

I. THE PARTIES

1. Plaintiff Trevor Dickens (hereinafter referred to as “Dickens”) is an individual who resides in Denton County Texas and was an employee of Loan Depot in two separate terms of employment from 2015-2017 and 2020-2021 at LoanDepot’s Texas office located at 5465 Legacy Drive, Suite 400, Plano, Texas 75024. The Plaintiff Dickens may be served through his counsel of record.
2. Defendant LoanDepot, Inc., (hereinafter referred to as “LoanDepot” or collectively with all named Defendants as “LoanDepot” and/or “Defendant LoanDepot”), is a Delaware corporation that has its principle corporate office located at 22642 Towne Center Drive, Foothill Ranch, California 92610 and conducts business in Texas at its office located at 5465 Legacy Drive, Suite 400, Plano, Texas 75024. The Defendant LoanDepot, Inc., may be served with service of process at its Registered Agent of Service located at 9 E Lockman Street, Suite 311, Dover, County of Kent, Delaware 19901.
3. Defendant LoanDepot.com, LLC, (hereinafter referred to as “LoanDepot.com” or collectively with all named Defendants as “LoanDepot” and/or “Defendant LoanDepot”), is a Delaware corporation that has its principle corporate office located at 22642 Towne Center Drive, Foothill Ranch, California 92610 and conducts business in Texas at its office located at

5465 Legacy Drive, Suite 400, Plano, Texas 75024. The Defendant LoanDepot.com, LLC may be served with service of process at its Registered Agent of Service located at 9 E Lockman Street, Suite 311, Dover, County of Kent, Delaware 19901.

4. Defendant LD Holdings Group (hereinafter referred to as “LD Holdings” or collectively with all named Defendants as “LoanDepot” and/or “Defendant LoanDepot”), is a Delaware corporation that has its principle corporate office located at 22642 Towne Center Drive, Foothill Ranch, California 92610 and conducts business in Texas at its office located at 5465 Legacy Drive, Suite 400, Plano, Texas 75024. The Defendant LD Holdings Group may be served with service of process at its Registered Agent of Service located at 9 E Lockman Street, Suite 311, Dover, County of Kent, Delaware 19901.
5. Defendant Anthony Hsieh ((hereinafter referred to as “Hsieh” or collectively with all named Defendants as “LoanDepot” and/or “Defendant LoanDepot”), is an individual and the Chief Executive Officer at LoanDepot. Mr. Hsieh resides in the county of Orange, state of California and at all times was acting as an executive with authority to act on behalf of all other LoanDepot Defendants identified in this Complaint. Mr. Hsieh may be served with service of process at his LoanDepot corporate office located at 22642 Towne Center Drive, Foothill Ranch, California 92610.

6. Plaintiff is informed and believes and thereupon alleges that Defendant Peter MacDonald ((hereinafter referred to as “MacDonald” or collectively with all named Defendants as “LoanDepot” and/or “Defendant LoanDepot”), is an individual and the Chief Legal Officer at LoanDepot who resides in the county of Orange, state of California and at all times was acting as an executive with authority to act on behalf of all LoanDepot Defendants identified in this Complaint. Mr. McDonald may be served with service of process at his LoanDepot corporate office located at 22642 Towne Center Drive, Foothill Ranch, California 92610.
7. Plaintiff is unaware of the true names and capacities of those Defendants sued herein as Defendants DOES 1through 10, and therefore, sue said Defendants by such fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each of the Defendants designated herein as a DOE, was and is legally, equitably, or in some other actionable manner, responsible for the events and happenings hereinafter referred to, and thereby negligently, carelessly, with deliberate indifference, or by reason of direct or imputed negligence or vicarious fault or breach of duty arising out of the matters herein alleged, legally and proximately caused the hereinafter alleged injuries and damages to the Plaintiff. Plaintiff will hereafter seek leave to amend this

Complaint to set forth the true names and identities of the unknown named DOE Defendants when they are ascertained.

