

# [Anucha abusive behavior. also displaying a harassing](https://assignbuster.com/anucha-abusive-behavior-also-displaying-a-harassing/)

Anucha Browne Sanders, a former high-levelmarketing executive for the New York Knicks basketball team’s owner, MadisonSquare Garden, L.

P. sued the Knick’s Coach Isiah Thomas, MSG and CEO JamesDolan for sexual harassment, retaliatory termination from her job, and relatedclaims. Browne Sanders maintained that Isiah Thomas’ carefully cultivatedpublic persona, he is capable of abhorrent hostile and abusive behavior. Also displayinga harassing and unwelcome conduct with numerous sexual advances. Sandersalleged that at one point, Thomas disclosed that his basketball strategy’included getting opposing teams drunk at strip clubs. On October 2, 2007, afederal jury rendered a verdict in favor of Sanders, but the judge declared amistrial on whether Thomas should pay her damages. The jury will continuedeliberating what punitive and compensatory damages other defendants may haveto pay her.

This casestudy report will display and identify the facts, issues, holdings, andreasoning of Browne Sanders claim.                     FactsInthis 2005 employment discrimination action, plaintiff Anucha Browne Sanders charges defendants Madison Square Garden, L. P. Isiah Lord Thomas III, and James L. Dolan subjected her to discriminationon the basis of sexual harassment, sex, and retaliation in violation of TitleVII of the Civil Rights Act of 1964. Plaintiff moves for summary judgment onher retaliation claim, arguing that defendants have failed to show a genuine issueof material fact as to the claim. Defendant Thomas moves for summary judgmenton that same claim insofar as it is asserted against him. Defendants MSG andDolan move for summary judgment on plaintiff’s claims for pecuniary damage, arguing that her claims should be limited based on the discovery ofafter-acquired evidence.

Finally, all defendants move for immediate judgment onplaintiff’s claim for reputation damages. The motions will be denied. Theparties sought out summary judgment on certain of plaintiff’s claims that is, because they ask the Court to find that certain of plaintiff’s claims are soincontestable that judgment should be awarded to them without them having topresent their case to a jury for purposes of this motion the evidence on alldisputed points must be viewed in the light most favorable to the party thatopposes summary judgment (Champion, 2017). On summary judgment, it is not thefunction of the Court to make factual findings or resolve disputed issues offact. Rather, the Court’s responsibility is to decide whether there are triableissues of fact that require resolution by a jury at trial.

Consequently, nothing in this recitation should be taken as a factual finding, or asindicating any opinion on the part of the Court with respect to the merits ofplaintiff’s claims. In sketching the factual background for this motion, theCourt merely indicates what the evidence would permit a jury to find, identifyingsignificant disputes in the evidence. Browne Sanders beganher employment with MSG in November 2000 as a Vice-President of Marketing forthe New York Knickerbockers, a National Basketball Association franchise ownedby MSG. As Vice-President of Marketing, Browne Sanders’s primary responsibilitywas to market the Knicks’ team brand. Browne Sanders wasalso responsible for various facets of the Knicks’ media and communicationsprograms, game presentation, and event management.  Browne Sanders washired by Stephen Mills, who was then MSG’s Executive Vice-President forFranchise Operations. Mills was primarily responsible for evaluating Browne Sanders and recommending her for promotions andsalary adjustments.

As a Knicks executive, Browne Sanders hadaccess to confidential financial and business proprietary material of MSG. Whenshe was hired, Browne Sanders signeda copy of MSG’s Confidentiality, Code of Business Conduct and ProprietaryProperty Agreement, which provided that during Sanders employment, may notengage in activities or have personal or financial interests that may impair, or appear to impair, Sanders independence or judgment or otherwise conflictwith her responsibilities to MSG. Browne Sanders alsosigned MSG’s Employee Code of Conduct, which stated that public trust andconfidence are the greatest assets held by MSG.       In March 2002, Browne Sanders was promoted to Senior Vice-President, Marketing Business Operations.

Her responsibilities expanded to include, amongother things, oversight of the marketing and business operations budget. BrowneSanders remained in that position until hertermination in January 2006. Her total compensation for just over five years ofemployment with the Knicks exceeded $1, 100, 000. In her new role, plaintiffcontinued to report to Mills, who had by then been promoted to President, MSGSports Team Operations (Champion, 2017). Thomas was hired as President of Basketball Operations for the Knicks inDecember 2003. In that position, Thomas oversaw the coaches, players, and otherKnicks personnel at the MSG Training Center located in Tarrytown, New York. Inaddition, Thomas had an office at MSG’s headquarters in Manhattan where Browne Sanders worked.

