

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

TRACY RANDLE, ALLISON TAYLOR,
ARTHUR BOYD, and TAHIR JOHNSON
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

TRUIST FINANCIAL CORPORATION,
TRUIST INVESTMENT SERVICES, INC.,
SUNTRUST BANKS, INC., and
SUNTRUST INVESTMENT SERVICES,
INC.,

Defendants.

Case No. 18-cv-01525

Judge Timothy J. Kelly

Jury Trial Demanded

SECOND AMENDED COMPLAINT

Plaintiffs Tracy Randle, Allison Taylor, Arthur Boyd, and Tahir Johnson (“Plaintiffs”), on behalf of themselves and all others similarly situated, hereby file this class action Complaint of race discrimination against Defendants Truist Financial Corporation, Truist Investment Services, Inc., SunTrust Banks, Inc. and SunTrust Investment Services, Inc. (collectively “Defendants,” “SunTrust,” or “the Firm”), and in support state as follows:

OVERVIEW

1. SunTrust is the twelfth largest bank in the United States, with over \$200 billion in assets under management and a market capitalization of over \$30 billion in 2017.¹ SunTrust employs more than 1,000 Financial Advisors (“FAs”) to provide financial advisory and brokerage services to its investors.

¹ http://s2.q4cdn.com/438932305/files/doc_financials/2017/ar/2017-Annual-Report_FINAL.pdf, 23.

2. SunTrust provides widely divergent compensation and opportunities to the Financial Advisors who service its clients, depending on their race. African Americans are underrepresented as SunTrust FAs and paid substantially less than their counterparts who are not African American. These racial disparities result from SunTrust's systematic, intentional race discrimination and from policies and practices that have an unlawful disparate impact on African Americans.

3. SunTrust maintains a racially biased corporate culture replete with harmful stereotypes regarding its African American employees and customers that infects its policies and decision-making, including by racial steering and race-matching of employees, territories, and clients. Plaintiffs, and the class they seek to represent in this lawsuit, challenge SunTrust's company-wide policies and practices that result in higher rates of attrition and lower pay for African Americans and that segregate the SunTrust workforce by race.

4. Plaintiffs file this lawsuit to hold SunTrust accountable for its unlawful treatment of African American FAs and to achieve meaningful reform. This lawsuit is brought by Plaintiffs on behalf of themselves and all other African American SunTrust Financial Advisors who work or worked as registered brokers and have been subjected to and harmed by its company-wide pattern or practice of race discrimination and discriminatory policies and practices. This action seeks class-wide injunctive relief to end SunTrust's entrenched race discrimination and make-whole relief for class members.

JURISDICTION AND VENUE

5. Plaintiffs' claims arise under 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e *et seq.*, and this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1343.

6. Venue is proper in the District Court for the District of Columbia pursuant to 28 U.S.C. § 1391(b). Defendants are licensed to do business in this District, operate numerous bank branches throughout this District, and service clients who are residents of this District. Throughout their tenure at SunTrust, Plaintiffs Randle and Johnson worked for and were harmed by SunTrust in this District. The unlawful conduct alleged in this Complaint occurred in this District and across the United States.

PARTIES

7. SunTrust Banks, Inc. was a publicly-traded, super-regional financial services firm and a Fortune 500 corporation incorporated and headquartered in Georgia.² SunTrust Investment Services, Inc. was a wholly owned and privately held subsidiary of SunTrust, incorporated in Virginia and registered with the Securities and Exchange Commission (“SEC”) as a broker-dealer. In approximately December 2019, Defendant SunTrust Banks, Inc. merged with BB&T Corporation to form Truist Financial Corporation. Upon information and belief, Defendants’ brokerage services are now operated under Defendant Truist Investment Services, Inc.

8. Plaintiff Tracy Randle (“Randle”) is African American and was employed as a SunTrust FA covering branches in Maryland and in Washington, D.C. during her tenure from 1995 until she was constructively discharged in July 2016.³ Throughout her employment at SunTrust, and pursuant to Defendants’ pattern or practice of discrimination and company-wide discriminatory policies and practices, SunTrust assigned Randle to less lucrative bank branches and territories and denied her resources, promotions, titles, teaming opportunities, and business

² <https://seekingalpha.com/article/4185958-regional-banks-bb-and-t-m-and-t-pnc-suntrust-u-s-bancorp-holding-key-levels-pre-earnings>; <http://fortune.com/fortune500/suntrust-banks/>.

