Filed in District Court
State of Minnesota
6/30/2021 9:51 AM

STATE OF MINNESOTA	DISTRICT COURT
COUNTY OF RAMSEY	SECOND JUDICIAL DISTRICT

Georgann Gillund,

Plaintiff,

v.

St. Jude Medical, S.C.; St. Jude Medical, LLC; and Abbott Laboratories,

Defendants.

Case Type: ____________________
Judge ________________________

SUMMONS
(JURY TRIAL DEMANDED)

THIS SUMMONS IS DIRECTED TO: THE ABOVE-NAME DEFENDANTS.

1. **YOU ARE BEING SUED**. The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS**. You must give or mail to the person who signed this summons **a written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

SCHAEFER HALLEEN, LLC
412 South Fourth Street, Suite 1050
Minneapolis, Minnesota 55415

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the

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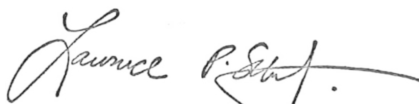
complaint. If you do not want to contest the claims stated in the complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the complaint.

5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case**.

6. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: June 28, 2021

SCHAEFER HALLEEN, LLC



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STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF RAMSEY | SECOND JUDICIAL DISTRICT

Georgann Gillund,

Plaintiff,

vs.

St. Jude Medical, S.C.; St. Jude Medical, LLC; and Abbott Laboratories,

Defendants.

No. ___________________________
Judge ___________________________

COMPLAINT AND JURY DEMAND

Plaintiff Georgann Gillund ("Gillund") by and through her legal counsel, for her Complaint against Defendant St. Jude Medical S.C. Inc. and St. Jude Medical, LLC ("St. Jude"), two subsidiaries of Defendant Abbott Laboratories ("Abbott"), states and alleges as follows:

I. INTRODUCTION

1. Gillund brings this action to remedy St. Jude and Abbott's sexual harassment, sex discrimination, age discrimination, and retaliation in violation of the Minnesota Human Rights Act, Minn. Stat. § 363A *et seq.* ("MHRA"); defamation; failure to pay wages and violation of Minn. Stat. § 181.13; and breach of its employment contract with Gillund.

II. PARTIES

2. Gillund was an employee of St. Jude and later, Abbott, from 2013 until her termination on March 15, 2021. Gillund resides in Scott County, Minnesota.

3. Gillund joined St. Jude, as a Territory Manager III ("TM III") on February 25, 2013. St. Jude was later acquired by Abbott in January of 2017, and thereafter St. Jude became a wholly owned subsidiary of Abbott.

4. St. Jude and Abbott (hereinafter referred to jointly as "Defendants") are medical device and health care corporations with their corporate headquarters and principal place of business located at Abbott Park, Illinois.

III. JURISDICTION AND VENUE

5. This Court has jurisdiction over the parties and causes of action alleged by Plaintiff pursuant to Minn. Stat. § 484.01 because Defendants conduct business in Minnesota and the events described in this Complaint occurred in Minnesota.

6. This Court has personal jurisdiction over Defendants and causes of action alleged by Plaintiff pursuant to Minn. Stat. § 543.19 because the events described in this Complaint occurred in Minnesota and Defendants conduct business in Minnesota.

7. Venue in this Court is proper pursuant to Minn. Stat. § 542.08 and § 542.09 because Defendants conduct business in Ramsey County, Plaintiff worked for Defendants in Ramsey County, and Defendants have consented to venue to in Ramsey County, Minnesota. In section 6(A) of the Addendum to its Employment Agreement with Gillund, signed on October 1, 2019, Defendants specify this County as the required venue for litigation.

8. Plaintiff filed a charge alleging discrimination and retaliation with the Minnesota Department of Human Rights on May 8, 2020, and she has notified the Department of her decision to proceed with this lawsuit.

IV. FACTUAL ALLEGATIONS

A. Plaintiff's Successful Career before Employment with Defendant.

9. Plaintiff had a very successful career as a medical device salesperson prior to joining Defendants.

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10. Gillund's career in the medical device industry began in 2002 when she started as a Physician Liaison at MAPS Medical Pain Clinics, and was later promoted to Director of Corporate Development.

11. While working at MAPS, Gillund was also a national speaker for the American Society of Interventional Pain Physicians and was on the Board of Directors of the Minnesota Academy of Family Physicians Foundation.

12. Gillund also lobbied on behalf of the Minnesota Society of Interventional Pain Physicians and was successful in implementing the Minnesota Prescription Monitoring Program, which is used today to assist providers with accessing patient prescribing information.

14. In 2011, Gillund left MAPS to more fully understand the role of industry in healthcare with a start-up medical device company, SI-BONE.

15. Once she started her employment at SI-BONE, Gillund found that she missed her work with pain management, and began exploring her employment options in that area of specialty.

16. Plaintiff was then recruited aggressively by Defendant St. Jude and accepted employment there.

B. Plaintiff's Initial Success at Defendant.

17. Plaintiff began her employment with St. Jude on February 25, 2013, as a "Territory Manager ("TM") III in Neuromodulation, a practice which involves implanting a medical device into a patient and using electrical impulses to interrupt or change a pain signal to treat neuropathic (nerve-related) pain.

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18. Plaintiff's responsibilities primarily consisted of making sales to health care providers, participating in surgeries utilizing St. Jude's products (and after 2020, Abbott's products), and marketing Defendants' products to new health care providers.

19. To perform sales in her position, Plaintiff would reach out to a physician and offer to meet with them about a product.

20. Plaintiff would then typically meet with the physician and market the product.

21. If the physician chose to use the product, Plaintiff and/or a Clinical Specialist ("CS") would bring the product to the surgery and work with the physician to surgically implant the product into the patient to alleviate and treat the patient's pain.

22. Plaintiff would then maintain communications with the physician and patient and follow up on potential future treatments or management of the product.

23. In her position, Plaintiff partnered with a team of CSs and would coordinate with them to participate in various surgeries.

24. Plaintiff occasionally mentored a TM I, which is a sales employee in training to eventually be promoted to a TM III.

25. CSs focused on participating in surgeries and educating about products; TM I's participated in these activities while also training to participate in sales. All team members, including Gillund, reported to the Region Manager ("RM").

