

UNITED STATES BANKRUPTCY COURT Middle District of Florida

PROOF OF CLAIM

Name of Debtor: Taylor, Bean & Whitaker Mortgage Company

Case Number: 3:09-bk-07047-JAF

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Lynn Hansen

Check this box to indicate that this claim amends a previously filed claim.

F I L E D Court Claim Number (JACKSONVILLE, FLORIDA)

JUN 15 2010 Filed on:

Name and address where notices should be sent: c/o Attorney Michael Goldstein Law Office of Goldstein and Clegg, LLC: 220 Broadway: Suite 205: Lynnfield, MA 01940

CLAIM FILED JACKSONVILLE, FLORIDA

Telephone number: (781) 595-3800

Name and address where payment should be sent (if different from above):

JUN 21 2010

c/o Attorney Michael Goldstein Law Office of Goldstein and Clegg, LLC 220 Broadway: Suite 205: Lynnfield, MA 01940

CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA

Telephone number: (781) 595-3800

Check this box to indicate that this claim is a claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 1,090,916.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: See Attached Exhibit A (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

If any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 06/10/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

/s/ Michael Goldstein, attorney for Lynn Hansen

[Handwritten Signature]

FOR COURT USE ONLY

T, B & W Mortgage Corp.



03252

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Amount entitled to priority:

\$

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

discriminatory firing, saying that she was fired for insubordination and later claiming that she “resigned” or abandoned her employment.

The supervisor, defendant King, violated c. 151B of Massachusetts law by aiding and abetting the Company in its discriminatory treatment of Ms. Hansen and by coercing Ms. Hansen and interfering with her rights as a disabled employee. Ms. King’s unlawful conduct included, *inter alia*, demanding that Ms. Hansen return to work from her FMLA Leave against medical advice and refusing to accommodate Ms. Hansen’s request to perform some of her work from home via telephone, as in a December, 2007 teleconference with the Company President. Ms. King, by her treatment of Ms. Hansen also created a hostile work environment at TBW for the Plaintiff.

Ms. Hansen also alleges that TBW and her supervisor, defendant King, unlawfully expropriated broker accounts from within Ms. Hansen’s assigned territory and diverted commissions from those accounts to herself. The false charges of “insubordination” raised by King to justify firing Ms. Hansen were a subterfuge used by Ms. King and TBW to deny Ms. Hansen commissions earned on accounts she had established within her territory. The defendants’ misconduct is unlawful as a breach of the Massachusetts implied Covenant of Good Faith and Fair Dealing.

The employer, TBW, is also liable for breach of its employment contract with Ms. Hansen in that it disregarded terms and provisions of the Company’s personnel manual in terminating her without reasonable grounds, without a factual basis based upon a fair investigation, and without recourse to less severe steps as specified in the Company manual. The Company also breached its contract with Ms. Hansen in allowing defendant King to transfer to herself accounts and commissions belonging to Ms. Hansen in violation of express terms of her agreement with TBW. Ms. Hansen also asserts that Company is also liable for these actions under her claim of promissory estoppel.

Hansen bases her claims against defendants TBW and King on the following specific allegations:

I. ALLEGATIONS OF FACT

A. Parties and Jurisdiction

1. The Plaintiff, Lynn Hansen (hereafter, “Ms. Hansen”), is a natural person who resides at 52 Winter Street, Whitman, in Plymouth County, Massachusetts.

2. The Defendant, Taylor, Bean and Whittaker Mortgage Corp. (hereafter, "TBW" or "Company"), is a business entity believed to be incorporated in Florida.

3. TBW employs dozens of workers in Massachusetts including many working at the regional office located at 35 Braintree Hill Office Park in Braintree, Massachusetts (hereafter, the "Braintree Office").

4. The Plaintiff, Ms. Hansen, was until her termination on January 9, 2008 employed at TBW's Braintree Office. She is presently employed by Freedom Mortgage Company.

5. The defendant, Mary King (hereafter, "King") is a natural person who resides in Boston, Suffolk County, Massachusetts.

