

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

INFORMATION SHEET

Terrence Ona

Plaintiff(s)

vs

Case Number: 2024-CAB-003572

Date: June 6, 2024

The American Institute of Architects

Defendant(s)

☐ One of the defendants is being sued
in their official capacity.

Name: (Please Print) Adam Augustine Carter	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: The Employment Law Group	
Telephone No.: (202) 261-2803 DC Bar No.: 437381	

TYPE OF CASE: ☐ Non-Jury ☒ 6 Person Jury ☐ 12 Person Jury
Demand: \$ 2,000,000.00 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: N/A Judge: N/A Calendar #: N/A

Case No.: N/A Judge: N/A Calendar #: N/A

NATURE OF SUIT: (Check One Box Only)

CONTRACT

- ☐ Breach of Contract
- ☐ Breach of Warranty
- ☐ Condo/Homeowner Assn. Fees
- ☐ Contract Enforcement
- ☐ Negotiable Instrument

COLLECTION/INS. SUB

- ☐ Debt Collection
- ☐ Insurance Subrogation
- ☐ Motion/Application for Judgment by Confession
- ☐ Motion/Application Regarding Arbitration Award

EMPLOYMENT DISPUTE

- ☐ Breach of Contract
- ☐ Discrimination
- ☐ Wage Claim
- ☐ Whistle Blower
- ☒ Wrongful Termination

REAL PROPERTY

- ☐ Condo/Homeowner Assn. Foreclosure
- ☐ Declaratory Judgment
- ☐ Drug Related Nuisance Abatement
- ☐ Ejectment
- ☐ Eminent Domain
- ☐ Interpleader
- ☐ Other
- ☐ Quiet Title
- ☐ Specific Performance

☐ FRIENDLY SUIT

☐ HOUSING CODE REGULATIONS

☐ QUI TAM

☐ STRUCTURED SETTLEMENTS

ADMINISTRATIVE PROCEEDINGS

- ☐ Administrative Search Warrant
- ☐ App. for Entry of Jgt. Defaulted Compensation Benefits
- ☐ Enter Administrative Order as Judgment
- ☐ Libel of Information
- ☐ Master Meter
- ☐ Petition Other

- ☐ Release Mechanics Lien
- ☐ Request for Subpoena

MALPRACTICE

- ☐ Medical – Other
- ☐ Wrongful Death

☐ APPLICATION FOR INTERNATIONAL FOREIGN JUDGMENT

AGENCY APPEAL

- ☐ Dangerous Animal Determination
- ☐ DCPS Residency Appeal
- ☐ Merit Personnel Act (OEA)
- ☐ Merit Personnel Act (OHR)
- ☐ Other Agency Appeal

Information Sheet, Continued

CIVIL ASSET FORFEITURE

- ☐ Currency
- ☐ Other
- ☐ Real Property
- ☐ Vehicle

NAME CHANGE/VITAL RECORD AMENDMENT

- ☐ Birth Certificate Amendment
- ☐ Death Certificate Amendment
- ☐ Gender Amendment
- ☐ Name Change

TORT

- ☐ Abuse of Process
- ☐ Assault/Battery
- ☐ Conversion
- ☐ False Arrest/Malicious Prosecution
- ☐ Libel/Slander/Defamation
- ☐ Personal Injury
- ☐ Toxic Mass
- ☐ Wrongful Death (Non-Medical Malpractice)

GENERAL CIVIL

- ☐ Accounting
- ☐ Deceit (Misrepresentation)
- ☐ Fraud
- ☐ Invasion of Privacy
- ☐ Lead Paint
- ☐ Legal Malpractice
- ☐ Motion/Application Regarding Arbitration Award
- ☐ Other - General Civil

- ☐ Product Liability
- ☐ Request for Liquidation
- ☐ Writ of Replevin
- ☐ Wrongful Eviction

CIVIL I/COMPLEX CIVIL

- ☐ Asbestos
- ☐ Non-Residential
- ☐ Residential

MORTGAGE FORECLOSURE**STATUTORY CLAIM**

- ☐ Anti – SLAPP
- ☐ Consumer Protection Act
- ☐ Exploitation of Vulnerable Adult
- ☐ Freedom of Information Act (FOIA)
- ☐ Other

TAX SALE FORECLOSURE

- ☐ Tax Sale Annual
- ☐ Tax Sale Bid Off

VEHICLE

- ☐ Personal Injury
- ☐ Property Damage

☐ **TRAFFIC ADJUDICATION APPEAL**☐ **REQUEST FOR FOREIGN JUDGMENT**

Filer/Attorney's Signature



Date

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division**

TERRENCE ONA
658 East 10th Street
Charlotte, NC 28202,

Plaintiff,

v.