Although Thomas did not supervise Browne Sanders, Browne Sanders wasresponsible for keeping Thomas informed about business developments related tothe team that Browne Sanders had a dottedline relationship with him. Until 2004, Browne Sandersreceived positive performance reviews and numerous bonuses. Browne Sanders also had a good working relationshipwith Kevin Layden, the Knicks’ President and General Manager until histermination in December 2003. However.

beginning in 2004, Browne Sanders began experiencing difficulties at work. In March 2004, Browne Sanders metwith Mills and Thomas to discuss a conflict between Thomas and Browne Sanders over their respective jobresponsibilities. Browne Sanders alsobegan encountering conflict with other colleagues, including Frank Murphy, then-Senior Vice-President of Basketball Operations.        IssuesSuch a jury also could conclude that therelationship between Browne Sanders andThomas became increasingly strained during 2005.

Browne Sanders accuses Thomas of engaging in unwantedsexual advances; Thomas denies some of the alleged incidents and challengesBrowne Sanders’s interpretation of others. For purposes of this motion, thedetails of the disputed incidents need not be rehearsed. The flavor of theallegations is sufficiently conveyed by two alleged episodes. In May 2005, Browne Sanders told Peter Olsen, an MSG consultant andan advisor to Thomas, that Thomas had said that he loved her and requested thatshe “ go off site” with him. Thomas disputes this charge. Thomasacknowledges, however, that in December 2005, at a Knicks game, he attempted tokiss Browne Sanders on thecheek; when Browne Sanders pulledaway, Thomas replied, “ no love today?” (2009).

During 2005 as well, Browne Sanders raised questions about alleged sexualharassment of other female employees by Knicks personnel. In June 2005, Browne Sanders informed her supervisee Dan Gladstonethat one of Gladstone’s subordinates, Hassan Gonsalves, had been accused ofmaking harassing and derogatory comments towards female Knicks employees andabout Browne Sanders. WhenGladstone questioned Stephon Marbury, a Knicks player and Gonsalves’s cousin, about Browne Sanders’s allegations, Marbury bluntly expressed his hostility toBrowne Sanders.

When Browne Sandersinformed John Moran, MSG’s Vice-President of Employee Relations, aboutGonsalves’s and Marbury’s behavior, Gonsalves was terminated, but Marbury wasnot questioned about Browne Sanders’s allegations. Towards the end of 2005, Browne Sanders began investigating and documenting theallegedly inappropriate conduct of Thomas and Marbury. In November 2005, BrowneSanders spoke to Karen Buchholz, a KnicksVice-President who reported to Browne Sanders, aboutBuchholz’s interactions with Thomas and Marbury, and requested that Buchholzsend her an e-mail documenting those interactions (2009). Around the same time, Browne Sanders asked Gladstone to document his accountof his conversations with Marbury. In December 2005, Browne Sanders asked another Knicks employee, GaryWinkler, to send her an e-mail documenting his conversations with Petra Pope, the head of the Knicks’ dance team, concerning allegations that were denied byThomas that he had made inappropriate comments to Pope in 2004 (2009). Browne Sanders also asked other members of her staff todocument incidents of sexual harassment they witnessed at work. Matters came toa head in December 2005 and January 2006.

On December 2 and 4, Browne Sanders, accompanied by Buchholz, met with anattorney to discuss Browne Sanders’s sexual harassment complaint. On December22, counsel for Browne Sanders metwith counsel for MSG. At that meeting, Browne Sanders’s counsel informed MSG ofBrowne Sanders’s sexual harassment complaint. The attorneys agreed to” attempt to expedite a negotiated, good faith resolution of Ms. Browne Sanders’ claims.                              HoldingsOn January 24, 2006, Browne Sanders filed the complaint that initiated thepresent action, alleging that she was discriminated against on the basis of hersex and terminated in retaliation for her sexual harassment complaint inviolation of federal, state, and city law. That same day, defense counselissued press statements on behalf of their clients.

MSG’s and Dolan’s counselstated that Browne Sanders’s claim was baseless, and that Browne Sanders was terminated due to her deficient workperformance. Thomas’s counsel stated that Browne Sanders’s claims were an obviousattempt to get a large sum of money from MSG by taking advantage of Thomas’s celebritystatus (2009). Browne Sandersresponded in a statement denying defendants’ accusations, which she read at apress conference on January 25, 2006. That same day, Thomas held a pressconference in which he again denied Browne Sanders’s claims and asserted thatBrowne Sanders was trying to use him as a pawn for her financialgain. Thomas held another press conference in which he again denied BrowneSanders’s claims. During the discovery, MSG sought andobtained copies of Browne Sanders’s federal, New York, and New Jersey tax returnsfor 2000-2005 (2009). The 2001-2004 returns originally produced to MSG includedSchedule C deductions for the expenses of a direct marketing business, totalingapproximately $73, 000.

However, Browne Sandersshortly thereafter produced amended federal and state tax returns for 2003 and2004. The 2003 and 2004 tax returns had been amended the day after BrowneSanders’s initial production to remove the Schedule C deductions. The amendmentresulted in the elimination of approximately $20, 000 of business deductions for2003 and 2004. Browne Sandersasserts that she did not amend her 2001 and 2002 tax returns on the advice ofher current accountant, who informed her that there is a three-year ruling oflimitations for amending tax returns (2009).

