

COMMONWEALTH OF MASSACHUSETTS  
MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

HAMPDEN, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NUMBER:

22 0632

\_\_\_\_\_  
CHELAN BROWN

Plaintiff

vs.

\_\_\_\_\_  
BLUE TARP REDEVELOPMENT, LLC  
(d/b/a MGM SPRINGFIELD), and  
MICHAEL MATHIS

Defendant

COMPLAINT AND DEMAND FOR  
JURY TRIAL

HAMPDEN COUNTY  
SUPERIOR COURT  
**FILED**

NOV 10 2022

*Heure G. Gendron*  
CLERK OF COURTS

PARTIES

1. The Plaintiff, CHELAN BROWN, is an individual residing at 51 Dawes Street, East Longmeadow Massachusetts, who was employed by Defendant.
2. The Defendant, BLUE TARP REDEVELOPMENT, LLC is a Massachusetts Limited Liability Company, d/b/a MGM SPRINGFIELD, with offices located at One MGM Way, Springfield, Massachusetts 01103 (collectively, MGM). MGM's Resident Agent is listed as CORPORATION SERVICE COMPANY-MA, 84 State Street, Boston, MA 02109.
3. The Defendant, Michael Mathis is an individual who was employed in the role of President of MGM Springfield at all times relevant to this complaint and was Ms. Brown's ultimate supervisor at the MGM Springfield property.

FACTUAL ALLEGATIONS

4. Ms. Brown is an African American female who dedicated herself to the success of MGM and was one of its first employees. She started her work supporting MGM's plans to locate a casino in Springfield as a regional area director in its 2014 campaign. After the

campaign, Ms. Brown took a position with MGM on January 12, 2015 as an administrative assistant for President Michael Mathis.

5. Ms. Brown's hiring was hailed in the media, including on Masslive.com on February 3, 2015. According to the news release, Ms. Brown would "manage the MGM Springfield Community Office". Her job was defined to the press that she would communicate with and work with residents, community partners, and community members. The article written pursuant to an MGM press release also highlighted Ms. Brown's history in western Massachusetts and her leadership on issues impacting diversity.
6. Throughout 2015, Ms. Brown obtained various positions at MGM, including the position of "Specialist HR Communication" in March and then ultimately to a "Specialist Diversity Construction" position in July through August.
7. In September of 2015, Ms. Brown was given a promotion to the position of Construction Diversity Manager II. The following year, Ms. Brown signed a three-year employment contract with MGM, effective August of 2016, for the same position of Construction Diversity Manager II, although Ms. Brown had been working in this position without a contract since 2015. As part of the Construction Diversity Manager II position, Ms. Brown was tasked with assisting MGM in its construction diversity initiatives. She was responsible for leading MGM in meeting its construction diversity goals, which were set by governing agencies as a condition of MGM obtaining a gaming license. By all accounts, including performance reviews and media accounts, Ms. Brown excelled in this position.
8. In 2017, Ms. Brown was featured on the television show *Connecting Point*, on behalf of MGM in a show titled "MGM Springfield: Diversity In Hiring", promoting the access and opportunities that women, minorities, and veterans have at MGM and the success Ms. Brown and MGM were having in meeting their goals and obtaining a diverse workforce. In July of 2018, within weeks of the casino's public opening, Ms. Brown's success was still being highlighted by MGM in the media. Ms. Brown was featured in an article by New England Public Radio that illustrated MGM's success in exceeding its diversity goals in its construction workforce. Ms. Brown was a major success in this role with MGM, and MGM benefitted greatly in her performance, both in helping MGM meet its construction workforce goals and in trumpeting that success to the media. However, this success was eventually met with undercurrents at MGM, which would ultimately undermine Ms. Brown's career. These actions involve illegal misconduct by certain MGM employees, including at the highest levels of MGM management.
9. In her role with MGM, Ms. Brown got to know both President Michael Mathis and CEO James Murren. Ms. Brown was featured by both of them as a success and used as an example of MGM's diversity initiatives and achievements. As such, she attended events with them and would meet them in social settings. As time went on, however, the senior levels of the organization began acting like they were in charge of a fraternity house and not a responsible corporation.
10. Ms. Brown was expected to attend after work and late campaign events where President Mathis and company executives would be heavily intoxicated. Ms. Brown was present

with President Mathis on numerous occasions when he, specifically, would get highly intoxicated. President Mathis became extremely close with Ms. Brown and felt comfortable enough in her presence that he would make comments about women's appearances around her, making her uncomfortable. President Mathis also advised Ms. Brown that she was not to tell President Mathis's wife about where they had been on at least one of these late night drinking occasions.

