

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

ELISABETH ASBEL,	§	
Plaintiff,	§	
	§	
vs.	§	CIVIL ACTION NO. _____
	§	
	§	
RENEWABLE ENERGY GROUP AND	§	
ROBERT TAYLOR	§	
	§	
Defendants.	§	

PLAINTIFF’S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Elisabeth Asbel (hereinafter “Plaintiff”) complaining of and about Renewable Energy Group and Robert Taylor (hereinafter “Defendants,” collectively) and for cause of action shows unto the Court the following:

PARTIES AND SERVICE

1. Plaintiff is a citizen of the United States and the State of Texas and resides in Bowie County, Texas.
2. Defendant Renewable Energy Group, conducts business in the state of Texas and may be served by serving its Chief Executive Officer, Daniel J. Oh, at his office located at 416 South Bell Avenue, Aimes, Iowa 50010.
3. Defendant Robert Taylor is a citizen of the State of Texas. Said Defendant should be served with process.

JURISDICTION

4. The action arises under 42 U.S.C. 1981 as hereinafter more fully appears.
5. This Court has supplemental jurisdiction over state law claims discussed below

under 28 U.S.C. Section 1367(a) because they arise out of the same case or controversy.

NATURE OF ACTION

6. This is an action under Title 42 U.S.C. Section 2000e et. seq. as amended by the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of sex.

CONDITIONS PRECEDENT

7. All conditions precedent to jurisdiction have occurred or been complied with: Plaintiff filed a timely charge of discrimination (Charge No. 450-2014-03533) with the Equal Employment Opportunity Commission (hereinafter "EEOC") within three-hundred (300) days of the acts complained of herein and Plaintiff's Complaint is filed within ninety (90) days of Plaintiff's receipt of the EEOC's issuance of a right to sue letter, which was issued on September 17, 2014. Copies of said charge of discrimination and right to sue letter are attached hereto as Exhibits A and B, respectively.

FACTS

8. Plaintiff was hired by Defendant Renewable Energy Group, Inc. on January 7, 2013 as a Control Lead Operator at its biodiesel production facility in New Boston, Texas (hereinafter "Plant").

9. Defendant Renewable Energy Group, Inc. is a producer of biofuels and developer of renewable biodiesel.

10. Plaintiff was earning a base wage of \$20.50 per hour. Plaintiff worked an average of between 40 and 60 hours per week.

11. Plaintiff received health insurance, dental insurance, vision insurance, profit sharing retirement plan, and an annual bonus.

12. Plaintiff's plant supervisor, Defendant Robert Taylor, oversaw the daily

operations of the facility in New Boston, Texas.

13. Around March or April 2013, Robert Taylor showed up at Plaintiff's residence after work with a six-pack of beer. Robert Taylor kissed Plaintiff against Plaintiff's wishes. Plaintiff told Defendant Robert Taylor that he was married, that he was drunk, and that he needed to go home.

14. While at work, Defendant Robert Taylor would constantly tell Plaintiff that she was pretty and that she was sexy.

15. Defendant Robert Taylor would enter the women's restroom at the Plant while Plaintiff was changing into and out of her required uniform, against Plaintiff's urges for him to get out. Defendant Robert Taylor told her "you don't have nothin' I haven't seen".

16. One morning in December, 2013, Plaintiff had to take inventory documents to Defendant Robert Taylor's office. Once Plaintiff entered his office, Defendant Robert Taylor grabbed Plaintiff, shut the door, pushed her against said door, and attempted to kiss Plaintiff. Defendant Robert Taylor grabbed Plaintiff's breasts against Plaintiff's wishes. Plaintiff told him to stop, pushed him off of her, and rushed back to the control room.

17 After the December, 2013 incident in his office, Defendant Robert Taylor went on week-long vacation in Florida. During that vacation, Defendant Robert Taylor called Billy Neal, the Operations Manager, and told him to write Plaintiff up for not cleaning the centrifuge every hour. On the opposite shift of Plaintiff, Rick Kinney failed to clean the centrifuge every hour, as per Billy Neal's instructions, but Rick Kinney, a male, was never written up for failure to clean the centrifuge.

18. At approximately 12:00 in the afternoon on or about March, 2014, while Defendant Robert Taylor was on the clock and supposed to be at the Plant, Plaintiff woke up to

Defendant Robert Taylor staring at Plaintiff in her bedroom. He then sat down on the bed. Plaintiff asked if there was an emergency and why Defendant was there. Defendant said he was just checking on her and Defendant started stroking and caressing her hair. Plaintiff told Defendant to get out and Defendant told Plaintiff that “she needs someone to take care of her.”

19. On or about April 29, 2014 Plaintiff reported an incident to Gus Baltabols, Regional Supervisor, in Aimes, Iowa. Defendant Robert Taylor, while at the Plant, cussed out Plaintiff, telling Plaintiff she was a “fucking idiot” and she is making the company look like idiots. Defendant Robert Taylor told Plaintiff that “nothing goes to the head office without his and Billy’s approval.” Defendant further called Plaintiff while she was on her way home from work and continued the insults, chastising, and harassment.