³ Plaintiff Tracy Randle began her employment with Citizens Bank of Maryland in January 1995. In January 2000, SunTrust acquired Citizens Bank of Maryland and Randle continued her employment with SunTrust.

opportunities, including lucrative client accounts, because of her race. SunTrust treated Randle worse than similarly situated SunTrust employees who are not African American, and Randle lost income and was otherwise harmed as a result of Defendants' unlawful conduct.

9. Plaintiff Allison Taylor ("Taylor") is African American and was employed as a SunTrust FA in various branches in Virginia from January 2010 until she was constructively discharged in September 2016. Throughout her employment at SunTrust, and pursuant to Defendants' pattern and practice of discrimination and company-wide discriminatory policies and practices, SunTrust assigned Taylor to less lucrative bank branches and territories and denied her resources, titles, promotions, teaming opportunities, and business opportunities, including lucrative client accounts, because of her race. SunTrust treated Taylor worse than similarly situated SunTrust employees who are not African American, and Taylor lost income and was otherwise harmed as a result of Defendants' unlawful conduct.

10. Plaintiff Arthur Boyd ("Boyd") is African American and was employed as a SunTrust FA in various branches in Florida from November 2011 until he was constructively discharged in November 2018. Throughout his employment at SunTrust, and pursuant to Defendants' pattern and practice of discrimination and company-wide discriminatory policies, SunTrust assigned Boyd to less lucrative bank branches and territories and denied him resources, titles, promotions, teaming opportunities, and business opportunities, including lucrative client accounts, because of his race. SunTrust treated Boyd worse than similarly situated SunTrust employees who are not African American, and Boyd lost income and was otherwise harmed as a result of Defendants' unlawful conduct.

11. Plaintiff Tahir Johnson ("Johnson") is African American and was employed as a SunTrust FA in various branches in Washington, D.C. from January 2016 until he moved to the

banking side of SunTrust in approximately January 2018. Throughout his employment as a FA, and pursuant to Defendants' pattern and practice of discrimination and company-wide discriminatory policies, SunTrust assigned Johnson to less lucrative bank branches and territories and denied him resources, titles, promotions, beneficial teaming opportunities, and business opportunities, including lucrative client accounts, because of his race. SunTrust treated Johnson worse than similarly situated SunTrust employees who are not African American, and Johnson lost income and was otherwise harmed as a result of Defendants' unlawful conduct.

FACTUAL ALLEGATIONS

12. SunTrust maintains a corporate culture replete with harmful racial stereotypes and biased views about the skills, abilities, and potential of African American employees and clients. SunTrust's racial bias is exemplified by its racial steering, racial redlining and other discriminatory practices against employees and customers of color. SunTrust has paid millions of dollars to avoid litigating its discriminatory practices.

13. For example, in May 2012, SunTrust Mortgage, Inc., a wholly-owned subsidiary of SunTrust Bank, paid over \$21 million to settle a lawsuit brought by the Department of Justice ("DOJ") alleging discriminatory mortgage practices in violation of the Fair Housing Act and Equal Credit Opportunity Act. *United States v. SunTrust Mortgage, Inc.*, 12-cv-0397 (E.D. Va. 2012). The DOJ sued SunTrust for charging more than 20,000 qualified African-American and Hispanic borrowers higher fees and interest rates, not based on borrower risk, but because of their race or national origin.

14. Defendants' racially biased culture infects personnel decisions and creates an environment where occupational segregation, disparate treatment, and harassment are pervasive

and condoned. This is reflected by the complete lack of African Americans on SunTrust's Executive Council.⁴

15. SunTrust maintains centralized control over its financial advisory and brokerage services business from its company headquarters, where a nearly all-white team of senior executives designs and issues mandatory, company-wide policies and practices governing its Financial Advisor workforce. These include uniform, Firm-wide policies and practices that govern compensation, teaming, and the assignment of territory, resources, designations and business opportunities. These practices segregate its workforce, discriminate against African Americans, and have a disparate impact on African Americans that is not justified by business necessity.

16. SunTrust Financial Advisors advise and service SunTrust's customers in eleven states and the District of Columbia and are compensated pursuant to uniform, company-wide compensation plans. Due to the commission-based incentive system under which FAs are compensated at SunTrust, and the Firm's business practices regarding advancement, a level playing field and fair distribution of resources and business opportunities are essential.