8. There exists, and at all times herein mentioned there existed, a unity of interest and ownership between Defendants LDLLC, LDI and LD HOLDINGS, such that any individuality and separateness between the Corporate Defendants have ceased, and they are each an alter ego of the other, in that Defendant LDLLC and LD HOLDINGS are completely controlled, dominated, managed and operated Defendant LDI as the Defendants all share the same board members and corporate officers, as described in the LDI's Amended Form S-1 dated January 1, 2021 filed with the Securities and Exchange Commission as follows:

“loanDepot, Inc. was formed as a Delaware corporation on November 6, 2020. LD Holdings was formed as a Delaware limited liability company on October 16, 2015. Following the Reorganization Transactions and the Offering Transactions described below, loanDepot, Inc. will be a holding company and its sole material asset will be an interest in LD Holdings. LD Holdings will also be a holding company and have no material assets other than its equity interests in its direct subsidiaries consisting of a 99.99% ownership in LDLLC... loanDepot, Inc. will indirectly operate and control all of the business and affairs and consolidate the financial results of LD Holdings and its subsidiaries, including LDLLC.”

9. Plaintiff is informed and believes and thereupon alleges that, at all times mentioned herein, each of the Defendants sued herein was the agent, alter ego, servant, employee, successor-in-interest and/or joint venturer of each of the other defendant(s) and was, as such, acting within the time, place, purpose,

scope, and authority of said agency, service, employment, successor-in-interest and/or joint venture and that each and every defendant as aforesaid, when acting as a principal, was negligent in the selection, hiring, training and/or supervision of each and every other defendant as an agent, servant, employee, successor-in-interest and/or joint-venturer.

10. Plaintiff is informed, believes, and thereupon alleges that LDLLC, LDI, LD HOLDINGS, Mr. Hsieh, Mr. MacDonald, and each of the DOE Defendants (collectively hereinafter known as “Defendants”) are in some manner responsible for the events and happenings herein set forth and proximately caused injury and damages to the Plaintiff as herein alleged.

11. Each Defendant is the agent, servant and/or employee of the other Defendants, and each Defendant was acting within the course and scope of his, her or its authority as an agent, servant and/or employee of the other Defendants. Defendants and each of them, are individuals, corporations, partnerships, and other entities which engaged in, joined in, and conspired with the other wrongdoers in carrying out the tortious and unlawful activities described in this complaint, and Defendants, and each of them, ratified the acts of the other Defendants as described in this Complaint.

12. Each of the individual Defendants sued herein is sued both in their individual and personal capacity as well as in their official capacity.

II. JURISDICTION AND VENUE

13. This Court has Jurisdiction over the subject matter and parties pursuant to U.S.C. § 1331, as this case involves questions of federal law.
14. This Court also has jurisdiction pursuant to 28 U.S.C. § 1343 because the Plaintiff seeks damages for violation of his Civil Rights. Specifically, this Court has jurisdiction because this action is being brought by the Plaintiff to recover damages caused by discrimination in employment pursuant to Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e – 2000e-17 and the Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 to 12117.
15. This Court has supplemental jurisdiction over the related state law claims pursuant to 28 U.S.C. § 1367(a) because those claims form part of the same case or controversy under Article III of the United States Constitution. The Plaintiff's state law claims share all common operative facts with his federal law claims and the parties are identical. Resolving the Plaintiff's federal and state law claims in a single action serves the interests of judicial economy, convenience, and fairness to the parties.
16. Venue is proper in, and Defendants are subject to the personal jurisdiction of this Court because Defendants maintain facilities and business operations in

this District, and all or most of the events giving rise to this action occurred in this District. 28 U.S.C. § 1391 (b); 42 U.S.C. § 2000e-5(f)(3).

17. Pursuant to Local Rules of this District, assignment to the Sherman Division of this Court is proper because all or most of the events giving rise to the Plaintiff's claims occurred in Collin County, Texas.