20. On or about April 30, 2014 Plaintiff reported to Brenda Brown, the Human Resources Representative, that she was being sexually, physically, and emotionally harassed. Plaintiff was on the verge of having a nervous breakdown. Brenda Brown and her supervisor James Barkley started the investigation process.

21. The next day Defendant Robert Taylor called Plaintiff from Maintenance Manager Kevin Godwin’s phone. Defendant told Plaintiff that she had to make this go away. Defendant told Plaintiff to blame it on her medication. Defendant told Plaintiff he could get her sick leave if she would retract the complaint.

22. Shortly after the phone call, while Plaintiff was on the job, Defendant approached Plaintiff in her control room and continued his requests for Plaintiff to change her story.

23. Sometime after the Complaint, Plaintiff was admitted to the hospital for intestinal infections. Billy Neal, operations manager, brought Plaintiff magazines and was on notice that Plaintiff was missing work for illness. Plaintiff was written up by Defendant Robert Taylor for

missing work. Defendant told her that she has to call every day while she was in the hospital, even if she was on life support.

24. Plaintiff was on paid leave for three or four days until the investigation was completed.

25. After the investigation was completed, James Barkley and Gus Baltabols called Plaintiff into the conference room at the Plant. Gus Baltabols told her that he didn't like what Plaintiff did or how she did it. He said he "will have her gone in six months." Baltabols continued, "If Plaintiff wants to stay, she will have to prove herself." James suggested that Plaintiff take six (6) month's salary and the company would pay her to move back home to Florida.

26. Following the investigation and subsequent meeting with Barkley and Baltabols, Plaintiff was written up for small and petty things.

27. Greg Britton, another operator at the facility, made the comment that "if they want to get rid of someone, that he (Britton) and Robert Taylor know how to do it".

28. Following the investigation, Plaintiff was written up for overflowing vent gas. However, Greg Britton, a male, had overflowed the vent gas the previous week and he was not written up.

29. Plaintiff was wrongly written up for a Captain Morgan bottle that was found in the trash. Greg Britton said that Plaintiff comes into work drunk on a regular basis and that's why she is always late. Greg Britton asked Plaintiff to sign a statement saying it was her bottle. Plaintiff refused.

30. Plaintiff was terminated on August 13, 2014 for being late, when in fact she was not late.

SEX DISCRIMINATION AND SEXUAL HARASSMENT

31. Defendant, Renewable Energy Group, by and through Defendant's agents, intentionally engaged in unlawful employment practices involving Plaintiff because she is a female.

32. The unlawful employment practices of Defendant, Renewable Energy Group, by and through Defendant's agents, specifically the routine discipline of female employees while not reprimanding male employees, had a disparate and adverse impact on Plaintiff because Plaintiff is a female. Such employment practices were not job related and were not consistent with business necessity.

33. Defendant, by and through Defendant's agents, sexually harassed Plaintiff, as described above, in violation of her rights under 42 U.S.C. Section 2000e (2)(a). Defendant, Renewable Energy Group, knew or should have known of the harassment, yet failed to take prompt remedial action.

DISCRIMINATION

34. Defendant, Renewable Energy Group, by and through Defendant's agents, discriminated against Plaintiff in connection with the compensation, terms, conditions and privileges of employment or limited, segregated or classified Plaintiff in a manner that would deprive or tend to deprive her of any employment opportunity or adversely affect her status because of Plaintiff's sex in violation of 42 U.S.C. Section 2000e (2)(a).

35. Defendant, Renewable Energy Group, by and through Defendant's agents, classified Plaintiff in a manner that deprived her of an equal employment opportunity that was provided to employees similarly situated in violation of 42 U.S.C. Section 2000e (2)(a).

36. Plaintiff alleges that Defendant, Renewable Energy Group, by and through Defendant's agents, discriminated against Plaintiff on the basis of sex with malice or with reckless indifference to the state-protected rights of Plaintiff.

RESPONDEAT SUPERIOR AND RATIFICATION

37. Whenever in this complaint it is alleged that the Defendant, Renewable Energy Group, did any act or thing, it is meant that the Defendant's officers, agents, servants, employees or representatives did such act and/or that at that time such act was done, it was done with the full authorization or ratification of the Defendant or was done in the normal and routine course and scope of employment of Defendant's officers, agents, servants, employees, or representatives.

ASSAULT AND BATTERY BY ROBERT TAYLOR

38. Defendant Robert Taylor intentionally, knowingly, or recklessly made contact with Plaintiff's person or threatened Plaintiff with imminent bodily injury which caused injury to Plaintiff. Defendant, Robert Taylor, touched Plaintiff inappropriately and without her consent numerous times. Plaintiff suffered damages for which Plaintiff herein sues.

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
BY RENEWABLE ENERGY GROUP**

39. Defendant Renewable Energy Group intentionally or recklessly allowed Defendant Robert Taylor to engage in unwanted sexual activity towards Plaintiff. Defendant's conduct was extreme and outrageous and proximately caused Plaintiff severe emotional distress. Plaintiff suffered damages for which Plaintiff herein sues.

