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Employment Lawyers. For The Employee.

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CONFIDENTIAL SETTLEMENT CORRESPONDENCE
PURSUANT TO FED. R. EVID. 408

June 16, 2025

VIA ELECTRONIC MAIL

Columbus City Council
Office of Councilmember Emmanuel V. Remy
90 W. Broad Street
Columbus, OH 43215
Attn: LaNita Smith
LRSmith@columbus.gov

Re: ***Averi Townsend | City of Columbus***

To whom it may concern:

I have been retained by Ms. Averi Townsend, a current employee of the City of Columbus in the Office of Councilmember Emmanuel V. Remy. Ms. Townsend retained our firm to evaluate all aspects of her employment with the City.

I have spoken at length with Ms. Townsend regarding her employment. Based on my investigation, we believe the City discriminated and retaliated against Ms. Townsend in violation of the Family Medical Leave Act, the ADA, the Rehabilitation Act, Title VII, and Ohio law.

I am reaching out to attempt to resolve this dispute amicably without litigation. Ensure that employment counsel for the City receives a copy of this correspondence.

EVIDENCE PRESERVATION

I would first like to take this opportunity to remind the City of its obligation to preserve all potential evidence in this matter. Notably, this obligation includes the preservation of electronically stored information ("ESI"). ESI is an important and irreplaceable source for discovery and/or evidence. As you may know, the rules regarding destruction of evidence apply to electronic data in the same manner as the rules apply to other forms of evidence. If this matter is not resolved, Ms. Townsend intends to move forward with litigation. We will submit discovery requests to access The City's computer network(s), computer systems, email servers, and cell phone content of its employees and elected officials including Shannon Hardin, Emmanuel Remy, John Tannous, and LaNita Smith.

BACKGROUND AND LEGAL CLAIMS

Ms. Townsend began her employment with the City in 2019. In November 2023, she joined the Office of City Councilmember Emmanuel Remy as a Legislative Aide. She reports to Councilmember Remy and his Chief of Staff, John Tannous.

Ms. Townsend thrived throughout her public service. The City promoted her twice, awarded raises, and never issued a negative performance evaluation. Her work regularly surpasses the traditional duties of Legislative Aide. Whether it's personal errands for Mr. Remy like taking his children to school or staffing unpaid "extracurricular activities" like weekend canvassing, Ms. Townsend always exceeds expectations—no matter how unreasonable those expectations may be.

Ms. Towsend has succeeded despite adversity. City Councilmember Remy may be a dedicated elected official, but he regularly commits managerial malpractice. For example, he curses and shouts at Ms. Townsend, publicly humiliates her, falsely accuses her, and compares her unfavorably with predecessors. Ms. Townsend's work is unassailable—these attacks are typically personal.

The City has taken notice. Ms. Townsend is not the first employee to raise similar concerns. Yet the employer's response has been grossly inadequate. In April 2025, Council President, Shannon Hardin assured Ms. Townsend he would speak to Mr. Remy's wife about his conduct and said that for the time being they are all "stuck with him."

The City did nothing to lessen the damage done, so Ms. Townsend's medical providers advised her to take a leave of absence. Ms. Townsend completed an FMLA application, and the City approved her leave from April 8 to May 19, 2025.

The night before the leave of absence began, Ms. Townsend's supervisors began a campaign to drive her out of the councilmember's office. On April 7, 2025, Mr. Tannous contacted her to question whether she really wanted the City to restore her to her same position upon her return. She replied that she certainly intended to return but confided she did not know how she could stay in the position long-term unless Mr. Remy's mistreatment stopped.

On May 13, 2025, with her leave coming to a close, Mr. Tannous contacted Ms. Townsend again with the same question: Did she really want to return to the same position given Mr. Remy's track record? Again, Ms. Townsend emphasized that she needs the job and reiterated that she intends to return to it on May 19, 2025. Mr. Tannous said that if she changed her mind, he would make sure Mr. Remy attended a management training course before they replace her. He agreed to continue the conversation upon her return.

On May 19, 2025, Ms. Townsend returned from FMLA leave in-person, full time, without medical restrictions. Around that same time, the City began the process to replace her.

Ms. Townsend did not learn that the City intended to replace her until May 28, 2025. That morning, HR Director, LaNita Smith, stopped her in the hallway to tell her that Mr. Remy asked Ms. Smith to

sit in on interviews with him for Ms. Townsend's job. That afternoon, Ms. Townsend recognized a job applicant, Pedro Meija, in the office's waiting room. He told Ms. Townsend he was here for an interview but would not say more.