17. Defendants' policies and practices, however, do not create an equal playing field for African Americans, but instead result in significant compensation and attrition disparities based on race.

18. Most SunTrust FAs operate out of SunTrust's more than 1,400 community-based bank branch locations. SunTrust studies and ranks its bank branches and territories according to various metrics and demographic data, including client and community wealth, asset base, and other measures of opportunity in a given branch or territory. As a result of racial stereotypes,

⁴ <http://newsroom.suntrust.com/executive-bios>

SunTrust disproportionately assigns African American FAs to less lucrative branches and territories, with fewer investable assets and less wealthy clients and potential clients. SunTrust also “race matches” and assigns African American FAs to branches with higher African American and minority populations. White FAs are assigned to wealthier, and often “whiter,” territories with greater opportunities.⁵ These practices dramatically limit the compensation and advancement opportunities and increase attrition of African American FAs.

19. A significant portion of the business opportunities for SunTrust FAs are derived from leads and support from licensed bankers working in the branches to which the FAs are assigned. African American FAs, however, are assigned branches with no or fewer licensed bankers. African American FAs are also often assigned to multiple, smaller branches, diluting their time and resources, and limiting the FAs’ ability to form consistent, productive relationships with lead-generating bankers and clients. As a result, and by SunTrust’s design, African American FAs have less lucrative accounts and territories than their non-African American colleagues.

20. In or around 2014, SunTrust began ranking its branches based on the demographics and average income of the community in which they were located, among other criteria. Each branch was placed in Tiers I through III, with Tier I being the most lucrative and Tier III being the least lucrative. The most lucrative branches were designated as “Premier” locations, and were assigned “Premier Bankers” and Financial Advisors. FAs assigned to Premier Bank or high net worth branches have access to additional resources and business opportunities. Among other advantages, being assigned to a Premier Bank means an FA receives

⁵ The few African American FAs assigned to more affluent and “Premier” branches often have these branches taken away, or have their best accounts or opportunities targeted and taken away by non-African American FAs and management.

a dedicated Premier Banker to help that FA prospect for clients with investable assets, while being assigned to a branch that SunTrust has determined has the wealthiest customer base and therefore the best business prospects for FAs seeking investments.

21. African American FAs are disproportionately excluded from Premier Bank and high net worth branch assignments based on discriminatory practices and criteria. Premier Bank branch locations are largely in affluent areas and are disproportionately absent from predominantly African American communities, to which African American FAs are steered by SunTrust. The assignment and selection of FAs to Premier Bank locations segregates African American FAs and alters the terms and conditions of their employment.

22. Similarly, SunTrust created lucrative, and segregated, designations for FAs permitted to serve high net worth clients, including the Wealth Advisor, Client Advisor, Accredited FA, and Hub Advisor designations. SunTrust policies and practices provide these high net worth FAs with teaming opportunities, enhanced compensation payouts, and exclusive access and referrals to high net worth clients and the Firm's largest and most lucrative accounts. Indeed, SunTrust prohibits non-high net worth FAs from servicing accounts over a certain threshold, and mandates that high net worth clients be referred solely to the exclusive club of high net worth FAs. African American FAs are almost entirely excluded from these high net worth designations and roles, and their accompanying compensation and advancement opportunities.

23. SunTrust maintains company-wide policies and practices regarding teams of FAs (also called partnerships), and pools (pooled accounts among FAs) that steer business opportunities and resources to white FAs and harm African American FAs. SunTrust has placed an increased emphasis on FA teams and pools and provides policy advantages to those teams.

Under Firm-wide policies and practices, teaming can provide increased compensation (through higher grid payout rates) and access to additional business opportunities and resources, including dedicated sales assistants.⁶ However, African American FAs are disproportionately excluded from favorable teams and pools, and the associated resources and compensation they provide.

24. In sum, the Firm's policies and practices discriminate against African American FAs by assigning lucrative branches, resources, titles, teaming and business opportunities to FAs based on their race, and by designating FAs as Wealth Advisors, a segregated club from which African Americans are largely excluded. In many respects, SunTrust intentionally relies on factors that have a disparate impact on African Americans and disproportionately benefit white FAs, including "by prescribing criteria that favor the already successful – those who may owe their success to having been invited to join a successful or promising team." *McReynolds v. Merrill Lynch*, 672 F.3d 482, 490 (7th Cir. 2012).