THE AMERICAN INSTITUTE OF
ARCHITECTS
1735 New York Avenue NW
Washington, DC 20006,

Serve:

Theresa M. Connolly, Esq.
Fisher & Phillips
8200 Greensboro Drive, Ste. 900
McLean, VA 22102

Defendant.

Case No. 2024-CAB-003572

JURY TRIAL DEMANDED

**CIVIL COMPLAINT FOR EQUITABLE AND MONETARY RELIEF
AND DEMAND FOR JURY TRIAL**

Plaintiff Terrence Ona (“Ona” or “Plaintiff”) files this civil complaint and jury demand for violations of the District of Columbia Human Rights Act, D.C. Code §§ 2-1401.01 *et seq.* (“DCHRA”), the District of Columbia common law of wrongful discharge in violation of District of Columbia policy as articulated in *Carl v. Children’s Hosp.*, 702 A.2d 159 (D.C. 1997), breach of the implied covenant of good faith and fair dealing, and defamation, all as against Defendant The American Institute of Architects (“AIA” or “Defendant”). The AIA unlawfully discriminated against Ona based on his gender, age, and race, and it unlawfully retaliated against

Ona based on his protected activity and in violation of public policy. Finally, the AIA defamed Ona and breached its implied obligation of good faith and fair dealing.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over Defendant because it conducts regular business in the District of Columbia, and it maintains regular and systematic contacts with the District of Columbia.

2. This Court has subject matter jurisdiction over the claims in the Complaint brought under the laws of the District of Columbia pursuant to the DCHRA and D.C. common law.

3. Venue is proper in this Court because it is the judicial district where the unlawful employment practices are alleged to have been committed.

PARTIES

4. Plaintiff Ona is a former employee of AIA and resides in North Carolina.

5. Defendant AIA is a New York corporation and has its principal place of business at 1735 New York Avenue NW, Washington, DC 20006.

FACTUAL ALLEGATIONS

6. Ona is an Asian male and is 53 years of age.

7. AIA hired Ona in or around February of 2007 as its associate general counsel.

8. In or around April of 2021 AIA promoted Ona to the role of its general counsel.

9. In or around the winter of 2021 AIA hired Lakisha Woods (“Woods”) as its chief executive officer, and she commenced this position in or around January 2022. Woods is an African American woman and is younger than Ona.

10. Defendant held an all-staff meeting on or around March 6-9, 2024, in Punta Cana in the Dominican Republic. Ona spoke with employees on Defendant's meetings and events team during the trip, and the employee advised Ona that Woods had personally planned the trip.

11. Defendant's human resources office previously planned and scheduled its prior all-staff meetings in Washington, DC. All other meetings and special events were planned by the meetings and events.

12. On or around March 11, 2024, Ona began researching the planning of the all-staff meeting, and he discovered that Woods had used her personal account to collect Marriott reward points for the entire event.

13. On or around March 25, 2024, Ona submitted a report to Heather Philip O'Neal, AIA's treasurer and the chair of its finance and audit committee. He also copied Kimberly Dowdell, AIA's president, Evelyn Lee, the president-elect, and Britt Lindberg, its secretary. Ona also sent a copy to Woods and Vicky Schneider, AIA's chief strategy officer.

14. Ona's report disclosed his findings that Woods had collected the Marriott reward points on her personal account, as well as the existence of Woods' outside company, which is a travel agency.

15. On or around March 26 or 27, 2024, Ona discovered a charge on one of Defendant's law firm's invoices for Woods receiving counseling on a personal matter. Ona advised Woods that she used Defendant's law firm for her personal matter.

16. On or around March 28, 2024, Ona advised Woods to claw back a privileged memorandum that she had sent to a third party. Ona explained the importance of the document and why it should have remained confidential, and he advised Woods to disclose this incident to the Defendant's officers.

17. On or around April 3, 2024, Ona attempted to attend a board meeting at which he was prepared to answer questions concerning his report about Woods. However, Woods directed Defendant's senior director of governance to block Ona from entering the virtual meeting.

18. On or about April 3, 2024, Kiersten Thornton, Defendant's head of human resources, sent Ona a text message advising that Defendant was investigating Ona for potential misconduct and was placing Ona on administrative leave.

19. Thornton subsequently advised Ona that the investigation was into allegations of discrimination; specifically, that he targeted African-American/black women in his review. At Defendant's request Ona sent his AIA issued laptop and mobile devices, as well as an external hard drive to Defendant to review as part of the investigation.