11. On one such occasion, President Mathis was so intoxicated that he was unable to sign the bar bill for his corporate credit card seeking Ms. Brown's help in doing so. On this same evening, Ms. Brown witnessed Mr. Mathis engaging in overly flirty and inappropriate behavior toward several female campaign workers, which made Ms. Brown uncomfortable. She advised President Mathis several times that he needed to end the night and head home, but he declined and the inappropriate behavior continued.
12. President Mathis felt so comfortable with Ms. Brown that he even attempted to employ her to commit illegal acts on his behalf. Her refusal to do so would ultimately mark the beginning of the end for Ms. Brown's career with the company.
13. In 2018, Ms. Brown held a position in procurement. She had been working in this position for approximately six months without a contract. She was told by President Mathis this position was a great fit for her in the company, since the Massachusetts Gaming Commission ("MGC") already trusts her for doing so well on the construction side with diversity. President Mathis also stated that her work in this role would help the company a great deal in keeping the MGC's trust in their ability to meet the diversity requirements. The company even had business cards printed up for Ms. Brown with this position as her title. Ms. Brown was tasked with, and successfully created, the Operational Procurement Diversity Plan, which she presented to the MGC and accepted by them. She was told by both President Mathis, and Ryan Geary, that she would get an written agreement memorializing their contract for her to work in this position as they grew closer to the opening date of the casino. They told her she would be receiving a substantial salary increase based on her past and current excellent work performance.
14. While working in this position, it became clear to Ms. Brown that reports being provided to the MGC regarding diversity goals in certain vendor contracts, were not being reported accurately to the MGC, and that MGM was not reporting all contracts and dollars spent to the MGC; thereby circumventing diversity spend requirements. Upon learning that the vendor numbers were being reported to the MGC inaccurately, Ms. Brown told the department's manager, Ryan Geary, about the inaccurately reporting numbers. She also shared this information with President Mathis and requested a meeting to discuss the issue.
15. When Ms. Brown's met with President Mathis it become even more obvious that diversity spending requirements and numbers in the operations budget were not being allocated or reported correctly. During this meeting, Ms. Brown stated that she did not feel comfortable in reporting these numbers to the MGC, and in fact would not do so.

Upon hearing this President Mathis stated angrily that he would present the numbers to the MGC and ordered the team to “report the numbers this way”, meaning inaccurately.

16. In the summer of 2018, the Vice President of Global Procurement for MGM’s parent company called a meeting in Las Vegas to discuss MGM’s vendor reporting, among other issues. Ms. Brown was to attend this meeting. However, prior to leaving, she was directed by Ryan Geary not to alert anyone during her trip to the fact that inaccurate reporting to the MGC was taking place. She was also directed not to inform anyone on her trip that a meeting took place at MGM Springfield to discuss the inaccurate MGC reporting, where President Mathis himself attended and ordered this deceptive reporting to continue.
17. When Ms. Brown met with MGM’s parent company staff in Las Vegas, she was confronted by the SVP of Global Procurement about MGM Springfield’s Diversity Plan and possible inadequacies in reporting. Ms. Brown was honest with the SVP of Global Procurement and shared the information about the inaccurate reporting, thereby alerting higher corporate authorities to the inaccurate reporting practices being perpetuated on the Massachusetts Gaming Commission.
18. The Vice President of Global Procurement informed Ms. Brown that MGM Springfield was not meeting corporate or regulatory requirements for tracking and reporting, and that a meeting would be called with her team in Las Vegas and the Springfield procurement and executive team. After the SVP of Global Procurement told Ms. Brown about this planned meeting, Ms. Brown, still in Las Vegas, phoned Ryan Geary and Seth Stratton MGM Springfield’s General Counsel. Ms. Brown returned back to Springfield expecting to have discussions about the preparation for this meeting and to begin accurate reporting. She was instead called into the CFO’s office, with Ryan Geary, and told she was not a good fit for her role in procurement. Ms. Brown was then removed from this role and sent back to work in closing out the construction phase.
19. Prior to Ms. Brown being removed from her position in procurement, she had been having discussions with President Mathis about her opportunities in the company once construction ended and the operational phase began. She had believed a substantial offer was coming for her role in procurement, but also had discussions regarding other opportunities with President Mathis. Ms. Brown identified the position of Director of Government Affairs, which was a newly created position at MGM. This was based on her outstanding performance in her current role with the company and the perspective and voice she could bring to the position as a woman of color.
20. President Mathis had conveyed to Ms. Brown that he believed she would be a good fit for the position, and that he would be able to hire her for this role after opening in order to satisfy the community commitments that were made by the company. However, soon after her refusal to be part of the illegal conduct, Ms. Brown was told she would not be considered for the position, which was ultimately given to a male. Ms. Brown was singled out for discipline over her refusal to do an illegal act of under reporting contract numbers so that it appeared that MGM was achieving its diversity hiring goals. Ms.