18. At all times material herein, the Defendants is and have been a "person" and "employer" as defined under the ADA and Title VII and are accordingly subject to the provisions of each said act.

III. EXHAUSTION OF ADMINISTRATIVE REMEDIES

19. The Plaintiff a signed "Charge of Discrimination" number 450-2021-06403 with the Equal Employment Opportunity Commission (that was crossed filed with the Texas Workforce Commission) on October 6, 2021.

20. The Equal Employment Opportunity Commission issued a "Notice of Right to Sue" letter on November 16, 2021.

IV. FACTUAL ALLEGATIONS

A. Dickens' disabilities were known to LoanDepot, but it refused to accommodate him under the American Disabilities Act

21. Dickens is a 29-year-old gay man who suffers from debilitating and permanent back, spinal, and lumbar disabilities. After suffering a catastrophic injury to

his back in 2015, Dickens has had to endure eight (8) major surgeries to his lower back and spinal cord. Because of his injuries and resulting disabilities, Dickens has had a history of relying on a wheelchair to ambulate himself. Despite his reduced mobility and the pain caused by his permanent disabilities, Dickens has worked hard to overcome his disabilities and has endeavored to persevere and worked hard to achieve his dream of being a mortgage Loan Officer.

22. In early 2016, Dickens thought that his dreams of becoming a mortgage professional had miraculously come true when he was hired by LoanDepot's office in Plano, Texas. Unfortunately, Dickens would soon discover that due to LoanDepot's macho, unaccommodating and intolerant environment, he never stood a chance of achieving his dream of becoming a mortgage Loan Officer.

23. Because of his disabilities, Dickens is required to make frequent trips to the restroom relieve himself. Moreover, because of his disabilities, Dickens cannot sit in a chair for long periods of time without suffering intense pain.

24. During his pre-job hire interviews for employment, Dickens made his disabilities known to LoanDepot management. After he was hired, Dickens repeatedly made his need to frequently use the restroom and his inability to sit for long periods of time known to LoanDepot management.

B. LoanDepot only permitted Dickens to use the restroom for a total of 10-minutes per workday and refused to make accommodations for his disabilities and medical need to have frequent bowel movements

25. Dickens was hired to work in the LoanDepot Call Center. As part of his job duties, Dickens was expected to receive and make “cold calls” to potential LoanDepot customers and pass along promising “leads” to LoanDepot mortgage Loan Officers who would then seek to qualify the potential customer for a mortgage loan. LoanDepot’s corporate policy required all Call Center employees to sit stationary at their desks receiving and making “cold calls” for long periods of time.

26. LoanDepot Call Center employees were permitted to have 10-minutes per workday to use the restroom or otherwise be away from their assigned desk. If an employee was away from their desk for more than the permitted 10-minutes per workday, LoanDepot management subjected them to administrative discipline. The rule became derisively known amongst Loan Depot Call Center employees as the “10-minute per workday toilet break rule.”

27. LoanDepot management administered discipline to Call Center employees through a point system. Under the point system, Call Center employees received demerits in their LoanDepot human resource file if they left their desks for more than 10-minutes per workday.

28. The demerits administered by LoanDepot management would accumulate in the Call Center employee's human resource file. If LoanDepot management decided in their discretion that the Call Center employee had accumulated an excessive number of demerits in their human resource file, then the Call Center employee could be issued a written warning or, in some cases, be terminated.
29. LoanDepot management required that Call Center employees with medical conditions or disabilities that required them to be away from their desk for more than 10-minutes per workday submit a written note from a physician stating that the employee was medically required to be away from their desk for more than the permitted 10-minutes per workday.
30. LoanDepot's management informed Dickens that they had the discretion to reject or accept the physician's note and "choose to accommodate or not accommodate."
31. Dickens was informed by LoanDepot management that if they decided to reject the employee's physician's note, Dickens, and other Call Center employees – disabled or not – would be subject to administrative discipline under the LoanDepot point system and receive a demerit on their human resource file.
32. During the initial 4 months of his employment in the LoanDepot Call Center, Dickens did his best to comply with LoanDepot's 10-minute per workday toilet

break rule. However, in or about the 5th month of his employment in the LoanDepot Call Center, Dickens began to develop severe back, spinal, and lumbar pain along with increased bowel activity that required him to use the restroom beyond the 10-minute per workday that LoanDepot management permitted him to have.

