

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
NORTHERN DIVISION

-----X
GREGORY KREHBIEL, :
 :
 Plaintiff, :
 :
 -against- : Case No. 1:21-cv-02927-RDB
BRIGHTKEY, INC., :
 :
 Defendant. :
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AMENDED COMPLAINT

This is an action for race and political opinion discrimination in violation of the federal and state law and for breach of contract.

JURISDICTION AND VENUE

1. This is an action arising under the laws of the United States. Jurisdiction is vested in this Court pursuant to 28 U.S.C. §§ 1331, 1343(3), and 1367, and 42 U.S.C. § 2000e-5(f).
2. Venue is proper in this Court because the acts complained of took place in this district.

PARTIES

3. Plaintiff is a citizen of the United States and the State of Maryland, and a former employee of defendant BrightKey, Inc. He is white.
4. Defendant BrightKey, Inc. (“BrightKey”) is a Maryland corporation with its

primary operations in an unincorporated area of Howard County, Maryland known as Annapolis Junction. It has more than 20 full-time employees, its activities affect interstate commerce, and it is an employer as defined in 42 U.S.C. § 2000e(b), Maryland Code, State Government § 20-601, and Howard County Charter § 12-208.I(d).

FACTUAL BACKGROUND

5. Plaintiff is a publishing, marketing, fulfillment, and operations professional. Defendant BrightKey retained Plaintiff in December 2019 as a consultant to perform tasks relying on this expertise. Defendant BrightKey hired Plaintiff in February 2020 as a full-time employee with the title Vice President of Operations. His primary tasks were supervising and overseeing client support and warehouse operations. His superiors at BrightKey told him that he was doing good work, and he received a \$10,000 bonus because of the excellence of his work shortly after he began working there.

6. Plaintiff also puts out a podcast with a friend of his where the two assess craft beers and speak about various issues of the day. (There is also an associated website.) The two often have shows on salient and controversial public issues. Prior to starting full-time employment with BrightKey, Plaintiff spoke with BrightKey's President Rita Hope Counts to apprise her of the podcast and website, and make sure that it would not be objectionable to BrightKey. Ms. Counts told Plaintiff that what he did on his own time was his business and would not affect his employment at BrightKey.

7. In reliance on BrightKey's promise and representation concerning his off-the-job

activities, Plaintiff accepted full-time employment at BrightKey and continued in that employment. Plaintiff's employment relationship with BrightKey was contractual: BrightKey paid Plaintiff a salary in exchange for performing his job duties.

8. In two podcasts broadcast later in 2020, Plaintiff and his co-host discussed various government policies, *viz.*, diversity requirements and goals in various settings and the promulgation of "hate crimes" (that is, crimes motivated by a dislike for individuals because of their membership in groups defined by specific prohibited criteria). During the podcasts, Plaintiff expressed skepticism over the propriety of government policies relating to diversity goals and "hate crimes."

9. The podcasts in question came to the attention of employees of BrightKey who objected strenuously to a white person like Plaintiff expressing such views. Specifically, they claimed that Plaintiff, because of his race and the views he expressed on diversity and hate crimes, was advocating "white privilege" and should be terminated from his position as Vice President of Operations. They communicated this demand to BrightKey.

10. The employees walked off their jobs and refused to work in order to pressure BrightKey into firing Plaintiff. They were motivated by Plaintiff's race and political opinions in demanding that he be terminated.

11. Despite its earlier promise to Plaintiff that his off-the-job podcast was his own business and would not affect his role at BrightKey, BrightKey quickly acceded to the wishes of the objecting employees and fired Plaintiff. In acceding to their demands, BrightKey knew that

the objecting employees were motivated by Plaintiff's race and political opinions in insisting that he be fired.

12. After his firing, Plaintiff has had difficulty finding work and has lost income. He also has lost his employer-supplied health insurance.

13. Plaintiff suffered depression, insomnia, and emotional distress as a consequence of BrightKey's firing him, his difficulty in finding work during the Covid-19 pandemic, and the damage to his good name.

14. Plaintiff timely filed an administrative complaint alleging discrimination on the basis of race and political opinion with the Howard County Office of Human Rights and Equity on or around December 22, 2020.

15. Plaintiff received a notice of right to sue letter from the EEOC on or around October 6, 2021.

FIRST CLAIM FOR RELIEF

(for race discrimination in violation of Title VII, Section 1981, the Maryland Fair Employment Practices Act, and Howard County Charter)

16. Plaintiff hereby incorporates all of the previous allegations of this complaint.

17. By terminating Plaintiff because of his race, BrightKey violated Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e et seq.), 42 U.S.C. § 1981, the Maryland Fair Employment Practices Act (Maryland Code, State Gov't §§ 20-601), and Howard County Charter § 12.208.

18. Plaintiff timely filed an administrative complaint and has exhausted his administrative remedies.

19. Plaintiff is entitled to backpay and compensatory damages.

SECOND CLAIM FOR RELIEF

(for political opinion discrimination in violation of Maryland Code State Gov't § 20-1202 and Howard County Charter § 12.208)

20. Plaintiff hereby incorporates all of the previous allegations of this complaint.

21. By terminating Plaintiff because of his political opinion, BrightKey violated Howard County Charter § 12.208. Plaintiff is authorized to bring this suit pursuant to Maryland Code State Gov't § 20-1202.

22. Plaintiff timely filed an administrative complaint and has exhausted his administrative remedies.

23. Plaintiff is entitled to backpay and compensatory damages.

THIRD CLAIM FOR RELIEF (for breach of contract)

24. Plaintiff incorporates all prior allegations.

25. To induce Plaintiff to accept and continue full-time employment at BrightKey as its Vice President for Operations, BrightKey stated that his podcast activities off-the-job were his own business and would not affect his position at BrightKey. Plaintiff relied on BrightKey's representation in accepting and continuing full-time employment.

26. BrightKey breached its contract with Plaintiff when it terminated him because of pressure it received from the other employees, who thought that whites should not be able to express the political opinions that Plaintiff expressed in his podcasts.

27. Plaintiff has suffered damages and will continue to suffer damages as a consequence of this breach of contract.

FOURTH CLAIM FOR RELIEF (for negligent misrepresentation)

28. Plaintiff incorporates all prior allegations.

29. To induce Plaintiff to accept and continue full-time employment at BrightKey as its Vice President for Operations, BrightKey stated that his podcast activities off-the-job were his own business and would not affect his position at BrightKey. BrightKey was negligent in making this representation because it would, in fact, terminate employees based on statements made outside of work, including on podcasts, and failed to use reasonable care in asserting otherwise.

30. Plaintiff relied on BrightKey's negligent misrepresentation in accepting and continuing full-time employment.

31. Plaintiff has suffered damages and will continue to suffer damages as a consequence of BrightKey's negligent misrepresentation.

Demand For Judgment

WHEREFORE plaintiff demands judgment:

- A. Backpay and/or frontpay;
- B. Damages in an amount to be determined;
- C. Attorney's fees and costs pursuant to 28 U.S.C. § 1920 and 42 U.S.C. §§ 1988 and 2000e-5(k), Maryland Code, State Government §§ 20-1015 and 20-1202(d), or any other applicable authority; and
- D.. Any other relief that is appropriate.

Dated: January 3, 2022

/s/ Michael E. Rosman

Michael E. Rosman

Bar No. 19716

CENTER FOR INDIVIDUAL RIGHTS

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