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Ohio Southern District Court
Case No. 1:16-cv-00532
Robinette v. Trustaff

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**RICHARD W. NAGEL, CLERK OF COURT
COLUMBUS, OHIO**

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTON DIVISION**

BRENDA ROBINETTE
(Enter Above the Name of the Plaintiff in this Action)

1:16CV0532

vs.

TRUSTAFF
(Enter above the name of the Defendant in this Action)

If there are additional Defendants, please list them:

COMPLAINT

I. Parties to the action:

Plaintiff: Place your name and address on the lines below. The address you give must be the address where the court may contact you and mail documents to you. A telephone number is required.

BRENDA ROBINETTE
Name - Full Name Please - PRINT
1609 22ND ST NE
Street Address
CANTON OH 44714
City, State and Zip Code
614-557-4734
Telephone Number

If there are additional Plaintiffs in this suit, a separate piece of paper should be attached immediately behind this page with their full names, addresses and telephone numbers. If there are no other Plaintiffs, continue with this form.

Defendant(s):

Place the name and address of each Defendant you listed in the caption on the first page of this Complaint. This form is invalid unless each Defendant appears with full address for proper service.

- 1. TRUSTAFF
Name - Full Name Please
4270 OLENDALE MEIFORD RD CINCINNATI OH 45242
Address: Street, City, State and Zip Code
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

If there are additional Defendants, please list their names and addresses on a separate sheet of paper.

II. Subject Matter Jurisdiction

Check the box or boxes that describes your lawsuit:

- Title 28 U.S.C. § 1343(3)
[A civil rights lawsuit alleging that Defendant(s) acting under color of State law, deprived you of a right secured by federal law or the Constitution.]
- Title 28 U.S.C. § 1331
[A lawsuit "arising under the Constitution, laws, or treaties of the United States."]
- Title 28 U.S.C. § 1332(a)(1)
[A lawsuit between citizens of different states where the matter in controversy exceeds \$75,000.]
- Title _____ United States Code, Section _____
[Other federal status giving the court subject matter jurisdiction.]

IV. Previous lawsuits:

If you have been a Plaintiff in a lawsuit, for each lawsuit state the case number and caption.
(Example, Case Number: 2:08-cv-728 and Caption: John Smith vs. Jane Doe).

<u>Case Number</u>	<u>Caption</u>
_____	_____ vs. _____
_____	_____ vs. _____
_____	_____ vs. _____

V. Relief

In this section please state (write) briefly exactly what you want the court to do for you. Make no legal argument, cite no case or statutes.

I am seeking monetary relief in the amount of 100,000 dollars from the defendants. I WAS DISCRIMINATED AGAINST BY TRUSTAFF'S CLIENT OHIO HEALTH OUTREACH LABS & THEY ENDED MY CONTRACT ASSIGNMENT. TRUSTAFF DID NOTHING ON MY BEHALF AS THEIR EMPLOYER, RATHER RETALIATED AGAINST ME AND DID NOT GET ME FURTHER ASSIGNMENTS. THEY ALSO CAUSED ME TO OWE IRS DUE TO NOT SENDING W-2'S IN TIME IN MY NAME. THEY ALSO BREACHED CONTRACT & DID NOT PAY ANY HOUSING OR TRAVEL EXPENSES ON MY BEHALF. AS WELL AS OTHER DAMAGES & UNLAWFUL PRACTICE INCLUDED IN COMPLAINT. I AM SEEKING MONETARY RELIEF IN THE AMOUNT OF 100,000 DOLLARS.

I state under penalty of perjury that the foregoing is true and correct. Executed on

this 1st day of May, 2016.

Brenda K Robinson
 Signature of Plaintiff

1:16CV0532

MAY 1, 2016

US DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF OHIO EASTERN DIVISION
OFFICE OF THE CLERK RM 121
85 MARCONI BLVD
COLUMBUS OHIO 43215

BRENDA L ROBINETTE
1609 22ND ST NE
CANTON, OHIO 44714

RE: RETALIATION / DISCRIMINATION

On Tuesday November 18, 2014, I started working as a contract phlebotomist, with Ohio Health Outreach Labs in Columbus, Ohio. The assignment was temp to perm through Truststaff Healthcare Solutions. Truststaff is a healthcare staffing/contracting agency, whom specializes in placing healthcare professionals such as myself in clinical and medical healthcare facilities. Kati Basso a recruiter for Truststaff contacted me in October of 2014, regarding a position in Columbus Ohio for Ohio Health Hospital Outpatient Labs. The position would be for a (TLA) Travel Lab Asst or Technical Lab Asst. The duties were of a phlebotomist drawing blood in various Ohio Health Outpatient Labs.