25. African Americans are further harmed by SunTrust's compensation policies and practices, which intentionally discriminate against African American FAs in a number of ways, including by knowingly relying on factors that disadvantage African Americans. These include the types and amounts of assets, products, and transactions that generate commissions, and the corresponding commission rates, among other features. FAs on teams also receive favorable treatment under these policies. The Firm's compensation practices do not reward productivity, but instead serve the purpose of diminishing the compensation of African American FAs, barring them from lucrative SunTrust incentive programs, and limiting their growth potential and pay.

26. FAs are compensated on commissions earned from transactions performed for the benefit of clients. Investors in the less-affluent communities to which SunTrust assigns African

⁶ A dedicated sales assistant is an important resource for an FA, helping with clients and allowing the FA to focus on business generation.

American FAs tend to have a higher proportion of low-risk investments, such as fixed annuities, which do not generate commissions for the FA after the initial account is established. Further, fixed annuities are paid out to clients on a monthly basis and result in net negative asset flow to FAs, which SunTrust then uses to penalize FAs by dramatically limiting their commission payout rate under the “alternate grid.” SunTrust’s alternate grid intentionally discriminates against African American FAs and was instituted in order to force African American FAs to leave SunTrust.

27. SunTrust’s compensation practices also harm its lower-income and African American clients, whose accounts are less valued by the Firm. SunTrust incentivizes FAs to avoid advising and servicing lower-income customers’ investment accounts by refusing to compensate FAs for the types of assets and asset levels often held by these poorer, disproportionately minority, clients.

28. Defendants have and are engaged in an ongoing company-wide pattern and practice of race discrimination and knowingly employ company-wide policies and practices that have a disparate impact on African Americans. Defendants’ systemic discrimination against African Americans includes, but is not limited to, the following practices that are intentionally discriminatory and have an unlawful disparate impact on African Americans:

- a. Employing Firm-wide policies and practices regarding the assignment, distribution and transfer of books of business, client accounts, leads, referrals, and other business opportunities that disproportionately steer these lucrative business opportunities to Financial Advisors who are not African American;
- b. Employing Firm-wide policies and practices that assign African Americans to less lucrative territories and branches, including by race matching and racial steering, and result in a segregated workforce and substantial racial disparities in earnings and attrition rates;
- c. Employing Firm-wide policies and practices regarding teaming (or partnerships) and pooling that deny African American FAs teaming

opportunities and benefits and otherwise harm African Americans, and that segregate the FA workforce by race;

- d. Employing Firm-wide policies and practices regarding the assignment and distribution of sales and other resources and support on account of race, including but not limited to licensed banking, sales and administrative support, designations, management support, and other resources;
- e. Employing Firm-wide policies and practices regarding the assignment of and criteria for jobs, titles, roles and designations, including but not limited to the Premier Advisor, Wealth Advisor, Accredited Private Financial Advisor and Client or Hub Advisor roles, among other high net worth designations and positions, that disproportionately exclude and harm African Americans;
- f. Employing Firm-wide, discriminatory policies and practices regarding training, mentoring, job assignment, promotion, and management assessment and selection that exclude and harm African Americans;
- g. Employing Firm-wide compensation policies and practices that intentionally and disproportionately disadvantage African Americans; and
- h. Employing Firm-wide practices and policies designed to terminate or constructively discharge African American FAs or force them to resign their employment.

29. The intentional discrimination and disparate impact described above is ongoing and constitutes a continuing violation of the civil rights laws.

30. The racially discriminatory policies and practices at Defendants are uniform and company-wide in scope. Class members relying on Plaintiffs to protect their rights work or worked at SunTrust bank branch locations across the country and were harmed by these same policies and practices.

Plaintiffs Were Injured By Defendants' Unlawful Conduct

31. Plaintiffs, like other African American FAs at SunTrust, were subjected to and harmed by Defendants' pattern or practice of discrimination and unlawful policies and practices. Among other things, Plaintiffs were assigned to less lucrative territories, denied licensed banker and other sales support, and denied client accounts, leads, titles, referrals and other business

opportunities because of their race, including teaming and pooling opportunities. Plaintiffs lost substantial income due to these practices as well as Defendants' discriminatory compensation practices.