26. As a TM III, Plaintiff received a guaranteed salary of $80,000 per year while working for Defendants.

27. When Gillund sold Defendants' products, she received a commission that was typically 5% of the sales revenue, and that percentage could fluctuate depending on how well Gillund achieved her assigned sales revenue "quota" each year.

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28. The quota is a specific dollar amount of sales that Gillund and her team were expected to achieve from sales in any given year.

29. The quota was based off the previous year's revenue and increased by a percentage determined by Defendant.

30. If Gillund and her team achieved certain predetermined percentage increases over plan, she would receive additional percentage commission payments based on these overages.

31. Further, if Plaintiff was designated as a "top performer" in her region, she would receive additional bonuses and awards.

32. If Plaintiff hit 100% of her quota, her commission would increase by an incremental percentage.

33. The higher amount of sales revenue Gillund and her team achieved over her quota, the higher this percentage would increase.

34. Within St. Jude, the TM III played the biggest role on a team in selling medical devices to health care providers; that hierarchy continued after Abbott acquired St. Jude in 2017.

35. Although Abbott acquired St. Jude in 2017, several medical device products continued to maintain the St. Jude packaging.

36. As Gillund became familiar with her work, she gradually became one of Defendant's most successful TM III sales employees.

37. In 2014, her first full year at St. Jude, she finished at 261% of her quota, which resulted in her manager, RM John Collier ("Collier"), commenting in her annual performance review, "GG had a great year in 2014 and it was exciting to see her development over the year in how she built her territory. She brings a big picture aspect to the business and it has helped drive her success."

38. This achievement was the highest (in terms of exceeding quota and other requirements) of all TMs across the nation, and Plaintiff won Territory Manager of the year based on this performance combined with her previous year's performance.

39. Plaintiff was (and still is) the only woman within the Neuromodulation Division to ever achieve this award at Defendants.

40. Regarding her ability to perform administrative and other duties not directly related to sales, Collier noted in her annual performance review for 2014: "GG has put a lot of time and effort into building her team and being a team player. She operates with the utmost integrity and puts her patients and customers first."

41. At the end of 2014, Trent Perry, another TM III, became Gillund's partner, and together, they shared a $1.5 million territory (in terms of average annual sales revenue).

42. They eventually grew this territory to be worth $10 million in annual sales revenue.

43. It was not common within Defendant for two TM III's to share a territory, but Gillund and Perry worked together to make their partnership as successful as possible.

44. Sharing the territory meant that they both had equal access to physicians and hospitals within the territory, as well as CSs who would assist with surgeries and patient care in that territory.

45. No matter who made more sales, they would equally share the total commissions for their territory in a given year.

46. In 2015, Gillund continued to exceed her quotas and get "exceptional" and "exceeds expectations" ratings from her manager on her periodic performance reviews. Her sales consistently met percentage to plan and were well above most other TMs in all regions nationally.

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47. Collier noted in her annual performance review for 2015 that Gillund did a "great job of converting competitive business" and congratulated Plaintiff and her teammate on an "absolutely fabulous 2015."

48. She was rated a "5", corresponding to "exceptional" (the highest rating possible) on half of the rated areas including in the area of being collaborative and team-oriented.

49. Also in 2015, Plaintiff achieved President's Club recognition, which is based on two years of sales and goes to the TM III with the highest percent over plan for two years.

50. This award only goes to the top ten TM III's in the company.

51. In 2016 Plaintiff again was recognized for her success and achieved President's Club status.

52. In 2017, Plaintiff was recognized as the Region Territory Manager of the year.

53. Plaintiff received President's Club recognition for the next three years as well, through 2019, a period that included the first two years after Abbott acquired St. Jude.

C. New Management Evinces Bias Against Plaintiff.

54. In the summer of 2017 (and unrelated to Abbott's acquisition of St. Jude) Defendants altered the territories over which Plaintiff's manager (Collier) supervised, as Defendants' leadership apparently determined Collier's territory was too large.

55. As a result, in June of 2017, Defendants took several territories from Collier and gave them to Mr. Scott Cairns ("Cairns"), who ultimately replaced Collier as Plaintiff's new manager.

56. Cairns is more than 10 years younger than Gillund.

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57. Following this change in leadership, Gillund and other women under Cairns' leadership began to notice and raise concerns about a pattern of gender discriminatory treatment from Cairns.

58. In 2018, Cairns did not complete an annual performance review for Gillund.

59. Cairns' refusal to provide Plaintiff with a review violated Defendant's internal policy requiring Regional Managers to provide their Territory Managers with annual performance reviews.

60. This policy is in place to ensure that both parties are meeting their goals and to promote communication about these goals.

61. Cairns' refusal also denied Plaintiff the opportunity to learn how she could improve by not completing the required annual review.

62. Instead of providing Gillund with a review and written guidance about any areas in which she could improve, Cairns instead frequently berated her for minor mistakes and repeatedly informed her that she "was not well-liked" among the employees on her team.

63. This input was directly contrary to what Plaintiff had experienced in the past in her relationship with Collier, who provided Gillund with uniformly positive feedback, including praising her relationships with team members.

64. Although Gillund had experienced sexist remarks and treatment on occasion during her career, she had never experienced such blatant discriminatory treatment as exhibited by Cairns, nor witnessed such clear favorable treatment of young men over women, as explained below in detail.

65. Gillund's talent, experience, and the relationships she had developed with influential physicians nonetheless set her up to succeed under Mr. Cairns despite his treatment of

her, but her success did not deter his near-constant inappropriate and discriminatory behavior and comments.

1. Discriminatory Split of Territory.

66. Cairns demonstrated his favor towards men through his territory designations, namely by setting up male TMs with higher earning potential while reducing the earning potential for female TMs, including Gillund.

67. In 2019, Gillund and other women who reported to Mr. Cairns complained to the Abbott Human Resources department about Cairns' discrimination against them and his favoring of younger males on his team through these territory designations.

68. For example, when Gillund's TM III partner, Perry, resigned from his employment at Defendants in July of 2019, Cairns severely undercut Gillund in what she could earn and what territories she could grow by taking away several clinics and physicians with whom she had previously developed relationships and made significant sales.

69. When Plaintiff shared the territory with Perry, they were equal partners who received the same quota and incentive pay, and they split the revenue from the territory, where they had developed annual sales in the $10 million range.

70. Gillund and Perry both had equal access to physicians, equal opportunity to grow business, and equal earnings from their shared territory.