20. On or around April 24, 2024, Defendant terminated Ona's employment, and Woods subsequently made a statement during a meeting attended by staff and all board members that, "I have news to share - Terry Ona is no longer with AIA – I was shocked, dismayed, and disappointed that he had taken actions as general counsel that he shouldn't have professionally and personally."

21. Defendant's illegal actions against Ona have damaged Ona's reputation and have caused him to sustain economic damages and mental anguish. Ona will continue to sustain damages into the future.

COUNT I
D.C. Human Rights Act
D.C. Code § 2-1401 *et seq.*
Discrimination Based on Race

22. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.

23. Ona was an employee as defined in D.C. Code § 2-1401.02(9).

24. Defendant is an employer as defined in D.C. Code § 2-1409.02(10).
25. Defendant discriminated against Ona based on his race when it terminated his employment.
26. Ona had a record of excellent performance and exceeded or met expectations at all relevant times prior to Defendant's discrimination.
27. Ona has sustained damages as the result of Defendant's illegal discrimination in violation of the DCHRA, including, but not limited to, damage to his career, and emotional, and mental distress.
28. Ona is entitled to such legal or equitable relief as will effectuate the purposes of the statute, including but not limited to economic and compensatory damages, and reasonable costs and attorneys' fees.

COUNT II
D.C. Human Rights Act
D.C. Code § 2-1401 *et seq.*
Discrimination Based on Gender

29. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.
30. Ona was an employee as defined in D.C. Code § 2-1401.02(9).
31. Defendant is an employer as defined in D.C. Code § 2-1409.02(10).
32. Defendant discriminated against Ona based on gender when it terminated his employment.
33. Ona had a record of excellent performance and met or exceeded expectations at all relevant times prior to Defendant's discrimination.

34. Ona has sustained damages as the result of Defendant's illegal discrimination in violation of the DCHRA, including, but not limited to, damage to his career, and emotional, mental, and physical distress.

35. Ona is entitled to such legal or equitable relief as will effectuate the purposes of the statute, including but not limited to economic and compensatory damages, and reasonable costs and attorneys' fees.

COUNT III
D.C. Human Rights Act
D.C. Code § 2-1401 *et seq.*
Discrimination Based on Age

36. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.

37. Ona was an employee as defined in D.C. Code § 2-1401.02(9).

38. Defendant is an employer as defined in D.C. Code § 2-1409.02(10).

39. Defendant discriminated against Ona based on age when it terminated his employment.

40. Ona had a record of excellent performance and met or exceeded expectations at all relevant times prior to Defendant's discrimination.

41. Ona sustained damages as the result of Defendant's illegal discrimination, including, but not limited to, damage to his career, and emotional, mental, and physical distress.

42. Ona is entitled to such legal or equitable relief as will effectuate the purposes of the statute, including but not limited to economic and compensatory damages, and reasonable costs and attorneys' fees.

COUNT IV
D.C. Human Rights Act
D.C. Code § 2-1401 *et seq.*

Retaliation

43. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.

44. Ona was an employee as defined in D.C. Code § 2-1401.02(9).

45. Defendant is an employer as defined in D.C. Code § 2-1401.02(10).

46. Ona engaged in protected activity under the DCHRA when he participated in Defendant's investigation into alleged discrimination and supplied Defendant with his external hard drive at Defendant's request.

47. Defendant terminated Ona's employment a few weeks later.

48. Ona's protected activity was a factor in Defendant terminating Ona's employment.

49. Ona has sustained damages as the result of Defendant's illegal retaliation in violation of the DCHRA, including, but not limited to, damage to his career, and emotional, mental, and physical distress.

50. Ona is entitled to such legal or equitable relief as will effectuate the purposes of the statute, including but not limited to economic and compensatory damages, and reasonable costs and attorneys' fees.

COUNT V

Wrongful Termination

D.C. State Common Law

***Carl v. Children's Hosp.*, 702 A.2d 159 (D.C. 1997)**

51. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.

52. *Carl* provides an exception to the at-will employment doctrine if the employer has violated a public policy "firmly anchored either in the Constitution or in a statute or regulation

which clearly reflects the particular policy being relied upon.” *Coleman v. D.C.*, 828 F. Supp. 2d 87, 96 (D.D.C. 2011).

53. The D.C. Non-profit Corporation Act of 2010, D.C. Code §29-406.42 dictates the standards of conduct for officers, including that they should discharge their duties “in good faith” and “in a manner the officer reasonably believes to be in the best interests of the corporation.”