32. Plaintiff Tracy Randle joined Citizens Bank of Maryland in 1995 and worked there until SunTrust purchased Citizens Bank in January 2000. Randle continued her employment with SunTrust after the sale. Randle worked hard and successfully developed clients at the bank branches in her territory. Throughout her tenure with Defendants, Randle was producing at levels that earned her white colleagues business opportunities and sales support, which she was denied.

33. Randle was consistently assigned a number of bank branches in poor communities in the Maryland area. Customers in these areas often had little to no investible assets. On several occasions, Randle requested assignment to more lucrative bank branches of the types to which white FAs with similar or less experience and success were routinely assigned. Randle's requests were either ignored or denied.

34. During most of her career at SunTrust, and because of her race, Randle was denied assignment to a Premier bank branch. Despite being repeatedly told that there were no Premier Bank branches available, Randle witnessed white FAs assigned or relocated to Premier Bank branch locations. Just prior to her departure, SunTrust gave Randle access to what it called a Premier Bank, but it lacked opportunity and was "Premier" in name only. Moreover, despite her over 20 years of servicing high net worth clients, SunTrust refused to designate Randle a Wealth Advisor throughout her tenure, denying her the ability to team with and garner lucrative referrals.

35. In or around spring 2016, Randle raised concerns to her manager regarding her discriminatory treatment, including not being denied lucrative banking territories. Her manager dismissed her complaints and admitted the Firm's different standard for African American FAs, telling Randle to "be happy she works in the wealthiest black county." SunTrust made clear that Randle would continue to be denied equal opportunities and the high net worth Wealth Advisor role. The cumulative effect of years of enduring the Firm's pattern of overt discrimination and hostility took a toll on Randle, and, in 2016, she experienced severe physical symptoms of stress and anxiety that interfered with her ability to do her job. Randle understood that the culture at SunTrust would not change, nor would the discrimination end. Randle could no longer tolerate her working conditions and had no choice but to leave SunTrust. She was constructively discharged in July 2016.

36. After Randle left SunTrust, the Firm continued to discriminate and retaliate against Randle. SunTrust FAs called Randle's clients and made defamatory and disparaging statements about her and her abilities as an FA in order to tarnish her reputation and to prevent clients from moving with Randle. This was inconsistent with how departing white FAs were treated by SunTrust and was part of SunTrust's discriminatory culture. Later, Randle learned that her clients who remained at SunTrust were split among four white FAs.

37. Plaintiff Allison Taylor joined SunTrust in January 2010. Consistent with SunTrust's policy and practice of assigning African American FAs to multiple, smaller branches, diluting their time and resources, and limiting the FAs' ability to form consistent, productive relationships with lead-generating bankers and clients, Taylor was assigned to cover six branch locations. The bank branches SunTrust assigned to Taylor were less lucrative branches and

territories, including branches notorious for their poor investment quality. Taylor repeatedly requested more lucrative branches and to be reassigned.

38. In or around 2011, after repeated requests for a more lucrative branch, Taylor was permitted to cover a branch in Kingstown, Virginia. She performed very well increased production at the Kingstown branch by approximately 150% in just nine months. Despite her hard work and success, SunTrust took the Kingstown branch from Taylor and gave it to a white FA. Taylor was not originally assigned any replacement branch. She was later offered to cover the Woodridge branch, located in a majority-minority community with very little investment opportunity.

39. When Taylor was finally assigned a “Premier Bank” branch, the opportunities were not comparable to the Premier Bank branches SunTrust assigned to white FAs. It was premier in name only. Indeed, Taylor’s earnings decreased during her coverage of this branch.

40. Throughout her tenure, white SunTrust FAs contacted Taylor’s clients and tried to persuade them to leave Taylor and place their money with the white FAs. Taylor lost several clients to her white colleagues who, in violation of SunTrust policy, contacted her clients without her permission.

41. Consistent with SunTrust’s policies and practices, and throughout Taylor’s employment, SunTrust denied her business opportunities, resources, sales support, and inclusion on teams, making it impossible for Taylor to succeed or advance. Ultimately, Taylor was constructively discharged in September 2016.

42. After being recruited by SunTrust, Plaintiff Arthur Boyd joined the Firm in November 2011 as an FA in the South Florida Region. Despite Boyd’s considerable experience and success as an FA, SunTrust denied him resources, inclusion in favorable teams, assignment

of lucrative branches, and business opportunities, including client accounts, leads, and referrals, because of his race. The Firm also denied Boyd the role and title of Accredited Private Financial Advisor, which would have resulted in high net worth leads and referrals and substantial income opportunities.