Brown was the only African American employee and the only employee seemingly reprimanded and ultimately demoted and terminated as a result of this issue.

21. Ms. Brown was left in the dark as to any future she would have with MGM. She was then informed that if she would release MGM from her three year employment contract, which still had a year remaining, they would consider continuing her employment with the company. Ms. Brown was told by President Mathis that she would be able to choose a “comparable position” to her current role. However, the only position offered to her was in conference services. This position would require Ms. Brown to plan and coordinate banquets and events, a position that President Mathis was aware she had no experience in. Even though she had been receiving great reviews in her current role, Ms. Brown would be given a salary decrease of 6.34% in her new role, which amounted to a demotion.
22. Ms. Brown was told by President Mathis that there were currently no other job options available, but that she would be given a position that better met her skills and qualifications and was comparable in salary to her current position if she agreed to accept the conference services position, stayed with the company, and agreed to release MGM from its three year employment contract.
23. Based on President Mathis’s promises that she would be given a comparable position in salary he agreed to terminate her employment agreement effective August 19, 2018 and accept this new position in the coordination of banquets and events.
24. Ms. Brown had excellent performance in her previous position, but, having refused to violate the law at the behest of President Mathis, and having alerted MGM’s parent company in Las Vegas to the illegal conduct, now found herself forced out of her employment contract and into a position that amounted to a demotion, for which she had no experience, and where she would be subjected to racial hostility and workplace harassment. This retaliation against Ms. Brown was designed to force her to ultimately resign or be terminated as a result of her refusal to commit illegal acts on behalf of President Mathis and MGM.
25. When she originally agreed to the new position, she was told by the department manager, Gregg Skowronski, that her hours would be flexible, and she should not be concerned about work schedule in accepting the position. Gregg told her she would also have the flexibility to work from home as necessary and that her role would be primarily working with groups on the planning and detailing of their event. Soon after she began working in this new position, the flexibility ended. Ms. Brown was expected to be on site for long hours. In some cases, this meant being onsite from 5am to 11pm, when a convention was occurring. For example, in just one weekend, Ms. Brown had to work a convention and a dinner where she was forced to be in at 5 a.m. and not leave until 11 p.m., and then had to be back in for 5 a.m. the next day, whereby she was not released until well after 8 p.m.
26. The new department that Ms. Brown was placed in was in disarray. From 2018 until her termination in 2019, the department cycled through several managers to which Ms. Brown reported.

27. Ms. Brown was then targeted by her managers in what appears to be attempts to force her to resign. This targeting was done both on the basis of retaliation and race. One supervisor, Michelle Salamone, continually harassed and berated Ms. Brown in a hostile and outrageous way. This berating seemed to mostly be targeted at the three minority Conference Service Managers. On one occasion, Ms. Salamone made a statement, "How did you people even get hired for this job," referring to the three minority Conference Service Managers. Ms. Salamone seemed to target Ms. Brown more so than the other employees and would make statements like, "didn't you go to college" when Ms. Brown would make minor mistakes like forgetting an apostrophe in banquet orders. Ms. Brown was constantly criticized and harassed for not being able to stay for unreasonable hours due to her being a working mother. Ms. Salamone made statements to Ms. Brown such as "if it were up to me, I wouldn't have hired a mother of four children in your role."
28. This constant berating caused Ms. Brown severe emotional distress for which she required medical attention. On at least one occasion, Ms. Brown was brought into a room with other minority employees and was berated, yelled at, and disciplined in front of them. This incident caused Ms. Brown severe emotional distress. She began developing physical manifestations due to the stress and sought medical attention immediately after this incident of public humiliation. Ms. Brown filed a formal complaint with Human Resources about Ms. Salamone's behavior. This complaint and follow up investigation were curiously absent from Ms. Brown's Human Resource file, which was provided to her counsel. Both before and after these incidents, Ms. Brown orally and in writing informed other company officials, including President Mathis about Ms. Salamone's harassment and treatment of minority employees. The company never initiated any follow up with Ms. Brown or the other conference service managers who complained about their treatment.<sup>1</sup>
29. In October of 2019, Ms. Brown was provided a document titled "Memorandum of Understanding", whereby she was told there were certain instances where she did not meet goals and expectations. This document was to serve as a pretext for her termination. Ms. Brown's performance to that point had not been lacking, as she was never provided with a performance review for 2018 nor any goals for either 2018 or 2019, which should have been done in the normal course of employment with MGM, and would assuredly have been done if her performance had been lacking in any way. Ms. Brown refuted these points with her manager directly. Ms. Brown even documented her concerns regarding

