UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

VAUGHN WINGO, Plaintiff, v. 3M COMPANY, Defendant.	Case No. **COMPLAINT** **AND DEMAND FOR JURY TRIAL**

Comes now, Vaughn Wingo, through his undersigned attorneys, and respectfully alleges the following:

1. Plaintiff, Vaughn Wingo ("Wingo"), is a black male who was employed by Manpower on a contract for Defendant, 3M Company ("3M"), at their plant location in Aberdeen, South Dakota until he was wrongfully terminated on November 27, 2018, due to his race. Wingo's termination was in violation of 42 U.S.C. § 1981, and related South Dakota state statutes.

JURISDICTION

2. This Court has jurisdiction over this lawsuit under 28 U.S. Code § 1331 because the action arises under 42 U.S.C. § 1981 *et seq*.; and under 28 U.S. Code § 1332 because the parties are citizens of different states and the amount in controversy is more than $75,000, exclusive of interest and costs.

3. Wingo is a resident and citizen of the state of Colorado.

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4. Defendant 3M is a corporation incorporated under the laws of the State of Delaware with its principal place of business in Maplewood, Minnesota.

5. Venue is proper in accordance with 28 U.S.C. § 1391(b)(1), as 3M resides in this District because its principal place of business is in this state, and it is the sole Defendant.

DISCRIMINATION IN VIOLATION OF § 1981

6. Wingo began working under contract for 3M at their plant in Aberdeen in August of 2018. He was wrongfully terminated on November 27, 2018.

Failure Make Permanent Employee and Retaliation due to Race

7. The process for becoming a permanent 3M employee was to first take a placement test. After the placement test, the prospective employee was required to interview with two company representatives. If the prospective employee passes the interview, then they are called back for orientation. Once this process was complete, the new employee would then be placed in a department either on a contract for training or as a permanent employee. If the employee was placed on contract, it would be with Manpower (who was on-site at 3M and completely in-house) for training. Once training was complete, the prospective employee could request to be made permanent. Prospective employees would be made permanent in seniority and placement test order if all training was complete and there were no job performance issues.

8. Wingo took the placement test for 3M in early August 2018.

9. Wingo was placed on contract as a Production Operator in mid-August 2018.

10. Wingo completed his required training by the end of August 2018.

11. Wingo is the [redacted] of John Wingo ("John"), who was employed by 3M at the

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same facility but in a different department.

12. John began lodging complaints about racial discriminatory acts by 3M employees in August 2018.

13. Once John began lodging complaints of discrimination, individuals connected to John, and individuals John identified as witnesses began to have adverse employment actions taken against them.

14. This was happening around the same time that Wingo had completed training and made the request to be made a permanent employee.

15. Wingo was supervised by Amanda.

16. Wingo sent his request to be made permanent to Amanda who sent it to 3M.

17. Wingo would follow up with Amanda every few days as to the status of his request and his performance.

18. Amanda continually assured him that his performance was exceeding the standards and 3M should be approving the request.

19. This follow up process continued for over a month.

20. During this same time frame, a white female employee with a lower score on the placement exam and inferior performance, who was hired at the same as Wingo, was made a permanent employee despite Wingo's request being submitted before hers.

21. This other employee was even trained by Wingo prior to her being eligible to be made permanent but after Wingo's request to be made permanent.

22. Wingo was then paired with this employee to watch and help her since she could not effectively run the machines and consistently underperformed.

23. Eventually, without approving or denying Wingo's request, Wingo was

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transferred to a different department.

24. When Wingo was transferred to a different department, his hours were drastically reduced.

25. Once in his new department, Wingo was passed up for training.

26. Because Wingo was passed up for training, Wingo's hours were cut even more.

27. Wingo continued to follow up with Amanda about becoming a permanent employee and his lack of training through this timeframe.

28. In early November, Wingo was told by a supervisor that 3M would not make him permanent "because he was black."

29. Shortly after this was communicated, Wingo was terminated by 3M under the pretext of poor performance.

30. Wingo did not receive any negative feedback from 3M during his tenure.

31. Wingo was actively ensuring that he was meeting and exceeding standards during his time at 3M.

32. Wingo has still not received his final paycheck from 3M.

33. As a direct and proximate result of Defendant's discriminatory and retaliatory treatment of Wingo, Wingo has suffered actual and consequential damages. Defendant's discriminatory practices have caused Wingo injury, including, but not limited to, lost earnings (past and future), lost benefits, emotional pain and suffering, mental anguish, humiliation, embarrassment, loss of enjoyment of life, court costs, litigation expenses (including reasonable attorneys' fees), and other damages to be proven at trial.