54. The D.C. Non-profit Corporation Act of 2010, D.C. Code §29-406.42 also states that the duty of an officer includes the duty to inform their “superior officer, or another appropriate person...or the board of directors...of any actual or probable material violation of law involving the corporation or material breach of duty to the corporation by an officer, employee, or agent of the corporation, that the officer believes has occurred or is likely to occur.”

55. The D.C. Bar Rules of Professional Conduct also dictate the protections a lawyer has to ensure the lawyer gives his or her clients, including Rule 1.6, which provides that a lawyer shall protect the confidential information of his client.

56. Defendant violated the District of Columbia’s public policy, outlined in the D.C. Non-profit Corporation Act of 2010, when Woods applied the Marriott travel points, which Defendant should have received, to her own personal account and charged Defendant for her personal use of the organization’s outside counsel.

57. Ona also acted to prevent a violation of the D.C. Bar Rules of Professional Conduct when he advised Woods to claw back the privileged document that she had inadvertently sent to a third party.

58. Defendant wrongfully discharged Ona because of his actions taken in prevention of violations of public policies outlined in the D.C. Non-profit Corporation Act of 2010 and in the D.C. Rules of Professional Conduct.

59. Accordingly, Ona is entitled to such legal or equitable relief as will effectuate the purposes of his *Carl* claim, including, but not limited to, reasonable attorneys' fees, compensatory damages, punitive damages, damages for humiliation and embarrassment, front and back pay, interest on all damages, equitable relief, consequential damages, any other relief that furthers the purpose of a Carl claim, and any other relief that this Court deems just and equitable.

COUNT V
Defamation

60. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.

61. Woods defamed Ona when she declared that "I have news to share - Terry Ona is no longer with AIA – I was shocked, dismayed, and disappointed that he had taken actions as general counsel that he shouldn't have professionally and personally."

62. It is not common practice at Defendant to announce terminations to the staff or board, let alone providing commentary on the reasons for termination.

63. This third-party publication announced to staff and board that Ona had engaged in wrongdoing, which is false.

64. This third-party publication harmed Ona's reputation with the staff and board, and Defendant cannot rely on any defense or privilege.

65. Ona has sustained damages as the result of Defendant's illegal defamation, including, but not limited to, damage to his career, and emotional, mental, and physical distress.

66. Ona is entitled to such relief that will compensate him for the harm done to his reputation.

COUNT VI
**Breach of the Implied Covenant
of Good Faith and Fair Dealing**

67. Plaintiff hereby incorporates all allegations set forth in the foregoing paragraphs as though fully alleged herein.

68. District of Columbia courts have recognized a claim for breach of the covenant of good faith and fair dealing in employment claims. *Paul v. Howard Univ.*, 754 A2d 297 (D.C. 2000).

69. Ona signed an offer letter from the Defendant that stated Ona would take on the role of general counsel.

70. Prior to signing the offer letter, Defendant had given Ona a job description, defining the role of general counsel, which stated, “[T]he GC analyzes problems and obstacles, proactively playing a key role in providing legal advice internally,” among other key duties of the role.

71. Ona performed the duties of his job as general counsel, including downloading and protecting work documents in the best interest of the Defendant and reviewing employee emails in an effort to analyze potential problems in order to provide sound legal advice to Defendant.

72. Defendant breached its implied obligation to act in good faith when the organization terminated Ona for doing his job duties.

73. As a result of Defendant’s unlawful actions, Plaintiff is entitled to such legal or equitable relief as will effectuate the purposes of his breach of the implied covenant of good faith

and fair dealing claim, including, but not limited to, reasonable attorneys' fees, compensatory damages, punitive damages, damages for humiliation and embarrassment, front and back pay, interest on all damages, equitable relief, consequential damages, any other relief that furthers the purpose of this claim, and any other relief that this Court deems just and equitable.

PRAYER FOR RELIEF

Plaintiff prays this Honorable Court for the following relief:

- A. Judgment against Defendant in an amount of damages to be determined at trial;
- B. Pre-judgment interest;
- C. Economic damages including front pay and back pay;
- D. Compensatory damages;
- E. Interest due on unpaid wages;
- F. Reasonable attorney's fee and the costs of this action;
- G. Reasonable expert witness fees; and
- H. Any other relief this Honorable Court deems just and proper to award.

JURY DEMAND

Plaintiff demands a jury for all issues proper to be so tried.

Respectfully submitted,

/s/ Adam Augustine Carter
R. Scott Oswald
Adam Augustine Carter
DC Bar No. 437381
The Employment Law Group, P.C.
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