71. When Perry left, Gillund reasonably expected that her past success would ensure her the opportunity to manage this $10 million territory on her own, an opportunity that had been granted to several male TM III's at Defendants.

72. These men include Eric Skoloff, Evan Richardson, Christopher Huntley, Matt Griesmer, and Nick Preston.

73. Several male TM III's had been granted large territories with revenues ranging from $10 million up to $25 million, even when those male TM III's were less successful than Gillund in terms of percentage to plan in their assigned territories.

74. Gillund, expecting to be treated similarly to other male TM III's who were successful in their territories, asked Cairns and Mr. Todd Woodson ("Woodson"), the Area Vice President and Cairns' supervisor, that the entire territory she had developed and managed with Perry be assigned to her after Perry's departure.

75. Gillund had successfully developed a sales process which prompted the other top-revenue-generating males to seek training from her, which resulted in additional growth in their own territories; these results confirmed Gillund's skills and capabilities to manage a large territory.

76. To Gillund's shock, Cairns and Woodson denied her request and made baseless claims that she "was unqualified" to lead the territory and was "disliked" by many people.

77. Gillund immediately asked for more explanation and details, but she was met with hostility and told by Cairns "to appreciate what she got."

78. Instead of treating her like other male TM III's and allowing her to keep several of the accounts she had grown from scratch, Cairns and Woodson informed her on August 12, 2019 that eight of her accounts (totaling seventeen trialing doctors) would go to Brandon Robinson (Robinson), a younger male TM III with a far less successful track record than Gillund. Robinson was not achieving his plan on a regular basis with the territories he had previously been given.

79. Robinson already had seven trialing doctors, so he covered a total of twenty-four trialing doctors when this reassignment occurred.

80. Plaintiff was left with nine accounts and nine trialing doctors.

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81. This split of her territory placed Gillund in a much worse position than she had been in her partnership with Perry.

82. Following Perry's departure, Cairns cut off Plaintiff's access to various physicians, hospitals, and areas of growth within the territory.

83. Namely, each of the accounts given to Robinson were accounts Plaintiff had initiated on her own, depriving her of all future revenue from the fruits of her labor.

84. Instead of sharing the territory equally with Robinson as she had done with Perry, Plaintiff was limited to managing only a portion of the territory, and she was not permitted to grow her sales in any area within the scope of Robinson's newly acquired territory.

85. Because of this splitting of her territory, Plaintiff lost $79,000 in commissions that she would have earned had she been permitted to keep the territory through the remainder of the year.

86. Later, Cairns tried to cover up his discriminatory intent by alleging to Plaintiff that one reason for denying her the large territory was Defendants' recently developed plan to split up large territories among multiple TM III's.

87. Defendants did not, however, split up large territories of the male TM III's in several other regions.

88. The splitting of Gillund's territory occurred on September 1, 2019.

89. For the month of September of 2019, however, Gillund and her team covered tasks required for both Gillund's reduced territory and the territory taken from Gillund and assigned to Robinson.

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90. Because of the work she did for Robinson's newly assigned territory, Gillund asked Cairns if the split could take place on October 1st so she would get the full revenue she had earned from the territory due to her work in September.

91. Cairns denied that request and granted the fruits of Plaintiff's labor, namely the revenue from that territory for the month of September, to Robinson. Cairns blatantly used his power to give credit to Robinson that he had not earned.

92. When Cairns replaced Collier, he also restricted or otherwise took away portions of Gillund's territory in such a way that Gillund was limited in the number of physicians she could access and the territory she could grow. Robinson, by contrast, was granted the fruits of Plaintiff's several years of hard work by the assignment of a significant part of Gillund's territory to him.

93. Cairns' split of Gillund's and Perry's territory was noticeably discriminatory because he only permitted Gillund to work with nine trialing physicians, whereas Robinson was permitted to work with twenty-four trialing physicians.

94. Trialing physicians are physicians who consistently and actively work with Defendants and their products, and they are the primary revenue generators for TM IIIs.

95. When splitting the territory, Cairns let Plaintiff keep only nine of her trialing physicians, and she was not given any warning that her territory would be so reduced.

96. Meanwhile, he assigned Robinson the seventeen remaining trialing physicians, despite Gillund's prior successes and relationships with several of these physicians.

97. Therefore, Robinson was given the opportunity to grow his revenue to be worth over 250% of what Gillund's territory was worth.

98. Robinson was granted this exceptional opportunity despite having a mediocre track record in sales at Abbott, far below the levels Gillund had achieved.

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99. For example, Robinson had only ever achieved 80% of his quota – well below the levels of success Gillund had demonstrated in the past.

100. Further, Robinson was not even welcome at one of the clinics Cairns took from Gillund and assigned to him (Twin Cities Pain Clinic) because the physicians there believed Robinson was "not clinically sound," and expressed this concern to Gillund's former CS Aaron Benson (Benson), who in turn relayed it to Gillund.

101. Benson was eventually promoted to a TM I and continued to oversee Twin Cities Pain Clinic because Robinson was not the preferred representative.

102. Gillund specifically conveyed this concern to Cairns and asked to keep Twin Cities Pain in her territory because it was her second largest account, but Cairns and Woodson inexplicably denied this request.

2. Gillund is Given Discriminatory Quota Assignments.

103. Further, Cairns' quota assignments consistently favored younger male employees and penalized successful female employees.

104. For example, even though Gillund had been assigned seventeen fewer trialing physicians, Cairns assigned her a quota of $2.4 million for the remainder of the year while he assigned Robinson had a quota of $1.4 million for the remainder of the year.

105. Gillund therefore had to generate nearly 175% the revenue as Robinson, despite Cairns' action of taking away her trialing physicians and second largest producing account, thus restricting how she could generate that revenue.

3. The 2019 Employment Agreement.

106. By the summer of 2019, several of Defendants' employees were leaving for better job opportunities and work environments.

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107. As a result, Defendants began pressuring all of its employees to sign "Term of Years" Agreements that ensured the current employees would remain employed for the term of these agreements.

108. Among other restraints, employees who signed the agreement would not be permitted to work anywhere else for the term of the agreement.

109. Gillund recognized that this agreement would severely restrict her rights, so she negotiated for an advanced payment structure under the agreement in which her commissions would be paid out quarterly rather than annually.

110. Gillund signed the Term of Years Agreement with the quarterly payment structure (the "Agreement") on October 12, 2019.