43. As the Firm increased its focus and policy advantages towards FA teams, Boyd sought repeatedly to join or form a team. However, like other African American FAs, Boyd was repeatedly denied teaming opportunities and excluded from FA teams, despite seeking help from management. In addition, Boyd was denied client account distributions given to FAs who were not African American, including those of retiring FAs.

44. Due to the differential treatment, Boyd faced a diminishing income and constant threat of losing his dedicated sales assistant. White FAs who formed or joined teams, however, benefitted by substantial increases in their books of business, sales assistant support, and compensation, among other things.

45. In the summer of 2018, Boyd began to complain to management and Human Resources about race discrimination, including his exclusion from teams and from client accounts and other business opportunities. Boyd is not aware of any investigation into or corrective action regarding his complaint. To the contrary, he suffered retaliation and ongoing discrimination, including by the Firm's actions after his termination.

46. Having been repeatedly denied teaming opportunities, threatened with losing his sales assistant, being denied Accredited Private Financial Advisor status, and facing escalating discrimination and retaliation that essentially denied him any career advancement and in fact threatened his career, Boyd was forced to leave and constructively discharged in 2018. Thereafter, SunTrust continued to discriminate and retaliate against Boyd by baselessly

threatening legal action when he sought to transfer his clients to his new firm, despite Boyd's compliance with the industry's Broker Protocol. This baseless legal action harmed his reputation with his clients and new employer, and resulted in a loss of clients.

47. Plaintiff Tahir Johnson joined SunTrust in January 2016 as an FA in Washington DC. Consistent with SunTrust's Firm-wide discriminatory policies and practices, and like other African American FAs, Johnson was not assigned to a lucrative territory, or a Premier Bank branch. Instead, the Firm assigned Johnson to less lucrative branches with clients with little wealth; he was also assigned multiple, smaller branches, which diluted his time and resources, and limited his ability to form consistent, productive relationships with lead-generating bankers and clients. Johnson repeatedly requested to cover more lucrative branches throughout his tenure as a SunTrust FA, but his requests were continually denied by management. In one instance, after Johnson asked to cover SunTrust's Georgetown branch, his manager admitted the racially differential standards, stating candidly "there's no way I can give that branch to a black man," or words to that effect.

48. Although SunTrust promised Johnson a teaming opportunity during his recruitment, once hired he was only nominally teamed with a white FA. The team was grossly imbalanced and not a merger of business as Johnson witnessed with teams of white FAs. Johnson could not retain any client assets or receive any credit or compensation for client assets he developed for the team unless they were under \$100,000. However, Johnson was forced to split any revenues he generated from his small accounts with his partner, although he was denied any revenue from his partner's larger accounts – even those Johnson developed. Johnson was relegated to an administrative, or support, role on the team, rather than as a partner FA. The senior white FA did not mentor or support Johnson, or allow him to attend client meetings.

Instead, Johnson was forced to perform administrative tasks for which he was not compensated and which took time away from client account development and income generation opportunities. The team benefitted the white FA, but harmed Johnson, who was denied the standard benefits of a team.

49. In addition and consistent with the Firm's systemic discrimination, SunTrust denied Johnson sales support, resources and business opportunities, including client accounts, leads, referrals, and licensed banking and other sales support. Among other things, for example, Johnson did not receive client account distributions from departing FAs. Even when Plaintiff Tracy Randle left SunTrust, consistent with SunTrust's racial steering practices, Johnson was given Randle's (less lucrative) territories, but not Randle's client accounts that remained at SunTrust.

50. The Firm's repeated denial of lucrative branches, accounts, territories and teaming opportunities made it impossible for Johnson to succeed as a FA at SunTrust. To the contrary, Johnson was relegated to a role with lesser job responsibilities that precluded his career advancement and earnings. Having been effectively demoted to an administrative role on his team and repeatedly denied branches with sufficient opportunity because of his race, Johnson had no choice but to transfer to a salaried banking role at SunTrust in January 2018.⁷

51. All Plaintiffs lost wages and other benefits, suffered emotional distress and other nonpecuniary losses, and suffered irreparable harm to their careers as a result of SunTrust's unlawful conduct and discriminatory practices. Defendants' actions have caused and continue to cause Plaintiffs substantial losses in earnings, management opportunities and other employment benefits, in an amount to be determined by a jury.

