

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to D.C. Code §11-921.
2. This Court has subject matter jurisdiction over this matter pursuant to D.C. Code §11-921 *et seq.* because the contractual agreements at issue were formed and/or are governed by the laws of the District of Columbia.
3. This Court may exercise personal jurisdiction over the Plaintiff pursuant to D.C. Code §13-423 as the Plaintiff transacts business in the District of Columbia.
4. Venue properly lies in this Court pursuant to D.C. Code §11-1321 because Plaintiff carries on regular business in the District of Columbia.

NATURE OF THE ACTION

5. Plaintiff brings this action to secure protection of rights granted under the common law, to redress deprivation of rights thereunder, and to obtain such other relief as is necessary to redress the injury to Plaintiff resulting from Defendant's violation of those statutes.
6. Plaintiff's damages are significant, including, but not limited to, the loss of reputation, career advantage, emotional trauma, and denial of her rights.
7. The action seeks declaratory and injunctive relief, as well as compensatory and punitive damages, both to secure future protection and to redress the past deprivation of rights guaranteed to named Plaintiff.

PARTIES

8. Plaintiff Francesca Weaks is an African American woman who resides in Baltimore, Maryland where she worked as a racial equity consultant.

9. LSSC is a hub of consultants funded by philanthropic organizations that aims to “strengthen the power of local governments to advance policies that promote equity, inclusion, public health, and civic participation.”¹
10. NVF is a fiscal sponsor organization that aids in funding various public policy projects with various organizations.²
11. During the relevant period, Plaintiff was a consultant contracted with LSSC to lead state campaigns work with the inclusion of leading day to day Diversity, Equity, and Inclusion work per her scope of work.
12. During the relevant period, NVF was the fiscal sponsor of Plaintiff’s contract and the responsible overseer of human resources policy adherence.

FACTUAL ALLEGATIONS

13. Plaintiff began her tenure at LSSC on February 1, 2021. Plaintiff was hired for LSSC to lead state campaigns work with the inclusion of leading day to day Diversity, Equity, and Inclusion work per her scope of work. Pursuant to Plaintiff’s contract, the fiscal sponsor of her position was NVF, which provides grants for various public policy projects and organizations. In January 2022, Plaintiff’s title changed to Lead State Campaigns Consultant.
14. Prior to working at LSSC, Plaintiff had worked as Policy and Research Manager at the National Association for the Advancement of Colored People (NAACP). Plaintiff expertise is in black health and racial social determinants of health (SDOH) equity.

¹ LSSC, “*Our Vision Values and Strategic Priorities*,” (<https://www.supportdemocracy.org/about-us>).

² NVF, “Mission & Values,” (<https://newventurefund.org/mission-values/>).

15. During Plaintiff's first week at LSSC, Plaintiff was in team meetings with other leaders in which several leaders began to belittle and degrade their national partner, the American Heart Association Voices for Healthy Kids. Plaintiff immediately became uncomfortable and requested that she not be included in such conversations as she wanted to maintain her relationship with AHA Voices. Plaintiff's requests were not honored and staff continued to disrespect AHA Voices despite the fact that AHA Voices had continuously positively supported and promoted LSSC in private and public spaces. Due to LSSC's hostility against AHA Voices, various projects in 2021 did not occur because LSSC and Robert Wood Johnson did not want to work with AHA Voices.
16. As part of Plaintiff's position, she was given permission to view the 2021 Grant that was submitted to Robert Wood Johnson and other funders prior to Plaintiff's tenure. In the grant proposals, Lead Consultant Katie Belanger (White) wrote that as part of LSSC's grant funded work, they would be partnering with the NAACP on future projects.
17. As stated above, Plaintiff had previously worked at the NAACP and was aware that the NAACP had never signed any agreement or memorandum of understanding to work with LSSC as a partner. As a result, the NAACP was being cited in a grant proposal for a joint project that they were not aware of. At this point, Plaintiff became aware that LSSC was fraudulently presenting a partnership with the NAACP in order to obtain funding. While working at the NAACP, Plaintiff had a meeting discussing a potential partnership with LSSC, but the partnership never came to fruition and at no point did the NAACP meet with LSSC. Despite this, LSSC received funding for the partnership and Ms. Belanger informed funders that the relationship between LSSC and the NAACP was secure. Plaintiff knew

that this was untrue and informed Ms. Belanger that the funders needed to be notified but Ms. Belanger did nothing.