111. The Agreement eliminated Plaintiff's at-will employment status and designated that Defendants may only terminate Plaintiff's employment: "with Cause"; by mutual agreement between Defendants and Plaintiff; by Defendants due to a position elimination or reduction in force; or by Defendant automatically upon Plaintiff's death or disability.

112. "Cause" was defined to mean: (i) the commission of a felony; (ii) the commission of any act or omissions involving dishonesty, disloyalty or fraud with respect to Abbott or any of its customers or suppliers; (iii) conduct tending to bring Abbott into substantial public disgrace or disrepute; (iv) negligence or willful misconduct with respect to Abbott, or with respect to Abbot's customers or potential customers; (v) failure to perform Employee's duties as reasonably directed by Abbott following notice of such failure and a reasonable opportunity for Employee to remedy or cure any such failure; (vi) violation by Employee of any law or of any SJMSC or applicable Abbott policy, including, but not limited to, Abbott's Code of Business Conduct and the AdvaMed

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Code of Ethics for Interactions with Health Care Professionals and any policies related thereto; or (vii) any breach of the Term Agreement and/or the Employee Agreement.

113. At the end of the first quarter under the Agreement, Gillund was surprised that she did not receive the initial quarterly guaranteed commission payment she was due.

114. After some investigating, Gillund learned that Cairns had held onto her Agreement for two months after she had signed it and did not notify the accounting department of the modified pay structure.

115. Gillund was thereby denied the payment she was guaranteed under the Agreement.

4. The Disparaging Invoicing Email.

116. On November 29, 2019, Gillund had entered in her electronic calendar that she was on vacation.

117. The day was also a company holiday, but Gillund was still frequently contacted by Cairns on holidays unless she officially took the day off.

118. Eventually, even taking vacation was fruitless, as Cairns would still contact her even when she tried to use her PTO.

119. Younger male coworkers, however, were permitted to use their PTO without fear of retaliation or harassment on their days off.

120. Cairns contacted her throughout the day she had designated as vacation time, constantly pressing her about invoicing that was out of her control.

121. Gillund was wedding dress shopping with her daughter, but she was unable to enjoy this momentous occasion because of Cairns' harassing and incessant communications.

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122. Gillund eventually had to excuse herself from supporting her daughter to respond to Cairns. Gillund then informed him that she could not complete the invoicing because she was awaiting information from various doctors which was necessary to complete this invoicing.

123. Cairns subsequently wrote an email to the entire region and insinuated Gillund's failure to complete the invoicing as the reason the entire region failed to reach its sales goals.

124. Although Gillund did not have control of the entire region, Cairns blatantly disparaged her to dozens of individuals by blaming her for something beyond her control.

125. Upon information and belief, no such email had ever been sent in the past when younger male individuals failed to reach their individual goals, as the entire group would take responsibility for regional shortcomings.

126. Cairns inappropriately targeted and disparaged Plaintiff (when she had done nothing wrong) in a manner that had never occurred when younger males actually were to blame for their shortcomings.

D. Discrimination and Retaliation Continues in 2020.

127. Despite Plaintiff's and others' reports of discrimination in 2019, discriminatory patterns continued.

128. When Plaintiff addressed this discriminatory culture to Woodson in January of 2020, noting specifically that women "do not fit" in Defendants' culture, Woodson responded that he liked the culture that Cairns created.

129. Also in January of 2020, at a conference in Las Vegas, Cairns texted TM I Austin Soine and invited him and a CS, Aaron Benson, to meet with two providers at the nearby Top Golf simulation center.

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130. Gillund and two female coworkers were also present at the conference, but they were not invited to this opportunity to talk with providers and teammates.

131. Cairns also instructed Mr. Soine and CS Aaron Benson to pay for the group's activities and later request Cairns' approval for the charge so Defendants could cover it.

132. Such charges are not permitted on Abbott credit cards and violate Company policies as well as the industry Avamed Code of Ethics.

133. Less than a month later, Cairns berated Plaintiff for a mistake she made on her expense report and alleged that she was violating company policy.

134. On February 7, 2020, Gillund followed up her 2019 complaint to Human Resources. She specifically described the ongoing discrimination and retaliation she was experiencing and asked that an investigation ensue and appropriate corrective action occur.

135. On the same day that Gillund made the report to HR about Cairns, Woodson subsequently launched an "investigation" into Gillund's work history and how she worked with her peers.

136. This "investigation" included contacting current and former employees of Abbott actively soliciting criticism of Gillund's leadership style.

137. On February 19, 2020, Gillund sent an email to employee relations and provided evidence with multiple examples of discrimination; there was no response to these discrimination complaints.

138. Along with performing a sham and retaliatory investigation, Cairns and Woodson expressed open hostility to her about the complaints she had raised and her ability to work effectively with her colleagues.

139. For example, at a sales meeting on February 24, 2020, where Gillund received the President's Club Award for her sales achievements for the third time within six years of employment, Cairns berated her in front of her colleagues Rosie Baker, Megan Leameister, Aaron Benson, Ike Rosefelt, and Austin Soine, calling her a "bad teammate."

140. When she confronted Cairns for demeaning her to colleagues, he reported her to Woodson.

141. Woodson only interviewed the men about the incident; he did not ask the women about what happened.

142. Gillund also later learned that Cairns had further disparaged her to her colleagues, telling TM Brett Bohanen that Gillund "isn't thought of very highly."

143. Another colleague, Rosie Baker (Baker), informed Gillund that, when Baker joined Abbott, Cairns told her that she should not associate herself with Gillund and that management would think poorly of her if she did.

144. These statements were false and intended to damage Gillund's reputation.

145. Instead of investigating Gillund's complaint, Woodson blamed Plaintiff for failing to communicate effectively with Cairns.

146. On February 25, 2020, the day after the incident, Woodson pulled Gillund into a conference room by herself and then began yelling at her.

147. He then pounded on the table and shouted, "What am I going to do with you? I need you to behave!"

148. When she tried to speak, he shouted at her, "Stop this right now!"

149. Plaintiff was terrified and did not speak any further.

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150. Because of Woodson's behavior, Gillund was so distraught that she left the conference early. She then reported this incident to Jim Curcio, her Human Resources Representative.

151. On March 24, 2020, Cairns and Woodson confronted Plaintiff and alleged that she was the reason for one of her female coworkers, Alisha Herbert, resigning.

