

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
DIVISION**

**JENNIFER RILEY**

**PLAINTIFF**

**V.**

**NO. 60CV-20-**

**CRAIN AUTOMOTIVE  
HOLDINGS, LLC, and  
BARTON HANKINS**

**DEFENDANTS**

**COMPLAINT**

COMES the Plaintiff, by and through her attorney, Joshua D. Gillispie, and for her  
Complaint against Defendants, states as follows:

**JURISDICTION AND PARTIES**

1. Plaintiff is a resident of Saline County, Arkansas.
2. Defendant Crain Automotive Holdings, LLC (hereafter “Crain”) is a Limited Liability Corporation with its principal place of business and registered agent located at 5980 Wadley Rd., Sherwood, AR 72120, in Pulaski County.
3. Defendant Barton Hankins is, upon information and belief, a resident of Pulaski County, Arkansas.
4. The actions that led to this Complaint occurred in Pulaski County, Arkansas.
5. This Court has jurisdiction over the subject matter of this Complaint and the parties to this cause of action, and Pulaski County is the proper and appropriate venue.

**FACTUAL BACKGROUND**

6. Plaintiff incorporates Paragraphs 1 through 5 as if specifically set forth herein.

7. Plaintiff began working for Crain as a Controller on July 5<sup>th</sup>, 2019. Her direct supervisor was the Chief Operating Officer of Crain Automotive, Barton Hankins.

8. During Plaintiff's employment, Mr. Hankins made continuous and unwelcome sexual advances towards the Plaintiff. He left her multiple "love notes" and made numerous verbal statements of his sexual interest in her. Plaintiff's conduct indicated the sexual advances were unwelcome. When the Plaintiff refused his advances, Mr. Hankins reacted in an angry manner and referred to her as a "tease."

9. Mr. Hankins eventually tried a different tactic. He told the Plaintiff he would "take care of her." Only weeks after beginning work at Crain Automotive, Mr. Hankins promoted Plaintiff to Controller over the entire company. The Plaintiff perceived this as an incentive to succumb to his unwelcome sexual advances – a quid pro quo.

10. After consistent and continued sexual advances, and Mr. Hankins making it abundantly clear that he was in control of Plaintiff's job and that her job depended on her response to his harassment, a brief sexual relationship occurred between the Plaintiff and Mr. Hankins. Given the totality of the circumstances, this sexual contact was unwelcome.

11. Not long after the sexual relationship began, Mr. Hankins' wife found out about his inappropriate behavior with Plaintiff. Mr. Hankins then, as a way of trying to avoid further damage to his marriage, pressured Plaintiff to resign and to give him back the love notes he had given her, and to destroy emails and text messages. Hankins explained to Plaintiff that it would be much better for him if she no longer worked for Crain. Hankins conveyed to Plaintiff that her presence at Crain would no longer be welcomed. Hankins also assured her he would find her a similar job with commensurate pay if she would agree to help him in these ways. On September

11<sup>th</sup>, 2019, Mr. Hankins personally turned in the Plaintiff's letter of resignation. Given the totality of the circumstances, Plaintiff reasonably believe she had no choice in this matter.

12. Any general nondiscrimination policy or grievance procedure in place at Crain Automotive Holdings, LLC was insufficient and was not reasonably calculated to encourage victims of harassment to come forward. This is particularly true for Jennifer Riley, whose direct supervisor was the same individual subjecting her to harassment – Barton Hankins, Crain's Chief Operating Officer.

13. Given the relatively open nature of the events described herein, and upon information and belief, Crain was either aware of Barton Hankins' discriminatory conduct or should have been aware.

14. Hankins' discriminatory actions are properly imputed to Crain, whose delegation of authority enabled Hankins to undertake them. Crain is vicariously liable for Hankins' actions.

COUNT I – VIOLATION OF ARKASAS CIVIL RIGHTS ACT  
(as to Crain)

15. Plaintiff incorporates Paragraphs 1 through 14 as if specifically set forth herein.

16. This action is bring brought pursuant to the Arkansas Civil Rights Act (ACRA), A.C.A. § 16-123-101 et seq., more specifically, A.C.A. § 16-123-107.

17. Section 107(a) of the ACRA prohibits discrimination in the workplace and codifies the right to obtain and hold employment without discrimination. A.C.A. § 16-123-107(a)-(a)(1).

18. Additionally, section 107(c)(1)(A) of the ACRA provides that “any individual who is injured by employment discrimination by an employer in violation of subdivision (a)(1) of this section shall have a civil action in a court of competent jurisdiction, which may issue an order prohibiting the discriminatory practices and provide affirmative relief from the effects of

the practices, and award back pay, interest on back pay, and, in the discretion of the court, the cost of litigation and a reasonable attorney's fee.”

19. Section 107(c)(2)(A) of the ACRA entitles an injured party to an award of compensatory and punitive damages to remedy intentional discrimination by an employer.