18. In or around June 2021, Plaintiff was in a meeting with various team leads. When Plaintiff was in the midst of speaking about inequities and Critical Race Theory, LSSC Founder Kim Haddow (White) cut Plaintiff off mid-sentence and began to speak over Plaintiff. Plaintiff spoke up and stated that it was disrespectful for Ms. Haddow to speak over her before Plaintiff was finished speaking. It soon became obvious that there was a custom of leaders speaking over Black individuals when they were speaking about race, diversity, and equity.
19. In or around July 2021, LSSC published a mid-year/end of session report. These reports detailed how LSSC was at the forefront of the social justice movement regarding Critical Race Theory. The report further expounded upon the topic of racism and the importance of Critical Race Theory. However, Plaintiff noted that none of the authors of the report were Black nor were any Black individuals consulted regarding the movement behind Critical Race Theory. This was yet another example of LSSC fraudulently stating that they were conducting black racial equity and racial justice work without regard for any black voices.
20. Due to the lack of black individuals on the team, the debrief from the Critical Race Theory report was that the authors of the report needed to connect and learn from black researchers before further misrepresentations were made. Plaintiff then connected them with Dr. Courtnee Melton for the authors to learn from her research and work on systemic racism and preemption.

21. In or around the fall of 2021, Ms. Belanger began to make inappropriate comments to other national partners while on calls. Ms. Belanger would make statements about her view that her recently hired DEI consultants (two African-American women from Beyond Boundaries) were not up to par with steering the DEI committee and were not leading the DEI work to her liking.
22. Also, in or around the fall of 2021, LSSC decided to hire a tracking team and another state campaign consultant. Plaintiff expressed that LSSC needed to expand the search network to ensure inclusivity and obtain diverse applicants. Despite Plaintiff's recommendation, the network list remained the same and LSSC's network was not diverse or inclusive enough to reach consultants of color or other non-white lead organizations. The only diverse candidates that were received by LSSC were a result of Plaintiff's own initiative to send the hiring opportunity to her own network.
23. In November 2021, Plaintiff requested a pay equity increase due to the additional scope of her work for 2022 and the increased requested DEI project work from funders. Plaintiff was denied her pay request because Ms. Belanger was "not comfortable increasing [Plaintiff's] salary." Plaintiff felt used by Ms. Belanger as nothing more than a token to be shown to the funders as an example of "diversity" without paying Plaintiff her worth, despite the fact that all other non-black consultants received their request for pay equity increases.
24. To add insult to injury, the other non-black DEI consultant received the "increased funding" pay increase despite Plaintiff doing the majority of the work. When Plaintiff finally received a \$16,000.00 pay increase it was still below the other consultants' increases.

25. In or around December 2021, Plaintiff met with the DEI consultants regarding the problems stated by Ms. Belanger. After speaking with the consultant's, Plaintiff learned that the issue came from Ms. Belanger's lack of clarity and communication regarding the goals of LSSC. Further, Plaintiff learned that Ms. Belanger was often openly hostile to the DEI consultants and that Ms. Belanger's confusion of DEI was not a reflection of the DEI consultants themselves.
26. In or around December 2021 and January 2022, Plaintiff spoke with Ms. Belanger regarding the inequitable treatment that she was subjecting the DEI consultants to and attempted to explain that her actions lended themselves to the feeling that they were discriminatory in nature. Ms. Belanger reacted with irritation and annoyance at Plaintiff and stated that she did not feel that they had an "understanding of DEI work," or words to that effect. It became obvious that Ms. Belanger was not willing to be patient and listen to how the DEI consultants operated.
27. Also, in or around December 2021, Plaintiff was on a call with national partner, Change Lab Solutions, when Mr. Ben Winig and Ms. Sabrina Adler from Change Lab Solutions began to make disparaging comments about AHA Voices once again. At no point did Ms. Belanger attempt to put an end to the comments. After the call ended, Plaintiff told Ms. Belanger that if she would not address the inappropriateness of the conversation, then Plaintiff would send an email addressing it herself which she did in which Plaintiff directly highlighted the inequities and supposed values that LSSC was violating due to their hostility against AHA Voices.
28. In or around January 2022, Plaintiff hired a new black female state campaign consultant, Korey Johnson. Immediately, Ms. Johnson was berated by A Better Balance consultant,