33. Though Dickens made his best efforts to get expeditiously to and from the restroom, the fact that he was bound to his wheelchair made it virtually impossible for him to make it to and from the restroom and have a bowel movement in 10-minutes. That LoanDepot expected him to spread the use of those 10-minutes over the entire workday made it impossible for Dickens not to be in violation of the LoanDepot Call Center employment policies and especially its 10-minute per workday toilet break rule.

34. Because his disabilities made it impossible for him not to violate LoanDepot's 10-minute per workday toilet break rule, Dickens submitted several physician notes to LoanDepot management. Dickens' physician clearly stated in the notes that Dickens needed to be excused to use the restroom for more than 10-minutes per workday due to his disabilities. LoanDepot management responded to the physician notes by making the discretionary decision to reject the physician's request and refusing to accommodate Dickens' disabilities.

35. When the Dickens pleaded with LoanDepot management to allow him to have a reasonable time to use the restroom and have bowel movements throughout the day, as prescribed by his physician and required by his disabilities, LoanDepot' management responded not by refusing to make accommodations and telling him that "you need to be on the phone and not on the toilet."

36. Though LoanDepot management was informed and aware that Dickens' disabilities made it impossible for him to not violate LoanDepot's 10-minute per workday toilet break rule, LoanDepot management continued to administratively punish Dickens and impose demerit points on Dickens' human resource employment file at the LoanDepot Call Center.

C. The LoanDepot refused to accommodate Dickens' disabled person transportation difficulties

37. LoanDepot management was aware that Dickens was unable to drive himself to work and was forced to find suitable public transportation that would accommodate his wheelchair. As a result, Dickens required and requested additional time to report to work at LoanDepot's Plano, Texas location.

38. LoanDepot refused to accommodate Dickens' request for a grace period to report to work and instead administered demerit points on Dickens' human resource employment record at the LoanDepot Call Center.

D. The LoanDepot subjected the Dickens to humiliation and anti-homosexual slurs and discrimination

39. LoanDepot management required its Call Center employees to utilize what they termed a “rebuttal” technique to keep potential customers on the phone to gather information that may pre-qualify them for a LoanDepot mortgage and enable the Call Center employee to forward them to a LoanDepot mortgage Loan Officer.

40. As part of the “rebuttal” technique, LoanDepot management require its Call Center employees to tolerate the potential customers’ sometimes harassing and discriminatory racist, anti-gay, and anti-Semitic and personal insults.

41. Prior to his being hired and during his time as an employee, LoanDepot management had written notice that Dickens self-identified as gay. Since he was a teenager, Dickens has been openly gay, and his sexual orientation was well known amongst his fellow Call Center employees and LoanDepot management.

42. Dickens informed LoanDepot management multiple times that potential customers were berating him with anti-gay and homophobic slurs. In response, Dickens terminated the offensive potential customers’ calls. Rather than accommodating Dickens’ sexual orientation, LoanDepot management

admonished him for not practicing their “rebuttal” techniques and withstanding the highly offensive verbal abuse from the potential customers.

43. When Dickens continued to terminate potential customers’ calls whenever they verbally abused him with anti-gay and homophobic slurs, LoanDepot refused to accommodate Dickens’ sexual orientation and instead LoanDepot management and instead administered demerit points on Dickens’ human resource employment record at the LoanDepot Call Center.