Ms. Townsend confronted Mr. Remy in the Council President's office, where he admitted Mr. Meija was one of several applicants for her job. Ms. Townsend went back to her office, closed the door, and had a severe panic attack. Ms. Smith and Mr. Tannous rushed in and said there would be overlap between her and the new hire, and the three of them would discuss this more in the coming days.

On May 30, 2025, Ms. Townsend met with Ms. Smith to discuss Ms. Townsend's continued employment after FMLA leave. When Ms. Townsend asked directly if she was fired, Ms. Smith said no and added and expletive. Ms. Smith told her to take a few days to relax.

On June 2, 2025, Ms. Townsend revisited the topic with the HR Director. Ms. Smith asked what would be Ms. Townsend's ideal work situation. Ms. Townsend said she would like to work from home for a few weeks. Ms. Smith said she thought it would be better for Ms. Townsend's mental health for her to "not have to worry about work" until August. The City, she said, would keep Ms. Townsend on the payroll until then. She told Ms. Townsend to take a few days to think about it.

On June 7, 2025, Ms. Townsend declined the HR Director's offer to, in effect, go on a paid administrative leave until resignation in August 2025. Ms. Smith said that she did not have any other option, and she thought that Ms. Townsend had already agreed. She did not.

Ms. Townsend continues to perform her job to the extent the City will permit her to do so. For example, on June 11, 2025 she came into her office and wrote to Mr. Remy and others, "I wanted to check in and see what our top priorities are for the next few weeks…looking forward to finishing out our pre-recess legislative agenda." That same day, the HR Director texted her, "While it is appreciated that you came into work today, you, John [Tannous] and I agree that we need to come together and have a conversation about your work expectations moving forward."

Ms. Townsend hired counsel to intervene before the City extends an offer to a replacement and deepens the potential liability detailed below.

A. FMLA Interference

Under the Family Medical Leave Act, 29 U.S.C. § 2610 et seq. ("FMLA"), a qualifying employee is entitled to twelve weeks per year of job protected leave to care for a newborn child. 29 U.S.C. § 2612(a)(1)(A)); *Daugherty v. Sajar Plastics, Inc.*, 544 F.3d 696, 706 (6th Cir. 2008). An employer may not "interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this subchapter." 29 U.S.C. § 2615; *Hunter v. Valley View Local Schools*, 579 F.3d 688, 691 (6th Cir. 2009). Further, employers are prohibited from terminating or otherwise discriminating against employees for using FMLA-approved leave. See 29 USC § 2615; *Jones v. Honda of Am. Mfg.*, No. 3:13-cv-167, 2015 U.S. Dist. LEXIS 28682, *60–61 (S.D. Ohio Mar. 9, 2015).

The City interfered with or denied Ms. Townsend's attempted exercise of her rights under the FMLA. To succeed on a claim for FMLA interference, Ms. Townsend must prove that: (1) she was an eligible employee, (2) The City was an employer as defined under the FMLA, (3) she was entitled to leave under the FMLA, (4) she gave The City notice of her intention to take FMLA leave, and (5) The City denied her FMLA benefits to which she was entitled. *Wysong v. Dow Chem. Co.*, 503 F.3d 441, 447 (6th Cir. 2007).

Taking together the first through third elements, Ms. Townsend was eligible for FMLA leave based on length of employment, her serious health conditions, and the size of the employer. 29 U.S.C. §§ §2611(2)(A), 2611(4). Fourth, she requested and took FMLA-qualifying leave.

On the fifth element, if an employer takes an action based, in whole or in part, on an employee's exercise of her FMLA rights, the employer has denied the employee a benefit to which she is entitled. *See Wysong v. Dow Chem. Co*., 503 F.3d 441, 447 (6th Cir. 2007) (explaining that FMLA's prohibition against interference prohibits an employer from taking an adverse action against the employee or using the employee's FMLA leave as a negative factor in its employment decisions); 29 C.F.R. 825.220(c).

Here, Ms. Townsend would be the rare plaintiff that has direct evidence of FMLA interference. Chief of Staff John Tannous contacted Ms. Townsend twice during her FMLA leave and explicitly discouraged her from returning to her position in the councilmember's office. Undeterred when she did not resign, the City began to recruit surreptitiously[1] for her replacement anyway. Even today, Ms. Smith has made clear to Ms. Townsend that she remains nominally employed but is on the way out.

B. FMLA Retaliation

Additionally, the City retaliated against Ms. Townsend for taking FMLA-protected leave. To prove her claim of FMLA retaliation, Ms. Townsend must demonstrate that: (1) she engaged in a statutorily protected activity; (2) she suffered an adverse employment action; and (3) a causal connection existed between her protected activity and the adverse action. *Daugherty v. Sajar Plastics, Inc.*, 544 F.3d 696, 707 (6th Cir. 2008).

First, Ms. Townsend engaged in protected activity when she took FMLA-qualifying leave.

Second, Ms. Townsend suffered an adverse employment action when she was constructively discharged. *Laster v. City of Kalamazoo*, 746 F.3d 714, 727-28 (6th Cir. 2014). The HR Director told Ms. Townsend she has no other choice but to resign in August 2025. On June 11, 2025, Ms. Townsend tried to report to her office and send a typical work-related email to her supervisor, but received a response from the HR Director instead instructing her to stand down until an ominous June 17 meeting with her and the Chief of Staff. Ms. Townsend has either been discharged as a matter of law already, or it is imminent.

[1] No position was publicly posted, interviews were planned outside the office in a conference room, and to date no one has notified Ms. Townsend when or why her employment will be terminated.

Third, a causal connection exists between the exercise of Ms. Townsend's FMLA rights and the adverse action. To establish a causal connection, a plaintiff must produce "sufficient evidence from which one could draw an inference that the employer would not have taken the adverse action against the plaintiff" if the plaintiff had not engaged in the protected activity. *Abbott v. Crown Motor Co., Inc*., 348 F.3d 537, 543 (6th Cir. 2003); *Nguyen v. City of Cleveland*, 229 F.3d 559, 563 (6th Cir. 1986). Close temporal proximity between the plaintiff's protected activity and the adverse employment action will establish the causal connection element of a prima facie case of retaliation. *Edelstein v. Stephens*, 2019 U.S. Dist. LEXIS 131661, *17 (SD Ohio 2019) (citing *Mickey v. Zeidler Tool & Die Co.*, 516 F.3d 516, 525-26 (6th Cir. 2008)).

Ms. Townsend returned from leave on May 19, 2025, the City interviewed for her position on May 28, 2025, and now she faces termination. This swift timeline combined with the other direct and circumstantial evidence already discussed will establish the requisite causal connection. Ms. Townsend can therefore prove violations of the FMLA under interference and retaliation theories.

C. Discrimination under the ADA, Rehabilitation Act, Title VII, and Ohio Law

The City's exposure to liability does not end with the FMLA. Ms. Townsend can also prove that the City discriminated against her. Under the ADA, the Rehabilitation Act, Title VII, and Ohio law, public employers that receive federal funding are prohibited from discriminating against employees on the basis of disability or sex regarding the terms, conditions, and other privileges of employment. 42 U.S.C. § 2000e-2(a); 29 U.S.C. § 791 *et seq*; R.C. 4112 *et seq*.

Here, Ms. Townsend is a member of two protected classes as a woman with a disability. The low standard for an adverse action under Title VII—some harm—has been met. *Muldrow v City of St. Louis*, 601 U. S. __ (2024). The question here, as in all discrimination causes, is whether the adverse action occurred because of a protected characteristic.

A reasonable jury using their own common sense could conclude that when six years of employment comes to an end within two months of disclosing a disability, that disability played a role in the decision. And when the supervisor belittles and disrespects his direct report (and female councilmembers) then interviews only men for her role, a jury could conclude that sex motivated the decision as well.

Thus we are confident that the decision to replace Ms. Townsend was based on her disability or sex in violation of federal and state anti-discrimination laws.

REMEDY

As a result of the City's unlawful actions, Ms. Townsend has suffered and continues to suffer damages. Ms. Townsend's damages include lost pay, compensatory damages, emotional distress, punitive damages, pre- and post-judgment interest, and attorneys' fees and costs. In litigation, her attorneys' fees would rise exponentially.

However, at this point, the working relationship between the parties has deteriorated to the point that we believe it may be in everyone's interests to discuss an amicable departure for Ms. Townsend. To that end, Ms. Townsend would agree to a general release and confidentiality in exchange for the following:

(1) Lump sum payment of $107,916 equivalent to fourteen months' pay at her base salary;

(2) The City providing a positive reference if contacted by any prospective employers,

(3) The City's agreement to instruct Mr. Remy, Ms. Smith, and Mr. Tannous not to disparage her.

Contact me at (614) 977-1323 or *Evan@MansellLawLLC.com* by **June 23, 2025** to discuss this matter. If we do not receive a response, we will assume the City is not interested in pre-litigation discussion, and Ms. Townsend will continue to pursue all legal avenues available.

Sincerely,
Evan Hasbrook