Since her termination, Browne Sanders claims that she has applied for jobswith “ many potential employers” in a wide variety of businesses. Atthe time the motions were filed, Browne Sanders wasworking as an independent contractor for a non-profit organization. Sanders’annual compensation was less than half of what she earned at MSG. According toBrowne Sanders, since her termination, she has beenrepeatedly questioned about the circumstances of her dismissal from MSG byprospective employers and recruiters, some of whom have referred to herdismissal from MSG as a reason for her rejection from employment. As a resultof her alleged injury, Browne Sanders seeksto recover approximately $600, 000 in back pay, $9, 762, 000 in front pay andreputation damages through age 65, an unspecified amount for lost pensionpayments and stock options, and reinstatement (2009).             ReasoningPlaintiff alleges that defendants involvedin unlawful conduct by discriminating against her on the basis of her sex, subjecting her to sexual harassment, and retaliating against her for her sexualharassment charge. None of the parties move for judgment as a matter of law onplaintiff’s sex discrimination or sexual harassment claims.

Thus, the merits ofthose claims will be determined by a jury at trial, and the Court will notdiscuss their merits except to the extent that a discussion of the underlyingclaims is necessary to determination of the pending motions. However, bothplaintiff and defendants argue that they are entitled to judgment as a matterof law on certain of plaintiff’s other claims. The plaintiff argues that she isentitled to judgment on the retaliation claim, while defendant Thomas arguesthat he is entitled to judgment on that same claim insofar as it is assertedagainst him. In addition, all three defendants allege that certain ofplaintiff’s claims for damages are barred as a matter of law (White, 2010). Thus, the pending motions require the Court to consider the evidence bearing onplaintiff’s retaliation and damages claims.

However, as stated above, suchconsideration of the merits does not constitute fact-finding by the Court. Instead, the following discussion only identifies significant factual disputeswhich preclude the granting of judgment as a matter of law. The Court’sresponsibility at this juncture is only to identify the factual disputescontained in the record; it will be the jury’s responsibility to resolve thosedisputes at trial. The Court’s responsibility is to determine if there is agenuine issue to be tried, and not to resolve disputed issues of fact. TheCourt must draw all reasonable inferences and resolve all ambiguities in the nonmovingparty’s favor, and construe the facts in the light most favorable to thenonmoving party (White, 2010).

If, however the evidence is merely colorable, or is not significantlyprobative, summary judgment may be granted. The party seeking summary judgmentbears the burden of showing that no genuine factual dispute exists. Once themoving party has made a showing that there are no genuine issues of materialfact, the burden shifts to the nonmoving party to raise triable issues of fact. A genuine issue for trial exists if, based on the record as a whole, areasonable jury could find in favor of the nonmoving party. If there is anyevidence in the record from which a reasonable inference could be drawn infavor of the opposing party, summary judgment is improper.                               Question 2-17. Do you think Ms. Browne Sanders hadthe basis for a sexual harassment suit? Why or why not? Inthe case of Anucha Browne Sanders v.

Madison Square Garden, the plaintiffBrowne Sanders had a strong case for a sexual harassment suit because of the givenunwanted attention. It was gender-based, when complained to HR, Sanders wasfired within a month.  The EEOCguidelines were not taken into consideration. MSG could have solved the problemin-house instead of firing Ms. Browne. There was not a thorough investigation conducted, an investigation with proper documentation of the findings going againstSanders’ claim. If the case could not identify nothing about a sexualharassment policy, even if they had one, they should have abided by theirpolicy and/or improved/created one.

Furthermore, before terminating an employeefor poor performance, MSG should have recorded any warnings that were given tothe plaintiff. There should be a system put in place that requires alldocumentation for terminating employees. Lastly, actions that are needed to be takenagainst Isiah Thomas and the MSG should present a press conference about theways MSG and Knicks are improving the company to ensure this will not happenagain.

Ultimately, it would have suited Sanders’ better for her case if therehad been better witnesses as well.  2-18. From what you know of this case, doyou think the jury arrived at the correct decision? If not, why not? If so, why?  Thejury did arrive at the appropriate decision given the facts that were presentedin this case.  The Garden had a responsibility to demonstrate concretereasons for their termination decision.  It does not appear that anyspecific reasons were shared with the jury.  2-19. Based on the few facts that you have, what steps if any could Garden management have taken to protect themselves fromliability in this matter? MSGmanagement should have provided documentation on the details on where, when, andhow Sanders was negligent in her job functions.

The MSG manage to create a weakand general statement of “ her performance had been subpar” was not convincingenough for the court to be in the defendant’s favor. Furthermore, the MSG couldhave done more research on Sander’s past and gather poor character or even witnessesin their favor that could testify negatively against her.   2-20. Aside from the appeal, what would youdo now if you were the Gardens top management? When the time came when the jury needed tohave a judgement, they were unable to arrive to appropriate decision with the evidencethat was presented to the court.

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