E. The LoanDepot subjected Dickens to blatant discriminatory and disparate treatment due to his disabilities and sexual orientation

44. LoanDepot management’s disparate treatment of Dickens became apparent when in March 2017 when a LoanDepot manager gave Dickens and several other Call Center employees a disciplinary “write-up” for being late after an employee’s birthday lunch.

45. LoanDepot corporate policy permitted Call Center employees to be promoted to mortgage Loan Officer positions on the condition that they did not have any disciplinary write ups.

46. Though Dickens was in the group of Call Center employees who received disciplinary write ups that day by the LoanDepot manager, several of the other Call Center employees written up that day were nevertheless promoted to mortgage Loan Officer positions while Dickens was not. Dickens is informed,

and therefore believes, that he was not promoted to a LoanDepot mortgage Loan Officer position because of his physical disabilities and sexual orientation and not the disciplinary write up.

F. LoanDepot's refusal to accommodate Dickens' disabilities, continuing subjection of him to anti-gay hostility and disparate treatment created a hostile work environment that forced him to resign

47. By late 2017, LoanDepot management's continuing refusal to accommodate Dickens' disabilities, alleviate hostile treatment due to his sexual orientation and disparate treatment when considering Call Center employees for promotion to mortgage Loan Officer positions, created an intense and hostile work environment that made it impossible for Dickens to continue working in the LoanDepot Call Center.

48. After being forced out of LoanDepot and having his dreams of becoming a LoanDepot mortgage Loan Officer crushed, Dickens fell into depression and self-medicated with alcohol. Furthermore, due to the several months of being forced to sit stationary for long periods of time, the pain from Dickens' back, spinal, and lumbar disabilities intensified.

49. In 2018, Dickens had thoracic fusion surgery on his spine and was able to achieve sobriety in the fall of 2018.

G. Newly free of his wheelchair and sober, the Dickens decides to give the LoanDepot a second chance

50. Newly sober and able to finally ambulate without the need of a wheelchair, in the summer of 2020, Dickens decided to contact LoanDepot management with the intention of overcoming his prior negative experiences at the company and to breathing new life into his dream of becoming a LoanDepot mortgage Loan Officer.

51. Dickens informed the LoanDepot's human resource manager that he was free of his wheelchair and would very much appreciate another opportunity to work for the LoanDepot Call Center with the intention of being promoted to a mortgage Loan Officer position.

52. In April 2020, the LoanDepot management agreed to re-hire Dickens and Dickens was optimistic that his second attempt to achieve his dreams of being a LoanDepot mortgage Loan Officer would finally come true.

53. Unfortunately, shortly after Dickens was rehired, the COVID-19 pandemic swept across the United States and like many companies, LoanDepot re-assigned Dickens and other employees to work remotely from home.

H. With the change to remote work, the LoanDepot' 10-minute per workday toilet break rule was restricted to 5-minutes

54. With the remote work assignment, the 10-minute per workday toilet break rule that had caused so much trouble in Dickens' first employment period with

LoanDepot, had been shortened to a much more restrictive 5-minute per workday toilet break rule.

55. In May 2020, Dickens discovered the new additionally restrictive restroom break rule when he was away from his desk for 7-minutes and was admonished by a LoanDepot management for being in violation of the newly more restrictive -minute per workday toilet break rule.

56. To accommodate the new 5-minute per workday toilet break rule and keep his dreams of being a LoanDepot mortgage Loan Officer alive, Dickens resorted to wearing adult diapers and having bowel movements at his desk while he made and received calls to potential LoanDepot customers.

I. LoanDepot resisted Dickens' need to have back surgery and post-surgery physical therapy

57. By November 2020, the long periods of sitting stationary at his desk took its toll and exasperated Dickens' back, spinal, and lumbar disabilities which caused Dickens to have suffer excruciating pain.