Ms. Dilini Lankachanda. When Ms. Belanger was told about Ms. Lankachanda's behavior she did nothing and brushed off the incident as just "Korey's feelings". The situation worsened and the DEI consultants had to reprimand Ms. Lankachanda themselves without support from Ms. Belanger. Plaintiff and the DEI consultants then set up a system through which A Better Balance and Ms. Lankachanda could not contact Plaintiff and her team without going through the Legal Lead.

29. Despite these protections, Ms. Belanger forced Plaintiff and her team to have direct contact with A Better Balance. As a result of Ms. Belanger's disregard for the racial animus held by A Better Balance, Plaintiff and the DEI team continued to be subjected to racial harassment.
30. After these incidents, Plaintiff requested a meeting with NVF to discuss a Code of Conduct. However, Ms. Belanger stated that she spoke with NVF and that they had stated that LSSC could not develop a Code of Conduct for LSSC consultants therefore Plaintiff was not allowed to set up any policies, standards, or protections to prevent any racism, unethical behavior, and bigotry.
31. In or around February 2022, Plaintiff attended a call with national partner, Local Progress. During this call, a member from Local Progress began to disparage Powerswitch Action, the only black lead partner organization by stating that Powerswitch Action needed to follow LSSC's lead in the field of preemption if they desired funding. Once again, Ms. Belanger did nothing to end the conversation or speak out against the inappropriateness of the comments and in fact made similar comments.
32. On the same call, Ms. Belanger discussed the new tracking consultants (four Black research doctors) that Plaintiff had hired. In the course of the discussion, Ms. Belanger stated that

“these four black doctors can not keep up and do the same job that [founder] Ms. Haddow was doing tracking,” or words to that effect.

33. In or around February 2022, Plaintiff was asked to be a part of a North Carolina union project from one of the other consultants, A Better Balance. Plaintiff’s contract only required that Plaintiff work on projects that LSSC’s legal team lead agreed to and had been approved by the team leads. The request project was not under the scope of Plaintiff’s contract or approved by the legal lead. As such, A Better balance was fraudulently using LSSC resources for their own personal business projects.
34. Due to the non-agreed or paid scope of her work scope, in or around February 2022, Plaintiff made a request to Ms. Belanger to meet with NVF regarding Plaintiff’s contract and code of conduct expectations. Ms. Belanger refused to grant Plaintiff a meeting despite Ms. Belanger being required to send all requests to NVF.
35. By this time, Plaintiff had consistently attempted to speak out regarding the DEI issues but Ms. Belanger would threaten to end Plaintiff’s contract if she continued to “cause issues or cause internal discord.”
36. In or around March 2022, LSSC had a team retreat. On the retreat, Ms. Lankachanda once again demeaned the black consultants. At no point did any supervisor correct or reprimand Ms. Lankachanda for the way she was speaking.
37. On or about May 25, 2022, Plaintiff brought to Ms. Belanger’s attention that there were some inaccurate information in the funder’s grant report. In the research section, the grant report stated that LSSC had aided in cultivating a new research publication on preemption and racism by Dr. Courtnee Melton, a Black female researcher. Plaintiff was aware that

LSSC had had no participation in Dr. Melton's research and that the grant report inappropriately claimed Dr. Melton's work without her knowledge.