⁷ This was effectively another demotion, as the banking role lacked any upside earnings potential.

CLASS ALLEGATIONS

52. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a class of African Americans who work or worked for SunTrust as FAs⁸ and who were subjected to SunTrust's Firm-wide policies and practices. All requirements of class certification are met by the proposed class.

53. The class of African American employees and former employees is so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1).

54. There are questions of law and fact common to the class, and those questions can and should be resolved in a single proceeding that furthers this litigation. Fed. R. Civ. P. 23(a)(2).

55. The claims alleged by Plaintiffs are typical of the claims of the class members. Fed. R. Civ. P. 23(a)(3).

56. Plaintiffs will fairly and adequately represent and protect the interests of the class. Fed. R. Civ. P. 23(a)(4).

57. The proposed class also meets the requirements for certification under Rule 23(b)(2) and/or Rule 23(b)(3). The questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3).

58. The issues of determining liability and equitable relief, among other issues, are also appropriate for certification under Rule 23(c)(4), as are other common issues.

⁸ Plaintiffs understand that SunTrust has used various titles for FAs during the class period. As used herein, FA includes all such FA titles, including those for FAs designated to service high net worth clients, such as Wealth Advisors, Client Advisors and Accredited Private FAs.

COUNT I

RACE DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981

(Classwide)

59. Plaintiffs, on behalf of themselves and those similarly situated, reallege the above paragraphs and incorporate them by reference as though fully stated herein as part of Count I of this Complaint.

60. Section 1977 of the Revised Statutes, 42 U.S.C. § 1981, as amended, guarantees persons of all races the same right to make and enforce contracts, regardless of race. The term “make and enforce” contracts includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, and conditions of the contractual relationship.

61. SunTrust maintains a nationwide set of uniform, discriminatory employment practices and engaged in a pattern or practice of systemic race discrimination against African Americans that constitutes illegal intentional racial discrimination in violation of 42 U.S.C. § 1981.

62. Through the conduct alleged herein, SunTrust denied Plaintiffs and other African American FAs business opportunities (including but not limited to client accounts, leads, and referrals); assignment of favorable branch office locations; resources valuable to their career and business; and sales, administrative and management support because of their race and based on racial stereotypes. Defendants also discriminated against Plaintiffs and all other similarly situated African American FAs in compensation and in other terms and conditions of their employment.

63. Plaintiffs and all those similarly situated were subjected to and harmed by SunTrust’s systemic and individual discrimination.

64. On behalf of themselves and the class they seek to represent, Plaintiffs request the relief set forth below.

COUNT II
RACE DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 2000e *et seq.*
(Classwide)

65. Plaintiffs Randle and Boyd, on behalf of themselves and all others similarly situated, reallege the above paragraphs and incorporate them by reference as though fully stated herein as part of Count II of this Complaint.

66. Plaintiffs Randle and Boyd filed representative charges of race discrimination with the Equal Employment Opportunity Commission. Plaintiffs Randle and Boyd received Notices of Right to Sue. Defendants were placed on notice of the representative allegations contained in this Complaint through Plaintiffs Randle's and Boyd's EEOC charges. Plaintiffs Randle and Boyd timely brought their Title VII claims after receipt of such notice.

67. Title VII of the Civil Rights Act of 1964, as amended, makes it unlawful for an employer to discriminate against any individual in the terms, conditions, or privileges of employment on the basis of race, or to limit, segregate, or classify its employees or applicants for employment in any way which deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee on the basis of race.

68. By their conduct as alleged herein, Defendants unlawfully discriminated against Plaintiffs and those similarly situated in violation of Title VII, under both disparate treatment and disparate impact theories of liability.

69. Defendants' unlawful discrimination harmed African American FAs.

COUNT III

RETALIATION IN VIOLATION OF 42 U.S.C. § 1981

(Plaintiff Tracy Randle)

70. Plaintiff Tracy Randle realleges the above paragraphs and incorporates them by reference as though fully stated herein as part of Count III of this Complaint.

71. Plaintiff engaged in protected activity by complaining of her unlawful treatment.

72. Plaintiff alleges that she suffered retaliation and harm because of her protected activity, in violation of 42 U.S.C. § 1981.