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<sup>1</sup> The Human Resource Department may have also harbored an animus toward Ms. Brown. It is important to note that in approximately 2016, the Vice President of Human Resources gave a personal loan to Ms. Brown totaling \$5,000 and told her at the time to "pay her back whenever". Soon after, however, Ms. Murren became insistent that this loan be repaid quickly and was upset with Ms. Brown that she was not repaying fast enough. They eventually agreed to repayment of \$500 per month, although Ms. Murren initially wanted a higher monthly payment amount. Ms. Murren would contact Ms. Brown any time she was late by a matter of days on a payment. As a result of this loan, Ms. Murren had become angry with Ms. Brown and at points told Ms. Brown that she was not acting as a "professional".

the hostile work environment she was being subjected to, and that issues caused by others were being blamed on her, and that she was being held to a different standard than other employees. MGM never responded to these concerns, her manager never filled out the company portion of her 2019 Performance appraisal, and Ms. Brown was summarily terminated on November 13, 2019.

30. On September 4, 2022 Ms. Brown filed a complaint with the Massachusetts Commission Against Discrimination regarding the factual allegations outlined above.

### LEGAL CLAIMS

31. As described above, Ms. Brown faced unlawful racial discrimination in violation of the Massachusetts Fair Employment Practices Act (M.G.L c. 151B et seq.). The illegal and discriminatory acts perpetrated by defendants were of a continuing nature, beginning as outlined above, and ultimately culminating in Ms. Brown's termination from employment where the last discriminatory act occurred on November 13, 2019.

#### **Count I Race Discrimination in Employment – Violation of M.G.L. c. 151B (against all defendants)**

32. Plaintiff hereby realleges the allegations set forth above and in paragraphs 1 through 31.
33. Ms. Brown timely satisfied all prerequisites to suit under M.G.L. c. 151B.
34. Defendants discriminated against Ms. Brown on the basis of her race in violation of M.G.L. c. 151B.
35. As a result thereof, Ms. Brown suffered the loss of income, loss of benefits, loss of personal and professional reputation, and other losses including emotional distress and mental suffering.

#### **Count II Retaliation—Violation of M.G.L. c. 151B, § 4(4) (Against All Defendants)**

36. Plaintiffs hereby reallege the allegations set forth above in paragraphs 1 through 35.
37. Defendants discriminated and retaliated against Plaintiff for exercising rights protected under M.G.L. c. 151B.

38. After Ms. Brown refused to report inaccurate numbers to the MGC involving MGM's diversity hiring requirements, she was removed from her position in procurement, coerced to release MGM from its employment contract, and placed into a position that she had no experience in and subjected to racial hostility, discrimination, and ultimately terminated.
39. Ms. Brown complained about the discriminatory treatment and her employment was terminated.
40. As a result thereof, Ms. Brown suffered and continues to suffer loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities and other losses including emotional distress and mental suffering.

**Count III**  
**Breach of Contract**  
**(Against All Defendants)**

41. Plaintiffs hereby reallege the allegations set forth above in paragraphs 1 through 40.
42. Defendant Mathis pursuant to his position as the President at MGM made express promises to Ms. Brown in 2018 that she would be given a position in procurement and a formal written employment agreement would be coming for her to sign memorializing their agreement.
43. Ms. Brown began working in this procurement position, and business cards were made for her with this new job title
44. Upon learning that Ms. Brown refused to do illegal acts on his behalf in the procurement role, Defendant Mathis then breached his expressed promises to Ms. Brown and refused to allow her to stay in her promised position .
45. As a result of that breach, Ms. Brown has suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities, and other losses.

**Count IV**  
**Promissory Estoppel**  
**(Against All Defendants)**

46. Plaintiffs hereby reallege the allegations set forth above in paragraphs 1 through 45.
47. Defendant Mathis pursuant to his position as the President at MGM made express promises to Ms. Brown in 2018 that she would be given a position in procurement and a formal written employment agreement would be coming for her to sign memorializing their agreement.