34. Wingo is entitled to equitable relief and damages for Defendant's

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discriminatory practices as permitted under law.

COUNT I
INTENTIONAL DISCRIMINATION
IN VIOLATION OF 42 U.S.C. § 1981

35. Plaintiff reincorporates by reference paragraphs 1 through 34 and incorporates them herein.

36. Defendant 3M's actions as set forth above constitute intentional discrimination against Plaintiff in violation of 42 U.S.C.§ 1981.

COUNT II
DISCRIMINATION IN VIOLATION OF STATE LAW
SECTION 20-13-10 – UNFAIR OR DISCRIMINATORY PRACTICES

37. Plaintiff realleges paragraphs 1 through 34 and incorporates them herein.

38. Defendant's actions as set forth above constitute discrimination against Plaintiff based on his race in violation of the South Dakota Human Rights Act, South Dakota Code § 20-13-22, in that as Plaintiff's employer, 3M, through their agents as detailed above, discharged and accorded adverse or unequal treatment to Plaintiff as an employee of 3M with respect to his training, promotion, upgrading, compensation, employment, and other terms or conditions of his employment. These actions were taken on account of Plaintiff's race.

COUNT III
STATE CLAIM OF RETALIATION AGAINST 3M

39. Plaintiff reincorporates by reference paragraphs 1 through 34 and incorporates them herein.

40. Plaintiff was terminated in retaliation for his [redacted] making reports of discriminatory conduct in violation of the South Dakota Human Rights Act.

41. Defendant's actions as set forth above constitute retaliation against Plaintiff in

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violation of the South Dakota Human Rights Act, South Dakota Code § 20-13-26, in that 3M, by and through its agents as detailed above, did engage in reprisal against Plaintiff by reason of his [redacted] reporting the discriminatory conduct of his supervisors.

CLAIM IV
RETALIATION UNDER STATE LAW

42. Plaintiff realleges paragraphs 1 through 34 and incorporates them herein.

43. Plaintiff was terminated in retaliation for his [redacted] making reports of discriminatory conduct regarding his disability in violation of the South Dakota Human Relations Act.

44. Defendant's actions as set forth above constitute retaliation against Plaintiff in violation of the South Dakota Human Relations Act, South Dakota Code § 20-13-26, in that 3M, by and through its agents as detailed above, did engage in reprisal against Plaintiff by reason of his [redacted] reporting the discriminatory conduct of his supervisors in regard to his disability.

COUNT V
NEGLIGENT INFLICTION
OF EMOTIONAL DISTRESS

45. Plaintiff reincorporates by reference paragraphs 1 through 34 and incorporates them herein.

46. Defendant 3M's actions as set forth above constitute negligent infliction of emotional distress under state law.

COUNT VI
NEGLIGENT SUPERVISION

47. Plaintiff reincorporates by reference paragraphs 1 through 34 and incorporates them herein.

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48. Defendant 3M's actions as set forth above constitute negligent supervision of its employees at the Aberdeen plant in violation of state law.

COUNT VII
FAILURE TO PAY WAGES OWED
IN VIOLATION OF S.D.C.L. § 60-11-9

49. Plaintiff realleges paragraphs 1 through 34 and incorporates them herein.

50. As alleged above, Plaintiff was an hourly employee of Defendant and worked hours for which he was not compensated in violation of South Dakota Statute § 60-11-9.

COUNT VIII
CONCEALMENT, AIDING, AND INDUCEMENT
OF DISCRIMINATORY CONDUCT

51. Plaintiff realleges paragraphs 1 through 34 and incorporates them herein.

52. Defendant 3M's actions and lack of action amount to unlawful concealment, unlawful aiding, and inducement of unlawful discriminatory conduct South Dakota Statute § 20-13-26.

Wherefore, Plaintiff respectfully requests that Defendant's actions be declared unlawful and enter judgment in his favor and against Defendant and award:

1. Compensatory damages, including for emotional distress, as the evidence at trial may show;
2. Damages against Defendant including but not limited to those damages allowed by Title 42, the ADA, the South Dakota Human Relations Act, the South Dakota Wage Act, and any other pertinent and applicable statute, rule or regulation;
3. For Plaintiff's damages, including but not limited to, lost wages and benefits.
4. For Plaintiff's costs, disbursements, and expenses.

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5. For Plaintiff's attorney's fees.
6. Pre- and post-judgment interest, costs, expert witness fees and such other relief as the court deems proper; and
7. For such other relief as the court deems just and equitable.

PLAINTIFF DEMANDS A JURY TRIAL ON ALL CLAIMS.

Dated this 27th day of July, 2022.

McCOLLUM CROWLEY P.A.

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