20. After being forced to leave her job at Crain Automotive in September of 2019, the Plaintiff was unemployed until April of 2020. The job that the Plaintiff started in April of 2020, and currently holds, pays her less than half of what she made working for Crain.

21. As set forth herein, Crain discriminated against Plaintiff on the basis of her gender. Plaintiff is a member of the class the ACRA seeks to protect. She was subjected to unwelcome sexual harassment. The harassment was based on her sex. The harassment was so severe or pervasive as to affect a term, condition, or privilege of her employment. Crain did not maintain an effective sexual harassment policy or grievance procedure. Crain knew or should have known of the harassment and failed to take proper remedial action.

22. Mr. Hankins behavior constituted unwelcome sexual harassment and created a hostile work environment, as well as a situation of quid pro quo, and resulted in Plaintiff's constructive discharge. Mr. Hankins' behavior made Ms. Riley feel uncomfortable, pressured and that her job would be compromised if she rejected him, thus creating a hostile work environment. None of this would have happened had she been a male. Ms. Riley was subjected to unwelcome and continuous sexual harassment and a sexually hostile work environment because of her sex. Therefore, Crain is in direct violation of the Arkansas Civil Rights Act, specifically §16-123-107.

COUNT II: WRONGFUL DISCHARGE  
(as to Crain)

23. Plaintiff incorporates paragraphs 1-22 as if specifically set forth herein.

24. Under Arkansas law, an at-will employee cannot be discharged if it is done so in violation of a well-established public policy of the State. An at-will employee has a cause of action for wrongful discharge if she loses her job due to a violation of a well-established public policy of the State. It is well-established public policy in Arkansas that an employer may not condition employment or employment benefits on sex or sexual favors. This type of quid pro quo relationship in an employment setting goes beyond the bounds of decency within which the people of this State should confine themselves.

25. Defendant subjected Plaintiff to a hostile work environment and a situation of quid pro quo, which culminated in her forced resignation, and this constitutes a wrongful discharge under the circumstances. Plaintiff would not have resigned from her position had she not been forced to by Mr. Hankins' continued discriminatory behavior. She would not have resigned had Hankins not made it clear to her that her presence at Crain had become a problem for him, that he no longer wanted her there, and that there would be adverse consequences were she to remain.

26. Plaintiff's forced resignation constitutes wrongful discharge based upon sex, and therefore is in violation of public policy of the State of Arkansas.

COUNT III: TORT OF OUTRAGE  
(as to Crain and Hankins)

27. Plaintiff incorporates paragraphs 1-26 as if specifically set forth herein.

28. Defendants Crain and Hankins willfully and wantonly engaged in the extreme and outrageous conduct towards the Plaintiff as described herein. That said conduct is utterly intolerable in a civilized community.

29. The Defendants' conduct was the proximate cause of the damages suffered by the Plaintiff. Namely, these damages include the severe emotional distress caused to the Plaintiff

during the time she worked for Defendants, and that she still suffers to this day, and that she will continue to suffer in the future. This emotional distress is severe and of a type that no reasonable person should be expected to endure.

30. Plaintiff also lost income due to Defendants' outrageous conduct.

#### DAMAGES

31. Plaintiff incorporates Paragraphs 1 through 30 as if specifically set forth herein.

32. As a result of Crain's unlawful discrimination, Plaintiff has endured pain and suffering, severe mental anguish, a loss of dignity, a loss of earnings, and other pecuniary losses.

33. The Plaintiff seeks compensatory and punitive damages; as well as backpay and front pay for the several months of unemployment she faced after being forced to leave Crain Automotive and the large discrepancy in pay between her job with Crain and her current job; interest on the backpay; loss of future earnings; and the costs of litigation and reasonable attorney's fee.

#### CONCLUDING STATEMENTS

34. Plaintiff incorporates Paragraphs 1 through 33 as if specifically set forth herein.

35. Plaintiff respectfully reserves the right to amend this Complaint in any way, form, shape, or fashion that is permissible upon the completion of discovery, or when she otherwise comes into possession of any such facts warranting same, and the right to transfer this matter to any Court of competent jurisdiction necessary to obtain all relief to which she is entitled.

36. Plaintiff respectfully demands a trial by jury in this matter.

WHEREFORE, the Plaintiff, by and through her attorney, Joshua D. Gillispie, respectfully requests that she recover for all damages previously pled herein, and for compensatory damages for the reasons previously pled and in an amount previously prayed for

and/or allowed by common law or by statute, in an amount left to the sound discretion of the jury, but in an amount necessary to satisfy the jurisdictional limits of this Court or any other Court, unless said damages are set, in whole or in part, by statute, for their attorney fees and all costs herein expended, and for all other relief to which they are justifiably entitled.

Respectfully submitted by:

/s/ Joshua D. Gillispie  
ABA # 2010131  
*Green and Gillispie*  
Attorneys at Law  
1 Riverfront Place, Suite 605  
North Little Rock, AR 72114  
(501) 244-0700  
(501) 244-2020 fax  
josh@greenandgillispie.com