To my surprise Kati Basso was originally from the state of Maine, where I had also worked a contract travel phlebotomy assignment in a well-known hospital in Maine. The hospital name is Midcoast located in Brunswick, Maine. While on assignment at Midcoast in Maine I experienced a very unpleasant, and most unwelcoming encounter, with staff. I was met outside of a patient's room by a

nurse in the surgery unit, where a co-worker and I were entering to do a patient draw. The nurse stated quite frankly to me "This particular patient does not want any African Americans drawing their blood, sorry." She was so casual about it that I almost thought she was joking. Needless to say when I received a call from Katie Basso, with a state of Maine phone number, I was reluctant to say the least. She explained to me that Maine was her home, and the phone she was calling from was her personal cell, and that her office phone was experiencing difficulties.

I did accept the offer from Kati Basso to do the position as TLA with Ohio Health, in spite of the ironic coincidence. Kati informed me that once my background check, TB Tests, drug screen, mask fittings, flu shot, and etc. came back cleared. I could start the assignment within 2 weeks. Having been out of work for over a month, I was eager to start. I had to pay for most things except background check, and drug screen, out of my own pocket. I did inquire how far back the agency went back as far as the criminal background. Kati told me seven years. When I was reviewing the contract I noticed it was written as though the TLA Position, was travel which would pay per diems etc. I was informed by Kati, and everyone else in question that the assignment would not be travel, but contract with no per diem pay, or rental car, or housing pay. I was told that the contracts were actually made for nurses, and I was to omit that portion. I did omit the portion of the contract as told, and did not receive any pay for my travel from Canton Ohio, to Columbus Ohio. Kati Basso recruiter was made aware upfront, that I actually lived in Canton Ohio, but would be willing to stay in Columbus Ohio with friends, during assignment duration, should have been at least 90 days. In the event I was kept on with Ohio Health permanently, I would relocate there with my son.

In the meantime I made arrangements to stay with friends, with my son. I did however look for housing as well. Due to unexpected events I did have to pay for motel suite for 3 weeks for me and my son. It was over three hundred per week. We also got caught up in one of the worse blizzards ever, on the way to Columbus. It was so bad my heat went out, my windows fogged up dangerously, and I had to

pull over on the road to call triple A, in which I found out almost an hour later that, the roads were too bad for them to travel. It was a dangerous and scary journey, but we made it through. Yet we could have been killed. After the orientation, I was directed to HR Dept. for finger printing, online testing, and ID Badge.

This was unexpected since the agency had already conducted a background check, among other things. However I followed procedure as instructed. I also filled out the Background Authorization and Disclosure background form. I stated that I had not had anything criminal on my record in over 18 years, which was far more than 7 years agency required. The next day I started working at the family practice Outreach Lab with Lauraly. I worked very closely with Laura, and she was pleased with my job performance as phlebotomist (TLA), and she also gave a really good report to Tim Phlebotomy Supervisor. I also worked other units in hospital drawing blood specimens. I worked Sports Medicine closely observed, and Coumadin Clinic, closely observed. Tim was so pleased with my phlebotomy skills he let me work the Community Clinic alone for almost 3 weeks. I even opened and closed the clinic.

After my first day I received a message to report to HR Dept. Once I arrived I had to meet with and HR Rep that I honestly don't remember her name, and HR Director Vivian Whitehouse. The HR Rep had the form I had filled out about my background check out and stated she needed more detail. I explained that almost 20 years ago then, and over 20 now. I had a crack cocaine addiction, and I prostituted myself, and worked as a stripper to support my very terrible habit. I will never forget the look on their faces. I was then given written instructions of what to do once the background check was received by me in the mail. They confirmed the address in Canal Winchester, where we were residing at. They also informed me not to open it and to bring it in their office where we would open and review it together. The instructions also stated basically the same. I was then informed, that at that point it would be determined if I would be kept on permanently.