58. In January 2021, the pain in Dickens' back, spinal and lumber became severely debilitating. LoanDepot management denied several of Dickens' requests and pleas to be granted an excused day off from work to be examined by a surgeon. However, LoanDepot management finally relented after

Dickens' surgeon made a direct plea for mercy. Finally excused from work, Dickens was rushed into emergency back surgery.

59. As Dickens recovered from back surgery, LoanDepot management refused to give Dickens paid leave under the Family Medical Leave Act and then, after Dickens agreed to return to work, LoanDepot management refused to accommodate Dickens' requests to be excused from work to undergo the physical therapy prescribed by his neurosurgeon.

60. Nevertheless, to keep his dream of becoming a LoanDepot mortgage Loan Officer alive, Dickens returned to his desk and resumed making and receiving calls to potential LoanDepot customers. When the pain from Dickens' back, spinal, and lumbar disabilities became unbearable, Dickens requested that the LoanDepot management permit him to take additional breaks to lay down or use the restroom for a needed bowel movement. LoanDepot management's response to Dickens' requests and pleas were to tell him to "push through the pain."

61. Though Dickens did his best to "push through" the debilitating pain and constant need to use the restroom to relieve himself, Dickens' back, spinal, and lumbar disabilities forced him to take needed breaks in violation of LoanDepot's 5-minute per workday toilet break rule. Rather than accommodate Dickens' disabilities and the time that he needed to use the toilet,

LoanDepot management administered demerit points on Dickens' human resource employment record at the LoanDepot Call Center.

J. LoanDepot retaliated against Dickens when he spoke out against its executives' demonstration of greed and used the demerit points that it had unjustifiably administered to Dickens' human resource record as a pre-text to terminate him

62. In July 2021, Dickens virtually attended a national LoanDepot sales rally wherein a LoanDepot corporate sales executive ripped up a \$100 bill in a frenzied attempt to inspire LoanDepot's employees to do whatever it takes to make more money for the company. Given the harsh and stringent work conditions that Dickens and his fellow Call Center employees had to endure to earn the same \$100 bill that the LoanDepot corporate sales executive was cavalierly ripping up, Dickens was offended.

63. Dickens brought his displeasure up on a Call Center virtual meeting with LoanDepot management. In a casual exchange with other LoanDepot employees, Dickens used the slang term "LMAO" and then immediately apologized. However, the LoanDepot manager in attendance "red flagged" Dickens' comment and administered a demerit on Dickens' human resource employment record at the LoanDepot Call Center.

64. In a subsequent Call Center virtual meeting, another LoanDepot employee used the slang term "LMAO" in a casual exchange. However, the same

LoanDepot manager who had “red flagged” and administered punishment to Dickens, did nothing. When Dickens asked the same employee if she had been subject to administrative punishment, the employee said that she had not.

65. In August 2021, Dickens was asked to attend a virtual meeting with a LoanDepot manager and a LoanDepot human resource director. In the virtual meeting, the LoanDepot manager and human resource director admonished Dickens for the events surrounding the aforementioned virtual meeting and having excessive demerits under the LoanDepot point system – demerits that Dickens had unjustifiably accumulated because of LoanDepot’s failure to accommodate his disabilities.

66. The meeting and the events that followed, made it clear that LoanDepot management was retaliating against Dickens due to his disabilities, sexual orientation and for voicing his displeasure at the LoanDepot corporate sales executive’s offensive demonstration of greed.

67. Unable to continue working in the macho, hostile, discriminatory and unaccommodating LoanDepot corporate work environment, Dickens’ dreams to become a LoanDepot mortgage Loan Officer were once again crushed, and he was left with no option other than to resign.

V. CAUSES OF ACTION

COUNT I: VIOLATION OF THE AMERICANS WITH DISABILITIES ACT – DISCRIMINATION AND FAILURE TO ACCOMMODATE

68. Plaintiff Dickens restates and incorporates by reference the foregoing paragraphs of this complaint, as if set forth in full herein.