48. Ms. Brown began working in this procurement position, and business cards were made for her with this new job title
49. Upon learning that Ms. Brown refused to do illegal acts on his behalf in the procurement role, Defendant Mathis then breached his expressed promises to Ms. Brown and refused to allow her to stay in her promised position.
50. Defendants made promises and commitments regarding the terms and conditions of Ms. Brown's employment, including job security and opportunities for advancement, that Defendants should reasonably have expected Ms. Brown to rely on.
51. Ms. Brown reasonably relied upon such promises and commitments.
52. Defendants were aware of the reasonable reliance and acts taken by Ms. Brown in reliance on such promises.
53. As a result of Defendants breaching their promise, Ms. Brown has suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities, and other losses.

**Count V**  
**Promissory Estoppel**  
**(Against All Defendants)**

54. Plaintiffs hereby reallege the allegations set forth above in paragraphs 1 through 53.
55. Defendant Mathis after removing Ms. Brown from her position in procurement made further promises to Ms. Brown.
56. Defendant Mathis promised Ms. Brown that she would be given a "comparable position" elsewhere in the company.
57. The only position offered to Ms. Brown was in conference services. This position would require Ms. Brown to plan and coordinate banquets and events, a position that President Mathis was aware she had no experience in. Even though she had been receiving great reviews in her current role, Ms. Brown would be given a salary decrease of 6.34% in her new role, which amounted to a demotion.
58. President Mathis further promised Ms. Brown that if she released MGM from its three year employment contract and stayed with the company by accepting the role in conference services, she would be given a position in the company comparable in salary to her role in procurement.
59. Defendants made promises and commitments regarding the terms and conditions of Ms.

Brown's employment, including job security and opportunities for advancement, that Defendants should reasonably have expected to induce Ms. Brown to release MGM from its employment contract with her.

60. Ms. Brown reasonably relied upon such promises and commitments.
61. Defendants were aware of the reasonable reliance and acts taken by Ms. Brown in reliance on such promises.
62. As a result of Defendants breaching their promise, Ms. Brown has suffered loss of income, loss of benefits, loss of personal and professional reputation, loss of professional opportunities, and other losses.

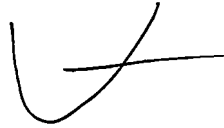
**Count VI**  
**Public Policy**  
**(Against All Defendants)**

1. Plaintiffs hereby reallege the allegations set forth above in paragraphs 1 through 62
2. Beginning in 2018 and continuing to her separation from employment with the defendants, plaintiff became aware that defendant was purposely submitting inaccurate and fraudulent reports to the Commonwealth of Massachusetts, including the Massachusetts Gaming Commission.
3. The purposely inaccurate and fraudulent reports described above inflated defendants' use of diverse and minority-owned and operated businesses as vendors and third-party contractors.
4. Plaintiff reasonably believed that the submission of purposely inaccurate and fraudulent reports to the Commonwealth and its commissions was both illegal and a violation of defendants' gaming license and/or other statutes and agreements.
5. Plaintiff reported her knowledge that defendants were submitting these inaccurate and fraudulent reports to management and officers of the defendants on several occasions.
6. Defendants, through managers and officers, either ignored or explicitly told plaintiff to not tell anyone about the inaccurate and fraudulent reports being submitted.
7. Plaintiff was subjected to increasingly adverse employment actions by the defendants up to and including eventual termination on November 13, 2019, in retaliation for plaintiff's continuing attempts to have defendants' managers and officers cease submitting inaccurate and fraudulent reports to the Commonwealth.
8. Plaintiff's informing defendants about the fraudulent conduct and her attempts to have the fraudulent conduct cease implicate public policy concerns and defendants' retaliation against plaintiff constitute actionable public policy violations.

9. Plaintiff suffered economic loss, adverse employment conditions and extreme emotional distress as a direct result of defendants' public policy violations and intentional infliction of emotional distress upon her.
10. Plaintiff asks that this Honorable Court find that Defendants violated public policy by submitting fraudulent reports to the Commonwealth and taking retaliatory action against Plaintiff when she reported and attempted to have this conduct by Defendants ease. Plaintiff respectfully asks that she be awarded compensatory and punitive damages for the Defendants' violation of public policy and attendant intentional infliction of emotional distress.

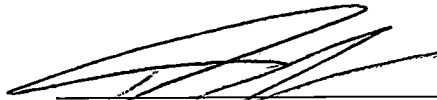
**THE PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES.**

Respectfully Submitted,  
Chelan Brown,  
By Her Attorneys



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Dated: November 7, 2022