38. Plaintiff had previously met Dr. Melton in the spring of 2021 and had built a professional relationship. In July 2021, Dr. Melton submitted her research paper and in August 2022 Dr. Melton met with LSSC for the first time after Plaintiff had connected LSSC and Dr. Melton in July 2021. Due to the timeline of event, it would have been impossible for the LSSC to contribute to Dr. Melton's research paper. At this point, Plaintiff contacted Dr. Melton to confirm her suspicions and Dr. Melton confirmed that LSSC had no participation in her paper and had not seen it until it was published.
39. After Plaintiff reported this issue to Ms. Belanger, Ms. Belanger contacted Mr. Winig, the author of the grant report, who falsely stated that he "brainstormed content" and was an "editor" on the paper.
40. At this time, Ms. Belanger informed Plaintiff that they would "reword the section," but that they would still claim to have contributed to Dr. Melton's publication. Plaintiff stressed that it would be unethical and racist to claim participation for a Black woman's work when they had none, but Plaintiff was ignored.
41. Dr. Melton and Plaintiff hold doctorate degrees and the publication of an untrue report would have had an immediate negative impact on their careers. Had Dr. Melton published the work without credit to LSSC if LSSC had assisted, Dr. Melton's publication would have been discredited as would her career. If Plaintiff had gone along with including Dr. Melton's work in the grant report, Plaintiff could have been held to plagiarism, academic dishonest, and unethical funding standards. Ms. Belanger and LSSC clearly had no issue with risking the careers of two black women to meet their own goals.

42. After Plaintiff realized that Ms. Belanger was not going to change the report, Plaintiff requested once again to meet with NVF to review her contract and the effect it had on her options regarding the report and once again Plaintiff was denied.
43. Seeing that LSSC was determined with claiming credit for Dr. Melton's work, Plaintiff stated that if they included the information then a disclosure was required that stated that Plaintiff did not cosign the grant report. It was at this time that the report was changed.
44. Despite the removal, Ms. Belanger threatened Plaintiff by stating that Plaintiff had "broken confidentiality" because Plaintiff had confirmed whether or not the information in the report to the funders was true or not with the author. Plaintiff was told that she had to abide by the confidentiality rules even if the information was false and inaccurate.
45. Plaintiff responded that confidentiality does not bind anyone to participating or co-conspiring in unethical or racist behaviors. Further, Plaintiff informed Ms. Belanger that they would be putting other consultants at risk by submitting misinformation to funders. Ms. Belanger responded that Plaintiff had to submit what Ms. Belanger wanted to share in the report even if it was not true.
46. After this incident, Plaintiff requested once again to meet with NVF in its role as the fiscal sponsor regarding Plaintiff's contract. Plaintiff was once again refused a meeting.
47. On or about May 24, 2022, Plaintiff witness Ms. Belanger's continued harassment when Ms. Belanger engaged in a public screaming match with Dr. Susan Polan from the American Public Health Association.
48. On or about May 28, 2022, Plaintiff requested to meet with Ms. Belanger but received no response. Plaintiff's next opportunity to meet with Ms. Belanger would have been June 6, 2022.

49. On or about June 3, 2022, Plaintiff notified the lead consultant that she had had two family members pass away as a result of murder. Plaintiff immediately provided Ms. Belanger with her altered schedule and only requested that Ms. Belanger manage the Virtual Training while Plaintiff would be out of the office.
50. Ms. Belanger responded by cancelling their June 6, 2022, meeting. Plaintiff requested to meet on June 13, 2022 but did not receive a response.
51. On or about June 6, 2022, Plaintiff began to receive messages from employees and consultants that Plaintiff had cancelled meetings and presentations. Plaintiff was confused because she was working that day and was aware that she had not cancelled any meetings or tasks because Plaintiff felt that work provided her an outlet for her grief into something productive. At no point had Plaintiff previously been told that Ms. Belanger had the authority to order Plaintiff onto bereavement leave against Plaintiff's will. This was not the first violent loss that Plaintiff had suffered and she knew how to manage her grief best.
52. Plaintiff reached out to Ms. Belanger to attempt to determine what was going on. It was at this point Ms. Belanger lashed out at Plaintiff stating that Plaintiff "had to take off two weeks," that Ms. Belanger had "handled and rearranged [Plaintiff's] schedule," that Ms. Belanger had "reassigned [Plaintiff's] work and presentations." At no point had Ms. Belanger met with Plaintiff prior to this action nor did she acknowledge Plaintiff's request regarding her needs during the period of grieving. Ms. Belanger's actions only added further stress and anguish to Plaintiff's life.
53. Plaintiff was also aware that in or around late February 2022, Ms. Lankachanda had requested time off for her personal mental health due to stress as a result of family members