152. Gillund later learned that Herbert's reason for leaving had nothing to do with Gillund; rather, her previous employer offered her a promotion.

153. Gillund continued to report this discrimination, harassment and retaliation to Human Resources to no avail.

E. Protected Reports to Defendant's In-House Counsel.

154. On March 27, 2020, Gillund, through the undersigned counsel, reported the above discrimination and retaliation to Defendants' in-house counsel.

155. Along with reporting the above discrimination and retaliation, Gillund's counsel also reported that Cairns told another female employee that he would not interview women for a place on his team because men are "easier to manage."

156. This female employee also made similar complaints as Gillund internally at Abbott, stating that that territories and their corresponding revenue were being taken away from female employees and giving them to younger male employees.

157. On April 3, 2020, Gillund, through her counsel, wrote to Defendant counsel that since she contacted Abbott's HR Department in February 2020 about her managers' favoritism toward younger males, "her managers have become more threatening, not less."

158. Gillund further reported that she feared she was being targeted for termination.

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159. Despite these reports, no investigation or corrective action occurred, and the discriminatory and retaliatory treatment continued and indeed escalated.

160. For example, when assigning teams, Cairns took steps to assign Gillund a female TM I and Robinson a male Clinical Specialist, effectively creating a "girls' team" and a "boys' team."

161. When Gillund pointed this disparate treatment out to Cairns, he reacted negatively and challenged Gillund's credibility.

162. However, when other individuals pointed out this treatment, Cairns subsequently rearranged the teams to have a mix of both genders.

163. During group calls and text exchanges, Cairns allowed and even encouraged conversations to veer into topics ranging from sports to porn stars and allowed for cursing regularly as appropriate and accepted behavior.

164. Plaintiff also learned that Cairns told male TM III's that the women at Abbott "have brought a discrimination lawsuit against him," and he is "afraid to speak to any of the women in the territory."

165. Cairns routinely refers to these young male TM IIIs as his "buddies" and "bros."

166. Women, meanwhile, were never referred to as "buddies" and were instead treated stiffly or with open hostility in their few interactions with him.

167. On May 4, 2020, Plaintiff had a phone call with Woodson to address steps moving forward.

168. At this point, Gillund's attorney had communicated with Defendant's attorney on several instances about the discrimination occurring, the most recent communication occurring on April 29, 2020.

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169. During this phone call, Mr. Woodson alleged that the previously threatened investigation of Gillund had yielded negative results, namely that Gillund's coworkers had described her as "difficult".

170. When Gillund asked for specific examples of her "difficult conduct," Woodson refused to answer the question and began yelling at her for asking the questions, going so far as to state she was "nagging him."

171. After being stunned by Woodson's rude and frightening outburst, Gillund again tried asking him what she could do.

172. Woodson replied that it "was up to her" to figure out the right way to communicate and that she was a "grown woman" who should know what to do.

173. Gillund subsequently and repeatedly asked for a supervised team meeting to better understand the alleged employee relations issues; both Woodson and Curcio never responded to her requests to schedule a meeting.

174. On May 6, 2020, after having made several reports to him about the treatment she was enduring, Gillund spoke on the phone with Employee Relations Manager Jim Curcio and described in detail the continuing harassment, discrimination and retaliation she had been experiencing form Cairns and Woodson.

175. In response, Curcio merely gave her some training materials to print out and review. Upon information and belief, Curio conducted no follow up investigation.

176. Curcio also indicated that it was a normal process to conduct an interview with the subject of any investigation, yet Gillund was never interviewed in the sham investigation Woodson had apparently conducted.

177. On May 11, 2020, Woodson backtracked from the May 4 call and offered to meet with Gillund every other week if it would help Gillund.

178. Gillund eagerly agreed to these meetings, but when they actually occurred, Woodson never seemed prepared, appeared uninterested and disengaged, and it was up to her to lead the discussions.

179. During the May 11 conversation, Woodson also instructed Gillund to stop making reports to Human Resources and to stop utilizing an attorney to advocate for her.

180. On June 25, 2020, Gillund met with Cairns, Woodson, and Curcio via a conference call. Instead of addressing her concerns about her workload and the discrimination she had endured and brought to their attention, the phone call consisted of allegations against Gillund for her behavior and interactions with her coworkers.

181. These men made broad accusations about how Gillund "intimidates her coworkers" and repeated the baseless accusation that she had caused multiple individuals to leave.

182. Again, Gillund asked for specifics about what she had done wrong, but got no clear responses and certainly no clear description about inappropriate behavior and toward whom.

183. Further, when Gillund requested advice as to how to improve, she was told that it was her responsibility to "figure it out."

184. Curcio even informed Plaintiff that she was "slated to be terminated," but she was allowed to keep her employment because of Woodson's intervention.

185. During this call, Woodson also transitioned his weekly calls with Gillund back to Cairns. Later, Cairns would decline to schedule or attend these calls.

186. This threatening meeting occurred only nine days after Gillund's counsel had sent a detailed letter describing the escalating discrimination and retaliation she was experiencing.

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187. Following this phone call, Gillund tried to keep her head down and continued to passionately and diligently perform her work.

188. Plaintiff never received any coaching following the June 25, 2020, meeting, and Cairns never provided her with constructive feedback.

189. After several months of struggling to work under her managers' discriminatory and retaliatory treatment, Gillund had a phone call with Curcio on December 18, 2020 to further express her concerns that the discrimination was continuing and that she was being "set up to fail" by Woodson and Cairns.

190. Unfortunately, during this call, Curcio belittled her and even laughed at her when she expressed these concerns.

191. Curcio ultimately dismissed Gillund's concerns and told her that she "was the cause of her own problems," despite the fact that she had provided him ample evidence to the contrary.

192. Curcio provided no instruction to Gillund about what she could do to improve her situation; he merely stated that she was a "difficult employee" and that he would do nothing to address Cairns' and Woodson's treatment of her.

F. Failure to Provide Support.

193. Defendants also repeatedly failed to provide Gillund with the Clinical Specialist (CS) support she needed to do her job.

194. Beginning in September of 2020 and continuing up until her termination, Gillund made repeated requests to Cairns and Woodson for additional CS headcount support on her team.

195. A CS works primarily in the operating room and provides technical services for physicians implanting Defendant's products.

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196. CSs are necessary to a TM III's success because the CS is able to provide the technical support during a surgery and to see patients in the clinic setting, thus allowing the TM III to spend more time making sales and meeting with other physicians.

197. TM III's also provide the technical services performed by a CS when a CS is not available, but because TM III's have quota assignments and are required to make sales, their time is best spent meeting with physicians and selling Defendants' products.

198. When TM III's are repeatedly working in the operating room and clinic setting to fill in for the work of a CS, the TM III is not able to spend that time promoting and selling Defendant's products.

199. When Plaintiff was initially assigned her territory in August of 2019, she had two CS's.

200. By October of 2020, due to employees leaving and the teams being reshuffled, Plaintiff continued to have only two CSs who could actively assist her with surgeries without restraint.

201. Despite her requests for an additional CS, Cairns and Woodson repeatedly and speciously rejected her requests.

202. The other TM III in her region, Robinson, had one CS and two TM I's on his team.

203. At the time, Robinson's sales quota was around $3 million, while Gillund's was $6.8 million.

204. Robinson had equal headcount despite having a significantly less profitable territory.

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205. Gillund was repeatedly denied CSs, while other male employees in addition to Robinson, such as Evan Richardson, another male TM III, were permitted to hire at least one (if not more) CSs in the same time period.

206. It was a common practice within Abbott for TM III's to acquire headcount for every $1.5 million added to their territory.

207. Instead of following Abbott's standard practices or granting Gillund's repeated requests to hire a CS, Cairns left Plaintiff at the mercy of the other TM III, Robinson, who was asked to "share" a team member each week with Gillund.

208. Gillund's requests were clearly less important to Robinson and his team members under this "sharing" arrangement, and as a result, these team members no-showed several of the appointments with which they were supposed to assist Gillund, or they would flat-out refuse to attend appointments that were not in a preferential geographic region close to home.

209. Gillund was therefore left consistently short-handed and struggling to keep up with what was becoming an insurmountable workload.

210. Robinson also expressed anger at Plaintiff for utilizing his employees, even though he knew that Cairns had created the arrangement.

211. Instead of providing her the assistance she so desperately needed, Cairns would berate her for not keeping up with the work or for relying too heavily on Robinson's team.

212. Robinson also berated her for utilizing his team when she had taken time off.

213. On December 22, 2020, Robinson called Plaintiff to ask why she was utilizing him and his team for coverage when she was taking time off.

214. During this call, Robinson stated to Gillund that he "hasn't liked her from the beginning." His hostility was palpable, and Gillund was shocked that a coworker would say something like that to her.

215. On the same evening, Gillund reported this mistreatment and statement to Woodson and Curcio, to no avail; Robinson, meanwhile, never issued an apology.

216. A week later, Gillund learned that Robinson had taken over one of her cases and taken credit for it without telling her, breaching Defendants' ethics policy.

217. When Gillund raised this complaint to Cairns, he defended Robinson and refused to investigate in any manner.

218. At the time, Gillund was at 89.5% of achieving her sales quota under the applicable plan.

219. Had Robinson given her the credit she was due for this case, Gillund and her team would have been over 90% of her plan and received additional compensation.

220. Refusal to provide Gillund with the desperately needed CS support was a clear attempt to set her up to fail and alienate her from her colleagues. Cairns' actions of defending unethical behavior once again reinforced and demonstrated to Gillund his preference towards the younger men on his team.

G. Commission Payment Issues.

221. On March 2, 2021, Gillund received a spreadsheet from Cairns which included details about her commission payments.

222. She had never received one of these spreadsheets before, nor was she ever provided transparency or insight to the exact calculations of her commissions.

223. When reviewing this spreadsheet, Gillund noticed that there were some deductions to the payments that she did not understand, so she asked Cairns to explain these deductions.

224. Cairns then made what he described as "a guess" about why these deductions were made, but he ultimately could not confirm why a portion of her commission had been deducted.

225. Gillund then asked Woodson about the deducted commission.

226. Woodson responded that there were multiple deductions that were supposed to be taken out as "penalties for errors," and he did not understand why she did not have access to this information.

227. Gillund informed Woodson that the alleged reasoning for withholding part of her most recent commissions was not accurate (as no errors had occurred) and that she was owed the full commission.

228. Gillund was also concerned about the lack of transparency regarding her commissions and that improper deduction had occurred in the past, so she communicated this to Woodson and asked him for documentation detailing what had been deducted from her commissions since 2019.

229. Woodson agreed to provide her with this documentation, but he never ultimately responded to her request.

H. Plaintiff's Termination.

230. Gillund was scheduled on March 12, 2021 to talk with Cairns for a performance review.

231. Gillund was nervous for the meeting as Cairns had not given her much positive feedback during the past year, and most of the few interactions she had with him were hostile.

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232. Five minutes after the meeting was supposed to have started, Gillund contacted Cairns asking if he was planning on attending. He responded that he was "too ill" to have their meeting and he had canceled all of his calls and meetings for the day.

233. Gillund later learned that Cairns did calls and meetings with other employees at the same time her review was to take place.

234. On March 14, a Sunday evening, Gillund received an invite for a phone call with Woodson the next morning, which she accepted and attended this meeting the next day.

235. Woodson was on the call briefly, but then he left Gillund to speak with two women she had never met.

236. These women informed her they were from a different branch of Abbott, and they were there to notify her that she had been terminated.

237. Gillund was 55 years old at the time of this termination.

238. Gillund asked why she had been terminated, and she was informed that she "did not respond to coaching" which had allegedly taken place on August 2, 2019, June 25, 2020, December 17, 2020, and January 22, 2021. No coaching of any kind had occurred on those dates.

239. On August 2, 2019 Cairns sent a follow up email in regard to an unscheduled call to Gillund and her partner Trent Perry that Cairns had with the two of them on July 24, 2019.

240. The email sent on August 2 contained no "coaching"; instead, Cairns discussed the Abbott core values and standards. Plaintiff did not understand what prompted this call, as she had just the previous month won an excellence award for embodying the Abbott core values and standards.

241. On June 25, 2020 Gillund met with Cairns, Woodson, and Curcio via a conference call. Instead of addressing her concerns about her workload and the discrimination she had

endured and brought to their attention, the phone call consisted of allegations against Gillund for her behavior and interactions with her coworkers.

242. These men made broad accusations about how Gillund "intimidates her coworkers" and repeated the baseless accusation that she had caused multiple individuals to leave.

243. Again, Gillund asked for specifics about what she had done wrong, but she received no clear responses and certainly no clear description about when she had bad or inappropriate behavior and toward whom.