6. Ms. King is the New England Branch Manager for TBW and was Ms. Hansen's direct supervisor in the Braintree Office.

7. Ms. Hansen timely filed her initial complaint with the Massachusetts Commission Against Discrimination (hereafter the "MCAD") which agency has original jurisdiction in this action because her claims included the allegation, inter alia, that her employer, TBW and her supervisor, Ms. King, have discriminated against Ms. Hansen as a disabled person in violation of the Massachusetts Fair Employment Practices Law, codified at M.G.L. c. 151B (hereafter, "c. 151B").

8. Subsequently, Ms. Hansen has, with the permission of the MCAD, transferred her discrimination claims to this Court. See: letter from MCAD, attached hereto as exhibit no. 1.

B. Ms. Hansen's Compensation and entitlement to Commissions

9. Ms. Hansen's responsibilities as an Account Executive for TBW centered upon her solicitation and maintenance of accounts and business relationships with retail mortgage brokers who submitted mortgage applications to TBW for financing.

10. TBW earns fees and commissions from financing mortgages submitted by the retail brokers through TBW account executives like Ms. Hansen.

11. Under terms of her employment contract with TBW, Ms. Hansen was compensated by TBW through commissions earned as a specified percentage of mortgages financed by the Company upon positive review of loan applications submitted by retail brokers through Ms. Hansen as the account executive.

12. Also as part of her employment contract, Ms. Hansen was assigned an exclusive territory for solicitation and maintenance of accounts with retail brokers. Originally, this territory included Rhode Island and a portion of southeastern Massachusetts; however,

from May or June of 2005 until her termination in January of 2008 her assigned exclusive territory was the Boston South Shore region, including Cape Cod.

13. Ms. Hansen's supervisor, defendant King, did not have any right or entitlement to appropriate for herself any broker accounts established by Ms. Hansen or from accounts within Ms. Hansen's territory nor did King have any right to commissions earned from mortgages financed by TBW from applications submitted by those brokers.

14. Ms. Hansen through her efforts at TBW over the course of more than three years did establish a large number of retail broker accounts which generated substantial fees for the Company from which she was entitled to commissions at a specified rate.

C. Ms. Hansen's disabilities and defendants' knowledge of them

15. Ms. Hansen has long been troubled by psycho-somatic symptoms which were diagnosed in November of 2007 as bipolar disorder, panic disorder and major depression. While these conditions have not precluded her from sustained and effective employment for decades, including more than 3 years as a TBW employee, they have significantly impaired many of Ms. Hansen's essential life activities.

16. Like many persons who suffer from bipolar disorder, panic disorder or major depression, Ms. Hansen suffers from debilitating sleep disturbance, unstable mood swings, panic attacks,

profound depression, and obsessive thought patterns as well as such psycho-somatic symptoms including chronic joint pain. These conditions impair such essential life activities as sleep, and social interactions.

17. Since her diagnosis in November of 2007, Ms. Hansen has been under virtually continuous medical and psychiatric treatment for these symptoms and her underlying psychiatric disorders.

18. This treatment includes both regular therapy sessions and a range of prescribed medications, including: Lamictal (mood stabilizer), Lexipro (anti-depressant), Xanax (anxiety control), Ambien (for sleeplessness), and Aderol (to aid concentration).

19. This regimen of therapy and daily medications mitigates but does not fully control Ms. Hansen's symptoms of distress; nevertheless she has functioned as an effective professional in the financial services industry, including her three years at TBW and her present employment at Freedom Mortgage Corp.

20. Both the employer, TBW, and the supervisor, defendant King, were aware of Ms. Hansen's psychiatric disability before terminating her in January of 2008. The defendants' knowledge of Ms. Hansen's psychiatric disabilities arises from:

a) Ms. Hansen's conversations with TBW human resources and benefits administration employees;

- b) written and electronic communications of Ms. Hansen with responsible employees in TBW's offices for Human Resources and Benefits Administration;
- c) medical reports provided to TBW by Ms. Hansen's treating physicians (including reports supporting her request for medical leave in the fall of 2007); and
- d) correspondence between Ms. Hansen and the Company's disability benefits administrator, Jefferson Pilot Financial (hereafter "Jefferson Pilot").

21. In October of 2007, Ms. Hansen submitted to TBW an application for medical leave pursuant to provisions of the Family Medical Leave Act, codified at 29 C.F.R. