

Anucha abusive
behavior. also
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harassing



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Anucha Browne Sanders, a former high-level marketing executive for the New York Knicks basketball team's owner, Madison Square Garden, L.

P. sued the Knicks' Coach Isiah Thomas, MSG and CEO James Dolan for sexual harassment, retaliatory termination from her job, and related claims. Browne Sanders maintained that Isiah Thomas' carefully cultivated public persona, he is capable of abhorrent hostile and abusive behavior. Also displaying a harassing and unwelcome conduct with numerous sexual advances. Sanders alleged that at one point, Thomas disclosed that his basketball strategy included getting opposing teams drunk at strip clubs. On October 2, 2007, a federal jury rendered a verdict in favor of Sanders, but the judge declared a mistrial on whether Thomas should pay her damages. The jury will continue deliberating what punitive and compensatory damages other defendants may have to pay her.

This case study report will display and identify the facts, issues, holdings, and reasoning of Browne Sanders claim.

Facts In this 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 discrimination on the basis of sexual harassment, sex, and retaliation in violation of Title VII of the Civil Rights Act of 1964. Plaintiff moves for summary judgment on her retaliation claim, arguing that defendants have failed to show a genuine issue of material fact as to the claim. Defendant Thomas moves for summary judgment on that same claim insofar as it is asserted against him. Defendants MSG and Dolan move for summary judgment on plaintiff's claims for pecuniary damage, arguing that

her claims should be limited based on the discovery of after-acquired evidence.

Finally, all defendants move for immediate judgment on plaintiff's claim for reputation damages. The motions will be denied. The parties 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 so incontestable that judgment should be awarded to them without them having to present their case to a jury for purposes of this motion the evidence on all disputed points must be viewed in the light most favorable to the party that opposes summary judgment (Champion, 2017). On summary judgment, it is not the function of the Court to make factual findings or resolve disputed issues of fact. Rather, the Court's responsibility is to decide whether there are triable issues of fact that require resolution by a jury at trial.

Consequently, nothing in this recitation should be taken as a factual finding, or as indicating any opinion on the part of the Court with respect to the merits of plaintiff's claims. In sketching the factual background for this motion, the Court merely indicates what the evidence would permit a jury to find, identifying significant disputes in the evidence. Browne Sanders began her employment with MSG in November 2000 as a Vice-President of Marketing for the New York Knickerbockers, a National Basketball Association franchise owned by MSG. As Vice-President of Marketing, Browne Sanders's primary responsibility was to market the Knicks' team brand. Browne Sanders was also responsible for various facets of the Knicks' media and communications programs, game presentation, and event management.

Browne Sanders was hired by Stephen Mills, who was then MSG's Executive
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Vice-President for Franchise Operations. Mills was primarily responsible for evaluating Browne Sanders and recommending her for promotions and salary adjustments.

As a Knicks executive, Browne Sanders had access to confidential financial and business proprietary material of MSG. When she was hired, Browne Sanders signed a copy of MSG's Confidentiality, Code of Business Conduct and Proprietary Property Agreement, which provided that during Sanders employment, may not engage in activities or have personal or financial interests that may impair, or appear to impair, Sanders independence or judgment or otherwise conflict with her responsibilities to MSG. Browne Sanders also signed MSG's Employee Code of Conduct, which stated that public trust and confidence 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, among other things, oversight of the marketing and business operations budget. Browne Sanders remained in that position until her termination in January 2006. Her total compensation for just over five years of employment with the Knicks exceeded \$1, 100, 000. In her new role, plaintiff continued to report to Mills, who had by then been promoted to President, MSG Sports Team Operations (Champion, 2017). Thomas was hired as President of Basketball Operations for the Knicks in December 2003. In that position, Thomas oversaw the coaches, players, and other Knicks personnel at the MSG Training Center located in Tarrytown, New York. In addition, Thomas had an office at MSG's headquarters in Manhattan where Browne Sanders worked.

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Although Thomas did not supervise Browne Sanders, Browne Sanders was responsible for keeping Thomas informed about business developments related to the team that Browne Sanders had a dotted line relationship with him. Until 2004, Browne Sanders received positive performance reviews and numerous bonuses. Browne Sanders also had a good working relationship with Kevin Layden, the Knicks' President and General Manager until his termination in December 2003. However,

beginning in 2004, Browne Sanders began experiencing difficulties at work. In March 2004, Browne Sanders met with Mills and Thomas to discuss a conflict between Thomas and Browne Sanders over their respective job responsibilities. Browne Sanders also began encountering conflict with other colleagues, including Frank Murphy, then-Senior Vice-President of Basketball Operations. Issues Such a jury also could conclude that the relationship between Browne Sanders and Thomas became increasingly strained during 2005.

Browne Sanders accuses Thomas of engaging in unwanted sexual advances; Thomas denies some of the alleged incidents and challenges Browne Sanders's interpretation of others. For purposes of this motion, the details of the disputed incidents need not be rehearsed. The flavor of the allegations is sufficiently conveyed by two alleged episodes. In May 2005, Browne Sanders told Peter Olsen, an MSG consultant and an advisor to Thomas, that Thomas had said that he loved her and requested that she "go off site" with him. Thomas disputes this charge. Thomas acknowledges, however, that in December 2005, at a Knicks game, he attempted to kiss 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 Gladstone that one of Gladstone’s subordinates, Hassan Gonsalves, had been accused of making harassing and derogatory comments towards female Knicks employees and about Browne Sanders. When Gladstone questioned Stephon Marbury, a Knicks player and Gonsalves’s cousin, about Browne Sanders’s allegations, Marbury bluntly expressed his hostility to Browne Sanders.

When Browne Sanders informed John Moran, MSG’s Vice-President of Employee Relations, about Gonsalves’s and Marbury’s behavior, Gonsalves was terminated, but Marbury was not questioned about Browne Sanders’s allegations. Towards the end of 2005, Browne Sanders began investigating and documenting the allegedly inappropriate conduct of Thomas and Marbury. In November 2005, Browne Sanders spoke to Karen Buchholz, a Knicks Vice-President who reported to Browne Sanders, about Buchholz’s interactions with Thomas and Marbury, and requested that Buchholz send her an e-mail documenting those interactions (2009). Around the same time, Browne Sanders asked Gladstone to document his account of his conversations with Marbury. In December 2005, Browne Sanders asked another Knicks employee, Gary Winkler, to send her an e-mail documenting his conversations with Petra Pope, the head of the Knicks’ dance team, concerning allegations that were denied by Thomas that he had made inappropriate comments to Pope in 2004 (2009). Browne Sanders also asked <https://assignbuster.com/anucha-abusive-behavior-also-displaying-a-harassing/>

other members of her staff to document incidents of sexual harassment they witnessed at work. Matters came to a head in December 2005 and January 2006.

On December 2 and 4, Browne Sanders, accompanied by Buchholz, met with an attorney to discuss Browne Sanders's sexual harassment complaint. On December 22, counsel for Browne Sanders met with counsel for MSG. At that meeting, Browne Sanders's counsel informed MSG of Browne Sanders's sexual harassment complaint. The attorneys agreed to "attempt to expedite a negotiated, good faith resolution of Ms. Browne Sanders'

claims. Holdings On January 24, 2006, Browne Sanders filed the complaint that initiated the present action, alleging that she was discriminated against on the basis of her sex and terminated in retaliation for her sexual harassment complaint in violation of federal, state, and city law. That same day, defense counsel issued press statements on behalf of their clients.

MSG's and Dolan's counsel stated that Browne Sanders's claim was baseless, and that Browne Sanders was terminated due to her deficient work performance. Thomas's counsel stated that Browne Sanders's claims were an obvious attempt to get a large sum of money from MSG by taking advantage of Thomas's celebrity status (2009). Browne Sanders responded in a statement denying defendants' accusations, which she read at a press conference on January 25, 2006. That same day, Thomas held a press conference in which he again denied Browne Sanders's claims and asserted that Browne Sanders was trying to use him as a pawn for her financial gain. Thomas held another press conference in which he again
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denied Browne Sanders's claims. During the discovery, MSG sought and obtained copies of Browne Sanders's federal, New York, and New Jersey tax returns for 2000-2005 (2009). The 2001-2004 returns originally produced to MSG included Schedule C deductions for the expenses of a direct marketing business, totaling approximately \$73,000.

However, Browne Sanders shortly thereafter produced amended federal and state tax returns for 2003 and 2004. The 2003 and 2004 tax returns had been amended the day after Browne Sanders's initial production to remove the Schedule C deductions. The amendment resulted in the elimination of approximately \$20,000 of business deductions for 2003 and 2004. Browne Sanders asserts that she did not amend her 2001 and 2002 tax returns on the advice of her current accountant, who informed her that there is a three-year ruling of limitations for amending tax returns (2009).

Since her termination, Browne Sanders claims that she has applied for jobs with "many potential employers" in a wide variety of businesses. At the time the motions were filed, Browne Sanders was working as an independent contractor for a non-profit organization. Sanders's annual compensation was less than half of what she earned at MSG. According to Browne Sanders, since her termination, she has been repeatedly questioned about the circumstances of her dismissal from MSG by prospective employers and recruiters, some of whom have referred to her dismissal from MSG as a reason for her rejection from employment. As a result of her alleged injury, Browne Sanders seeks to recover approximately \$600,000 in back pay, \$9,762,000 in front pay and reputation damages through age 65, an unspecified amount for lost pension payments and stock options, and reinstatement

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(2009). Reasoning Plaintiff alleges that defendants involved in unlawful conduct by discriminating against her on the basis of her sex, subjecting her to sexual harassment, and retaliating against her for her sexual harassment charge. None of the parties move for judgment as a matter of law on plaintiff's sex discrimination or sexual harassment claims.

Thus, the merits of those claims will be determined by a jury at trial, and the Court will not discuss their merits except to the extent that a discussion of the underlying claims is necessary to determination of the pending motions. However, both plaintiff and defendants argue that they are entitled to judgment as a matter of law on certain of plaintiff's other claims. The plaintiff argues that she is entitled to judgment on the retaliation claim, while defendant Thomas argues that he is entitled to judgment on that same claim insofar as it is asserted against him. In addition, all three defendants allege that certain of plaintiff'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 on plaintiff's retaliation and damages claims.

However, as stated above, such consideration of the merits does not constitute fact-finding by the Court. Instead, the following discussion only identifies significant factual disputes which preclude the granting of judgment as a matter of law. The Court's responsibility at this juncture is only to identify the factual disputes contained in the record; it will be the jury's responsibility to resolve those disputes at trial. The Court's responsibility is to determine if there is a genuine issue to be tried, and not to resolve disputed issues of fact. The Court must draw all reasonable inferences and resolve all

ambiguities in the nonmoving party's favor, and construe the facts in the light most favorable to the nonmoving party (White, 2010).

If, however the evidence is merely colorable, or is not significantly probative, summary judgment may be granted. The party seeking summary judgment bears the burden of showing that no genuine factual dispute exists. Once the moving party has made a showing that there are no genuine issues of material fact, 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, a reasonable jury could find in favor of the nonmoving party. If there is any evidence in the record from which a reasonable inference could be drawn in favor of the opposing party, summary judgment is improper.

Question 2-17. Do you think Ms. Browne Sanders had the basis for a sexual harassment suit? Why or why not? In the case of Anucha Browne Sanders v.

Madison Square Garden, the plaintiff Browne Sanders had a strong case for a sexual harassment suit because of the given unwanted attention. It was gender-based, when complained to HR, Sanders was fired within a month. The EEOC guidelines were not taken into consideration. MSG could have solved the problem in-house instead of firing Ms. Browne. There was not a thorough investigation conducted, an investigation with proper documentation of the findings going against Sanders' claim. If the case could not identify anything about a sexual harassment policy, even if they had one, they should have abided by their policy and/or improved/created one.

Furthermore, before terminating an employee for poor performance, MSG should have recorded any warnings that were given to the plaintiff. There

should be a system put in place that requires all documentation for terminating employees. Lastly, actions that are needed to be taken against Isiah Thomas and the MSG should present a press conference about the ways MSG and Knicks are improving the company to ensure this will not happen again.

Ultimately, it would have suited Sanders' better for her case if there had been better witnesses as well. 2-18. From what you know of this case, do you think the jury arrived at the correct decision? If not, why not? If so, why? The jury did arrive at the appropriate decision given the facts that were presented in this case. The Garden had a responsibility to demonstrate concrete reasons for their termination decision. It does not appear that any specific 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 from liability in this matter? MSG management should have provided documentation on the details on where, when, and how Sanders was negligent in her job functions.

The MSG manage to create a weak and general statement of "her performance had been subpar" was not convincing enough for the court to be in the defendant's favor. Furthermore, the MSG could have done more research on Sander's past and gather poor character or even witnesses in their favor that could testify negatively against her. 2-20. Aside from the appeal, what would you do now if you were the Gardens top management? When the time came when the jury needed to have a judgement, they were unable to arrive to appropriate decision with the evidence that was presented to the court.

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