244. Further, when Gillund requested advice as to how to improve, she was told that it was her responsibility to "figure it out."

245. This alleged "coaching" session took place only nine days after Plaintiff's attorney sent a letter to Defendant regarding the discrimination and harassment Plaintiff was enduring.

246. On December 18, 2020 (not December 17), Plaintiff met with Curcio to discuss her complaints to Cairns about being mistreated.

247. Again, Curcio blamed Plaintiff for her problems, dismissed her concerns, laughed at her, and refused to coach her on what she should be doing differently.

248. Curcio asked Gillund for specific examples of the discrimination, which she provided for him to review, but no action was taken in response to the specific instances of discrimination she provided.

249. No coaching occurred on January 22, 2021. Instead, Gillund had a call with Curcio to address the harassment call she received from Robinson on December 22, 2020. Curcio expressed confusion about why Woodson had not addressed this concern with Plaintiff, and he provided no coaching whatsoever.

250. Two weeks prior to Gillund's termination, Abbott hired Josh Dishop ("Dishop"), a substantially younger male TM I. This individual now works with Gillund's largest account.

251. Three weeks after Gillund was terminated, she learned that Robinson was assigned her portion of the territory, and he was managing the entire $10 million territory on his own, despite Cairns' earlier allegations that Abbott was shifting away from these large territory assignments and Robinson's lack of success with his own assignments.

252. Further, Gillund was informed that Bryan Hecker, a male TM III, slept with a physician assistant who worked with one of Abbott's clients.

253. Because of the highly inappropriate decision made by Hecker, that client is now uncomfortable working with Abbott.

254. To Gillund's knowledge, Hecker remains employed by Abbott despite this blatant breach of Abbott policies.

255. Since her termination, Gillund has been repeatedly forced to report the fact that she had been terminated.

256. In subsequent job interviews, when interviewers asked about her previous employers, Gillund was compelled to self-publish her termination and the alleged reasons (which she knows to be false) that she was terminated.

V. LEGAL CLAIMS

COUNT I

SEXUAL DISCRIMINATION IN VIOLATION OF THE MINNESOTA HUMAN RIGHTS ACT

257. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

258. Plaintiff was an "employee" of Defendants within the meaning of Minn. Stat. § 363A.03, subd. 15.

259. Plaintiff was discriminated against with respect to the terms and/or conditions and/or privileges of her employment because of her sex in violation of Minn. Stat. § 363A.08, subd. 2.

260. Among other things, Defendants: (1) undervalued their female employees and consistently treated them less favorably than similarly situated male employees; (2) provided no support to female employees when they reported sex discrimination and failed to investigate or take corrective action; (3) intimidated employees to prevent them from making reports in the future; (4) discredited employees who reported sexual harassment, discrimination or retaliation; (5) made disparaging statements about female employees and women in general, while making favorable statements about male employee and referring to them affectionately as "bros" and "buddies"; and (6) terminated female employees under circumstances where male employees would never be terminated.

261. Defendants knew or should have known of the aforesaid conduct.

262. The unlawful employment practices set forth above were intentional and rooted in whole or in part by gender bias.

263. As a result of the above, Plaintiff suffered damages, including loss of income, mental anguish or suffering, damage to reputation, and other damages in an amount to be proven at trial, but believed to be in excess of $50,000.

264. Plaintiff is thus entitled to judgment against Defendants in a reasonable amount in excess of $50,000 – which should be trebled, accompanied by civil fines, and her reasonable costs and attorney's fees pursuant to Minn. Stat. §§ 363A.29 and 363A.33.

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COUNT II

AGE DISCRIMINATION IN VIOLATION OF THE MINNESOTA HUMAN RIGHTS ACT

265. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

266. Plaintiff was an employee of Defendants and Defendants were the employer of Plaintiff within the meaning of the Minnesota Human Rights Act, Minn. Stat. § 363A et seq. ("MHRA").

267. Plaintiff was discriminated against with respect to the terms and/or conditions and/or privileges of her employment and, ultimately, was terminated because of her age in violation of Minn. Stat. §363A.08, subd. 2.

268. Defendants disparaged Plaintiff without justification, restricted her territory and removed her accounts, and failed to grant Plaintiff the same Clinical Specialist support that it provided to younger men in similar positions.

269. Defendants' treatment of Plaintiff set her up to fail and took away opportunities that it provided to younger men.

270. Defendants knew or should have known of the aforesaid conduct.

271. The unlawful employment practices set forth above were intentional.

272. As a result of the above, Plaintiff suffered damages, including loss of income, mental anguish or suffering, and other damages in an amount to be proven at trial, but believed to be in excess of $50,000.

273. By reason of the above-alleged conduct Plaintiff is entitled to judgment against Defendant in a reasonable amount in excess of $50,000, which should be trebled, and to civil fines and her reasonable costs and attorney's fees pursuant to Minn. Stat. § 363A.33 and § 363A.29.

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COUNT III

REPRISAL IN VIOLATION OF THE MINNESOTA HUMAN RIGHTS ACT

274. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

275. Plaintiff engaged in statutorily protected conduct when she reported sex and age discrimination to Defendants.

276. Defendants, through its manager Scott Cairns and Vice President Todd Woodson, on behalf of Defendants and within the scope of their employment, engaged in unlawful retaliation against Plaintiff in violation of the Minnesota Human Rights Act, Minn. Stat. sec. 363A.01 et. seq. after she reported, and objected to discriminatory treatment.

277. Defendants failed to take all reasonable steps to prevent retaliation against Plaintiff from occurring.

278. The actions of Defendants adversely affected the terms, conditions, and privileges of Plaintiff's employment in violation of the MHRA, culminating in her unjustified termination.

279. The effect of the practices complained of above has been to deprive Plaintiff of equal employment opportunities and otherwise adversely affecting her status as an employee because of her complaints and objections.

280. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered, and continues to suffer emotional distress, humiliation, embarrassment, pain and suffering, loss of wages and benefits, and other damages.

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COUNT IV

DEFAMATION

281. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

282. The statements made by Cairns and Woodson on behalf of Defendants, described in paragraphs 139–143 above, constitute defamation. Upon information and belief, Cairns and Woodson made numerous other similar false and defamatory statement about Gillund throughout the time they were in positions of authority over her employment, both internally and to external third parties.