When I left HR that day I felt very ashamed and humiliated to have to sit there and relive my past of so many years and so many heart aches ago with two total strangers whom showed no empathy what so ever. I also felt relieved that I may have a chance at being kept on permanently with the hospital. I did not have to be finger printed at MidCoast in Maine. I have worked two other hospitals through agencies since this incident at Ohio Health, and was not finger printed. One being The Cleveland Clinics a very major and well known and, respected hospital. All in which were phlebotomy positions drawing blood. I was told by the agency that sent me to Cleveland Clinics, that I would only be fingerprinted if hired on with the hospital. Except for MidCoast these are Ohio facilities, and should all have the same laws.

When I received my background results in the mail almost six weeks later. I did as instructed, I did not open it and contacted HR while working the Community Clinic. I was told I would be given a call back by Vivian or the other HR Rep. When I didn't hear back and the end of the day was approaching. I called again, and was told that someone would call me back. Instead of HR calling me back, Tim the phlebotomy supervisor called me back. He said he was very sorry but the HR Rep had told him that today would be my last day, and my assignment was being ended due to my background report. For a moment my heart stopped. All I could think about is how much I had put my poor child through to take this job. Being the diehard medical professional that I am, I finished the day with a smile for each patient. They never knew what happened. All of the specimens were spun properly and set in the box for the courier.

Office was cleaned and all paper work put away properly. No time to cry, have to be strong for my child. I really enjoyed my job at the Community Clinic. I really connected with the patients and they all seemed satisfied with me. I really thought I would be given a fair and equal opportunity there. I feel that the agency did nothing to assist me, nor did they find me any further assignments afterward. I also feel I was violated in the fact that the agency or HR did not tell me I was being terminated. My


supervisor had no right to know of my criminal record at all. I feel that I proved myself to HR Dept., that I could do the job and definitely had the qualifications and skills to do it. They did not even have the decency to allow me to finish at least the contract assignment.

Not only was my rights violated by the hospital, as well as I was discriminated against due to my race and color, and retaliated against by hospital, but by the agency whom sent me there as well. I also feel the agency practiced unlawful actions by breaching and not honoring their contract, to pay for my housing, and travel, and per diems. They also under the equal pay act did not provide me a wage equal to their white contractors. I did not hear from them for two years. I was wrongfully terminated, and should not have been fingerprinted. The agency also did not send me a w-2 in a timely manner causing me to owe the IRS money. I feel that I was discriminated against as well as retaliated against unlawfully according to the Civil Rights Act Title VII 1964, I also feel my rights were violated under the Equal Opportunity Act 2006.

I am asking for monetary relief for damages and harm, as well as punitive damages, as well as mental distress, and defamation of character. In the amount of 100,000 dollars. I did nothing wrong yet Truststaff, abandoned me and left me stranded, and have not bothered to contact me for any further assignments

Brenda L Robinette

MA/Phlebotomist (ASCP)

A handwritten signature in black ink that reads "Brenda L Robinette". The signature is written in a cursive style with a large initial "B".

EEOC Form 161-B (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: **Brenda L. Robinette**
1609 22nd Street, Ne
Canton, OH 44714

From: **Cleveland Field Office**
EEOC, AJC Fed Bldg
1240 E 9th St, Ste 3001
Cleveland, OH 44199

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
532-2015-01767	Elmeaco J. Mallory, Investigator	(216) 522-7657

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA **must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

More than 180 days have passed since the filing of this charge.

Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.

The EEOC is terminating its processing of this charge.

The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

The EEOC is closing your case. Therefore, your lawsuit under the ADEA **must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice**. Otherwise, your right to sue based on the above-numbered charge will be lost.

The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

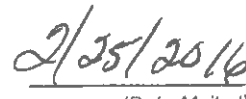
Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



Cheryl Mabry-Thomas,
Director



(Date Mailed)

Enclosures(s)

cc:

TRUSTAFF MANAGEMENT, INC.
4270 Glendale-Milford Road
Cincinnati, OH 45242