guaranteed by the First Amendment of the United States Constitution.

61. At all times material, the Defendants were acting under color of state law and caused the Plaintiff to be deprived of his Constitutional rights.

62. As a result of Defendant's conduct, Plaintiff was proximately caused to suffer damages including lost wages, benefits and other loss of earning capacity.

63. Pursuant to 42 U.S.C. § 1983, the Plaintiff is allowed to recover attorney's fees from the Defendants.

FIFTH CAUSE OF ACTION – VIOLATION OF FAIR LABOR STANDARDS
ACT 29 U.S.C. § 216

64. Plaintiff repeats, realleges and incorporates all prior allegations of this Complaint as though more fully stated herein.

65. At all times material herein, there existed United States Code Chapter 29, Section 201, 29 U.S.C. § 201, et seq., including section 215 (a)(3), 29 U.S.C. § 215(a)(3) that made it unlawful for any employer "to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee."

66. At all times material herein, the Defendants were governed by 29 U.S.C. § 201 et seq., including section 215(a)(3), among others and required to abide by its provisions.

67. At all times material herein, the Plaintiff was a member of the International Association of Firefighters, and expressed his support for the Union in his dealings with the City of Salisbury Fire Department.

68. The Defendants discharged the Plaintiff because he served on the International Association of Firefighters, thereby violating 29 U.S.C. § 201 et seq., including section 215 (a)(3) and causing the Plaintiff to lose employment, wages and benefits.

69. By his signature below, the Plaintiff consents to become a party to this action and this filing shall be considered such filed consent, pursuant to 29 U.S.C. § 216(b).

70. The Plaintiff is entitled to recover damages pursuant to 29 U.S.C. § 201 et seq., including section 216, among others.

71. As a result of Defendant's conduct, Plaintiff was proximately caused to suffer damages including lost wages, benefits and other loss of earning capacity.

**SIXTH CAUSE OF ACTION - COMMON LAW BREACH OF CONTRACT –
CITY OF SALISBURY**

72. Plaintiff repeats, realleges and incorporates all prior allegations of this Complaint as though more fully stated herein.

73. The Plaintiff entered into a contract with the City of Salisbury for his employment on November 6, 2013.

74. The Defendant, City of Salisbury, breached the employment contract by terminating him from employment.

75. As a result of Defendant's conduct, Plaintiff was proximately caused to suffer damages including lost wages, benefits and other loss of earning capacity.

PRAYER FOR RELIEF

Plaintiff seeks relief as follows:

1. Actual and compensatory damages in an amount according to proof, including lost wages, benefits, and other loss of earning capacity;
2. That the Court award reasonable attorney's fees, costs and expenses of this action;
3. That the Court order such other and further relief as is appropriate.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury on all issues.

Dated this 25th day of February, 2014

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PLAINTIFF'S INFORMED CONSENT

I, Marquis Solomon, have read this aforestated seventeen (17) page Complaint and its assertions, and consent and agree that said assertions are true and accurate as stated and hereby consent and agree to be a party to this action.

/s/ Marquis Solomon
Marquis Solomon