in Ukraine during the Russian invasion. Ms. Lankachanda was approved for time off and her work was covered without issue.

54. On or about June 10, 2022, Plaintiff received an email from Ms. Belanger terminating Plaintiff's contract citing the reason as "[Plaintiff's] convenience" despite the fact that LSSC was not authorized to terminate Plaintiff per her contract. Only NVF was authorized to terminate Plaintiff. Plaintiff was shocked and confused. Upon reflection, Plaintiff realized that it was likely due Plaintiff's concerns regarding the unethical and racist practice of LSSC in the previous months.

55. Despite terminating Plaintiff, LSSC continued to use Plaintiff's business ideas, strategies, work plans, and cultivated relationships. However, at no point was Plaintiff compensated for her work. Further, Plaintiff learned that Ms. Belanger was internally stating that Plaintiff's termination was due to Plaintiff's "noncompliance."

56. As of September 6, 2022, Plaintiff's contract was still active, and Plaintiff had yet to receive a letter of termination from either LSSC or NVF. As such, Plaintiff was owed payment for July and August per her contract with NVF. Plaintiff submitted a July invoice which was not paid and as of the date of the complaint, Plaintiff has not been paid per her contract.

57. Despite nonpayment, NVF has not acknowledging Plaintiff's termination and they are not paying out her contract either.

COUNT I
BREACH OF WRITTEN CONTRACT

58. Plaintiff realleges and incorporates by reference each of the preceding paragraphs as if fully set forth herein.

59. A breach of contract occurs when, "When performance of a duty under a contract is due, a failure to perform is a breach." § 669 Restatement of Contracts (Second).

60. The Defendants' payment for Plaintiff's services for the time duration of her contract is a material element of the executed Employment Contract.
61. Further, the exclusive ability of Defendant NVF to terminate Plaintiff is a material element of the executed Employment Contract.
62. Defendant LSSC breached the terms of the Employment Contract when it terminated Plaintiff without the authority to do so after Plaintiff spoke out against various unethical and racist incidents as well as ordering Plaintiff into bereavement leave.
63. Defendant NFV breached the terms of the Employment Contract when it refused to pay Plaintiff per her contractual agreement.
64. As a direct and proximate cause of the Defendant's breach of the agreement, Dr. Weaks has suffered damages in an amount to be proven at trial, in excess of \$25,000.00 (twenty-five thousand dollars and zero cents), exclusive of interests and costs, including mental anguish, emotional distress, embarrassment, loss of expenses, irreparable harm, and punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Dr. Francesca Weaks, respectfully prays that this Court grant her the following relief:

- a. Enter a declaratory judgment finding that the foregoing actions of Defendant violates common law principle against breach of contract;
- b. Enter a permanent injunction directing Defendant to take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;

c. Award compensatory damages in the amount of \$250,000.00 that would fully compensate Plaintiff for the economic loss, loss of reputation, physical and psychological injury, humiliation, embarrassment, and mental and emotional distress caused by the conduct of the Defendant alleged herein;

d. Removal of any and all of Dr. Weaks' work and strategies developed for LSSC;

e. A public apology of LSSC's actions against Dr. Weaks;

f. Award Plaintiff reasonable attorneys' fees and costs incurred in this action; and

g. Order such other relief as this Court deems just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable herein.

Dated: January 31, 2023

By: /s/ Dionna Maria Lewis

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