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
BY ROBERT TAYLOR**

40. Defendant Robert Taylor intentionally or recklessly touched Plaintiff's breasts

and asked Plaintiff to engage in unwanted sexual activity while on the job. Defendant's conduct was extreme and outrageous and proximately caused Plaintiff severe emotional distress. Plaintiff suffered damages for which Plaintiff herein sues.

**NEGLIGENT HIRING, SUPERVISION, TRAINING AND RETENTION
BY RENEWABLE ENERGY GROUP**

41. Plaintiff alleges that the conduct of Defendant Renewable Energy Group constituted negligent hiring, supervision, training and retention. Plaintiff alleges that Defendant Renewable Energy Group did not properly screen, evaluate, investigate, or take any reasonable steps to determine whether Robert Taylor was unfit, incompetent, or a danger to third parties. Defendant Renewable Energy Group knew or should have known that Robert Taylor was unfit and could foresee that Robert Taylor would come in contact with Plaintiff, creating a risk of danger to Plaintiff. Defendant Renewable Energy Group's failure to exercise reasonable care in the hiring, supervision, training and retention of Robert Taylor was the proximate cause of damages to Plaintiff for which Plaintiff hereby sues.

RETALIATION BY RENEWABLE ENERGY GROUP

41. Plaintiff alleges that Defendant Renewable Energy Group instituted a campaign of retaliation which included having her supervisors document all actions by Plaintiff that could be used against her for termination. Defendant Renewable Energy Group's Regional Director told Plaintiff she "would be gone within six months" following her exercising her rights by assisting in the investigation. This retaliation was and is due to Plaintiff exercising her rights by testifying, assisting, or participating in an investigation or proceeding regarding an unlawful discriminatory practice. Plaintiff suffered damages for which Plaintiff herein sues.

**TORTIOUS INTERFERENCE WITH CONTRACT BY
ROBERT TAYLOR**

42. Plaintiff alleges that there was a contract or contractual relationship between Plaintiff and Defendant Renewable Energy Group that was subject to interference. Plaintiff alleges that Defendant Robert Taylor willfully and intentionally interfered with this contract and such interference was the proximate cause of Plaintiff's damages for which Plaintiff herein sues.

DAMAGES

43. Plaintiff sustained the following damages as a result of the actions and/or omissions of Defendants described hereinabove:

- a. Actual Damages;
- b. All reasonable and necessary Attorney's fees incurred by or on behalf of Plaintiff;
- c. Back pay from the date that Plaintiff was denied equal pay for equal work and interest on the back pay in an amount to compensate Plaintiff as the Court deems equitable and just;
- d. All reasonable and necessary costs incurred in pursuit of this suit;
- e. Emotional pain;
- f. Expert fees as the Court deems appropriate;
- g. Front pay in an amount the Court deems equitable and just to make Plaintiff whole;
- h. Inconvenience;
- i. Prejudgment interest;
- j. Loss of enjoyment of life;
- k. Mental anguish in the past;
- l. Mental anguish in the future;

- m. Reasonable medical care and expenses in the past. These expenses were incurred by Elisabeth Asbel and such charges are reasonable and were usual and customary charges for such services in Bowie County, Texas;
- n. Reasonable and necessary medical care and expenses which will in all reasonable probability be incurred in the future;
- o. Loss of earnings in the past;
- p. Loss of earning capacity which will, in all probability, be incurred in the future; and
- q. Loss of benefits.

EXEMPLARY DAMAGES

44. Plaintiff would further show that the acts and omissions of Defendants complained of herein were committed with malice or reckless indifference to the protected rights of the Plaintiff. In order to punish said Defendants for engaging in unlawful business practices and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendants for exemplary damages.

SPECIFIC RELIEF

45. Plaintiff seeks the following specific relief which arises out of the actions and/or omissions of Defendants described hereinabove:

- a. Reinstate Plaintiff to the position and pay grade which Plaintiff held but for the unlawful employment actions of Defendants.

JURY DEMAND

46. Plaintiff hereby demands a trial by jury.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Elisabeth Asbel, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, jointly and severally, for damages in an amount within the jurisdictional limits of the Court; exemplary damages, as addressed to each Defendant, together with interest as allowed by law; costs of court; attorney's fees; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

THE POTTER LAW FIRM

117 East Broad Street
Texarkana, Arkansas 71854
Tel. (870) 774-2569
Fax. (870) 773-2104
ThePotterFirm.com

Attorneys for Plaintiff
Elisabeth Asbel

By: /s/ Joshua L. Potter

Joshua L. Potter
Attorney-in-Charge
Texas Bar No. 24081103
E-Mail: Joshua@thepotterfirm.com

THOMAS A. POTTER

Co-Counsel
E-Mail: Thomas@thepotterfirm.com

JACOB S. POTTER

Co-Counsel
E-Mail: Jacob@thepotterfirm.com