69. The actions of the Defendant LoanDepot, through its management, agents, servants, and employees, in discriminating against Plaintiff Dickens on the basis of his actual disabilities and/or record of impairment, and failing to provide reasonable accommodation for his disability, constituted violations of the Americans with Disabilities Act of 1990, as codified, 42 U.S.C. §§ 12112 to 12117 (hereinafter referred to as the “American with Disabilities Act”).

70. As a direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant LoanDepot in violation of the Americans with Disabilities Act, Plaintiff Dickens sustained permanent and irreparable harm, resulting in his termination from employment, which caused him to sustain a loss of earnings, plus the value of certain benefits, plus loss of future earning power, plus back pay, and front pay and interest due thereon.

71. As a further direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant LoanDepot in violation of the Americans with Disabilities Act, Plaintiff Dickens suffered severe emotional distress, embarrassment, humiliation, and loss of self- esteem.

72. Plaintiff Dickens has and continue to be damaged by Defendant LoanDepot's conduct and seeks its actual damages, exemplary damages, pre and post judgement interest, costs, and Attorneys' fees.

**COUNT II: VIOLATION OF THE AMERICANS WITH
DISABILITIES ACT – RETALIATION**

73. Plaintiff Dickens restates and incorporates by reference the foregoing paragraphs of this complaint, as if set forth in full herein.

74. The actions of the Defendant Loan Depot, through its management, agents, servants, and employees, in retaliating against Plaintiff Dickens for requesting a reasonable accommodation, and for opposing unlawful disability discrimination in the workplace, constituted a violation of the Americans with Disabilities Act.

75. As a direct result of the aforesaid unlawful retaliatory employment practices engaged in by the Defendant LoanDepot in violation of the Americans with Disabilities Act, Plaintiff Dickens sustained permanent and irreparable harm resulting in the termination of his employment, which caused him to sustain a loss of earnings, plus the value of certain benefits, plus loss of future earning power, plus back pay, front pay, and interest due thereon.

76. As a further direct result of the aforesaid unlawful retaliatory employment practices engaged in by the Defendant LoanDepot in violation of the

Americans with Disabilities Act, Plaintiff Dickens suffered severe emotional distress, embarrassment, humiliation, and loss of self-esteem.

77. Plaintiff Dickens has and continue to be damaged by Defendant LoanDepot's conduct and seeks its actual damages, exemplary damages, pre and post judgement interest, costs, and Attorneys' fees.

COUNT III: VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT – SEX DISCRIMINATION AND HOSTILE WORK ENVIRONMENT

78. Plaintiff Dickens restates and incorporates by reference the foregoing paragraphs of this complaint, as if set forth in full herein.

79. The Defendant LoanDepot subjected Plaintiff Dickens to a hostile working environment and sex discrimination based on his sexual orientation, as detailed above.

80. The Plaintiff Dickens was forced by Defendant LoanDepot to endure a hostile work environment that was severe and pervasive based on the nature of the harassment, including egregious statements made by numerous LoanDepot employees and customers expressing animus towards Plaintiff Dickens' sexual orientation.

81. Plaintiff Dickens considered the aforementioned conduct to be harassing and discriminatory, and reported said conduct, both verbally and in writing, to numerous management level employees of Defendant LoanDepot.

82. Despite being repeatedly informed and having knowledge that Plaintiff

Dickens was being harassed and discriminated against because of his sexual orientation, Defendant LoanDepot did nothing to address the hostile work environment and failed to conduct an investigation or otherwise cause the discriminatory conduct to cease.

83. Rather than cause the discriminatory conduct to cease or otherwise accommodate Plaintiff Dickens, Defendant LoanDepot forced Plaintiff Dickens to continue to endure anti-homosexual slurs from its customers.

84. Accordingly, Defendant LoanDepot's discriminatory acts have deprived Plaintiff Dickens of equal employment opportunities because of his sexual orientation in violation of Title VII.