283. Defendants made these statements knowing they were untrue. They knew or should have known these statements would harm Plaintiff and damage her professional reputation, which the statements did.

284. The statements were not made for any business purpose and were motivated by malice.

285. The statements are not qualifiedly privileged because they were not made in good faith, upon a proper occasion, nor from a proper motive, and were not based on reasonable cause.

286. The statements constitute defamation per se because they affect Plaintiff in her profession; thus they are actionable without any proof of actual damages.

287. Defendants are liable for the intentional torts of their management and employees that take place within the scope of their employment. Cairns and Woodson made these statements while acting on behalf of Defendants.

288. Also, the statements made by Plaintiff in her job interviews, namely that she was terminated from Defendants and the alleged reasons for that termination, constitute compelled,

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self-published defamation which Defendants knew or reasonably should have known would occur as a result of their conduct.

289. As a direct and proximate result of Defendants' illegal conduct, Plaintiff has suffered, and continues to suffer, emotional distress, humiliation, mental anguish, embarrassment, pain and suffering, loss of reputation, loss of enjoyment of life, lost wages and benefits, and has incurred attorneys' fees and expenses and other serious damages.

290. By reason of the foregoing, Plaintiff is entitled to judgment against Defendants for all damages proximately caused by the defamatory statements, which exceed $50,000, the precise amount of which will be proven at trial, and reasonable costs, as well as further relief is deemed appropriate.

COUNT V

FAILURE TO PAY WAGES
IN VIOLATION OF MINN. STAT. § 181.13

291. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

292. Minn. Stat. § 181.13 requires commissions earned by an employee to be paid upon demand of the employee.

293. Plaintiff earned commissions on medical device sales described in paragraphs 13–17, as she was the "procuring cause' of these sales as defined by Minnesota courts interpreting Minn. Stat. § 181.13.

294. Plaintiff sought full payment of her commissions due when improper deductions had been made from these payments, and further asked Defendants for an accounting of her commission payment since 2019, in order to determine if other improper deductions had occurred.

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295. This accounting was never provided and no full payment was never made, despite this request. Instead, Defendants terminated Plaintiff about two weeks after she raised these complaints and requested this accounting.

296. Defendant has thus wrongfully withheld these commissions and wrongfully withheld the requested accounting to determine if improper deductions had been made to Plaintiff's commissions since 2019.

297. In the spreadsheet she was provided, Plaintiff saw that she had $300 improperly removed from her commission. If she had a minimum of $300 removed from every possible commission she had earned, she would have lost $10,800 in commissions over the span of three years.

298. In addition to recovering the wages and commissions actually earned and unpaid, the Plaintiff may charge and collect a penalty equal to the amount of the employee's average daily earnings at the employee's regular rate of pay or the rate required by law, whichever rate is greater, for each day up to 15 days.

299. Plaintiff demands all remedies provided by the statute, including the full value of the unpaid commissions, the statutory penalty which is equivalent to the amount of Plaintiff's average daily earnings during her tenure with Defendants for a 15 day time period, and reasonable costs, disbursements, witness fees, and attorney fees.

COUNT VI

BREACH OF CONTRACT

300. Plaintiff restates and re-alleges the allegations contained within the preceding paragraphs as though fully stated herein.

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301. Under Plaintiff's Employment Agreement with Defendants, Plaintiff is guaranteed employment and salary through October of 2021.

302. Defendants improperly characterized Plaintiff's termination as "for Cause" when it stated that she was terminated because she failed to respond to Abbott counseling.

303. Plaintiff was never 'counseled' by Defendants or Defendants' employees; rather, she was harassed and retaliated against for making reports of discrimination.

304. When Plaintiff requested support and counseling, she was denied answers to her inquiries and berated further.

305. Defendants knew that the "for Cause" termination of Plaintiff was improper, based on the definition of Cause in the Employment Agreement.

306. Defendants thus knew that termination of Plaintiff's employment would be a breach of the employment contract.

307. Defendants were thus in breach of the Employment Agreement when terminating Plaintiff without Cause.

308. Plaintiff never materially breached the Employment Agreement in any way, and she never committed or refrained from any act such that there was Cause for her termination.

309. As a direct and proximate result of Defendants' breach of the Employment Agreement, Plaintiff has suffered a loss of over $200,000 in guaranteed salary and commissions she would have earned had she not been terminated in violation of the Employment Contract.

310. As a direct and proximate result of Defendant's improper finding of "for Cause" termination by Defendants, Plaintiff has a significantly lower future earning capacity due to the reputational harm she has suffered therefrom.

311. The conduct of Defendant caused Plaintiff's loss.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectively prays:

A. That the practices of Defendants complained of herein be declared illegal as above alleged.

B. That judgment be entered in favor of Plaintiff and against Defendants, on all Counts in an amount in excess of $50,000 as determined by the Court and jury herein, together with prejudgment interest thereon.

C. That Defendants be required to make Plaintiff whole for her adverse, discriminatory actions through restitution in the form of back pay, with interest of an appropriate inflation factor.

D. That Plaintiff be awarded compensatory damages in an amount to be established at trial.

E. That Plaintiff be awarded front pay, in lieu of reinstatement to her job, and the monetary value of any employment benefits she would have been entitled as an employee of Defendants.

F. That The Court award Plaintiff her attorney's fees, costs, and disbursements pursuant to state and federal statute.

G. That Plaintiff be awarded treble damages as permitted by statute.

H. That as soon as reasonable, upon Plaintiff’s motion pursuant to Minn. Stat. § 549.191, this Court grant leave for Plaintiff to assert claims for punitive damages under state and federal law.

I. That the Court grant such other and further as it deems fair and equitable.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable of right by jury.

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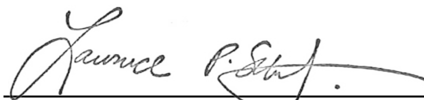
SCHAEFER HALLEEN, LLC

Dated: June 28, 2021



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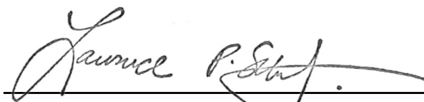
ACKNOWLEDGEMENT

The undersigned acknowledges that pursuant to Minn. Stat. § 549.211, subd. 2, that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find that the undersigned acted in bad faith, asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass, or committed a fraud upon the Court.

SCHAEFER HALLEEN, LLC

Dated: June 28, 2021



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