COUNT IV

RETALIATION IN VIOLATION OF 42 U.S.C. § 1981

(Plaintiff Arthur Boyd)

73. Plaintiff Arthur Boyd realleges the above paragraphs and incorporates them by reference as though fully stated herein as part of Count IV of this Complaint.

74. Plaintiff alleges that he engaged in protected activity by complaining of his unlawful treatment.

75. Plaintiff alleges that he suffered retaliation and harm because of his protected activity, in violation of 42 U.S.C. § 1981.

COUNT V

RETALIATION IN VIOLATION OF 42 U.S.C. § 2000e *et seq.*

(Plaintiff Tracy Randle)

76. Plaintiff Tracy Randle realleges the above paragraphs and incorporates them by reference as though fully stated herein as part of Count V of this Complaint.

77. Plaintiff Randle filed a charge of retaliation with the Equal Employment Opportunity Commission and received Notice Right to Sue. Taylor brings this suit within 90 days of receipt of such notice.

78. Title VII of the Civil Rights Act of 1964, as amended, makes it unlawful for an employer to retaliate against an employee based on the employee's opposition to employment discrimination or complaint of discrimination.

79. Plaintiff Randle alleges that she engaged in protected activity by complaining of her unlawful treatment.

80. Plaintiff Randle alleges that she suffered retaliation and harm because of her protected activity, in violation of 42 U.S.C. § 2000e-3(a).

COUNT VI

RETALIATION IN VIOLATION OF 42 U.S.C. § 2000e *et seq.*

(Plaintiff Arthur Boyd)

81. Plaintiff Arthur Boyd realleges the above paragraphs and incorporates them by reference as though fully stated herein as part of Count VI of this Complaint.

82. Plaintiff Boyd filed a charge of retaliation with the Equal Employment Opportunity Commission, received Notice Right to Sue. Boyd and timely files this claim after receipt of such notice.

83. Title VII of the Civil Rights Act of 1964, as amended, makes it unlawful for an employer to retaliate against an employee based on the employee's opposition to employment discrimination or complaint of discrimination.

84. Plaintiff Boyd alleges that he engaged in protected activity by complaining of his unlawful treatment.

85. Plaintiff Boyd alleges that he suffered retaliation and harm because of his protected activity, in violation of 42 U.S.C. § 2000e-3(a).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court find in favor of them and the class they seek to represent and against Defendants as follows:

- a. Certify this case as a class action;
- b. Designate Plaintiffs as Class Representatives and designate Plaintiffs' counsel of record as Class Counsel;
- c. Declare the SunTrust's acts, conduct, policies and practices are unlawful and violate 42 U.S.C. § 1981 and 42 U.S.C. § 2000e et seq.;
- d. Declare that SunTrust engages in a pattern and practice of intentional racial discrimination against African Americans and employs policies and practices that have an unlawful disparate impact on African Americans;
- e. Order Plaintiffs and all others similarly situated reinstated to their appropriate positions, promotions, and seniority, and otherwise make Plaintiffs whole;
- f. Award Plaintiffs and all others similarly situated the value of all compensation and benefits lost and that they will lose in the future as a result of SunTrust's unlawful conduct;
- g. Award Plaintiffs and all other all others similarly situated compensatory and punitive damages;
- h. Award Plaintiffs and all others similarly situated prejudgment interest and attorneys' fees, costs, and disbursements, as provided by law;

- i. Award Plaintiffs and all others similarly situated such other make whole equitable, injunctive, and legal relief as this Court deems just and proper to end the discrimination and fairly compensate Plaintiffs; and
- j. Award Plaintiffs and all others similarly situated such other relief as this Court deems just and proper.

DEMAND FOR A JURY TRIAL

Plaintiffs hereby demand a jury trial as provided for by Rule 38(a) of the Federal Rules of Civil Procedure.

Date: January 29, 2021

Respectfully submitted on behalf of Plaintiffs and those similarly situated,

s/ George S. Robot

George S. Robot

George S. Robot, DC Bar # IL 0047
grobot@sfltd.com
Linda D. Friedman
Suzanne E. Bish
STOWELL & FRIEDMAN LTD.
303 W. Madison Street
Suite 2600
Chicago, Illinois 60606
(312) 431-0888

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 29 day of January 2021, I caused the foregoing Second Amended Complaint to be served via ECF upon all counsel of Record.

/s/ George S. Robot
George S. Robot