85. As a direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant LoanDepot in violation of Title VII, Plaintiff Dickens sustained permanent and irreparable harm, resulting in the loss of his employment, which caused him to sustain a loss of earnings, plus the value of certain benefits, plus loss of future earning power, plus back pay, and front pay and interest due thereon.

86. As a further direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant LoanDepot in violation of Title VII, Plaintiff Dickens suffered severe emotional distress, embarrassment, humiliation, and loss of self-esteem.

87. Plaintiff Dickens has and continue to be damaged by Defendant LoanDepot's conduct and seeks its actual damages, exemplary damages, pre and post judgement interest, costs, and Attorneys' fees.

**COUNT IV: VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT
– RETALIATION**

88. Plaintiff Dickens restates and incorporates by reference the foregoing paragraphs of this complaint, as if set forth in full herein.

89. The actions of Defendant LoanDepot, through its agents, servants, and employees, in subjecting Plaintiff Dickens to retaliation for opposing unlawful discrimination in the workplace, constituted a violation of Title VII.

90. Defendant LoanDepot terminated Plaintiff Dickens employment in retaliation for registering numerous complaints of discrimination in the workplace.

91. The reason articulated for Plaintiff Dickens' termination is pretextual, and his employment was terminated in retaliation for opposing unlawful discrimination in the workplace.

92. As a direct result of the aforesaid unlawful retaliatory practices engaged in by the Defendant LoanDepot in violation of Title VII, Plaintiff Dickens sustained permanent and irreparable harm, resulting in the loss of his employment, which caused him to sustain a loss of earnings, plus the value of certain benefits, plus

loss of future earning power, plus back pay, and front pay and interest due thereon.

93. As a further direct result of the aforesaid unlawful retaliatory employment practices engaged in by the Defendant LoanDepot in violation of Title VII, Plaintiff Dickens suffered severe emotional distress, embarrassment, humiliation, and loss of self-esteem.

94. Plaintiff Dickens has and continue to be damaged by Defendant LoanDepot's conduct and seeks its actual damages, exemplary damages, pre and post judgement interest, costs, and Attorneys' fees.

V. PRAYER

WHEREFORE, Plaintiff respectfully requests that this Court enter Judgment in favor of Plaintiff and against the LoanDepot Defendants and award the following relief:

1. Declaratory relief, including but not limited to a declaration that the Defendant LoanDepot discriminates against individuals with disabilities in violation of the Americans with Disabilities Act without an individualized assessment of whether they can perform the essential functions of the job (with or without a reasonable accommodation);

2. Declaratory relief, including but not limited to a declaration that the Defendant LoanDepot discriminates against individuals based on their sexual orientation in violation of the Civil Rights Act Title VII;
3. Appropriate injunctive relief, including but not limited to reinstatement of Plaintiff Dickens' position with Defendant LoanDepot and an order restraining Defendant LoanDepot from engaging in further discriminatory conduct of the types alleged in this Complaint;
4. Back pay in an amount to be determined at trial;
5. In the event reinstatement is not granted, front pay;
6. Compensatory and consequential damages, including for emotional distress against Defendant LoanDepot;
7. Punitive damages against Defendant LoanDepot;
8. Pre-judgment and post-judgment interest at the highest lawful rate;
9. Attorneys' fees and costs in prosecuting this action; and
10. Any such further relief as the Court deems appropriate.

VI. CERTIFICATION

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information and belief that this Complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

Respectfully submitted,

Robinius, Espinosa & Wietzel, LLC

By:  _____

Texas State Bar No. 24025865

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ATTORNEY FOR PLAINTIFF

TREVOR DICKENS

CERTIFICATE OF SERVICE

I do hereby certify that on November 18, 2021, a true and correct copy of the foregoing Original Complaint has been served on all parties of record via the CM/ECF system and a Summons has been requested from the Clerk which will be served on all parties.

A handwritten signature in black ink, appearing to read 'Mark Robinius', is written above a horizontal line.

Mark Robinius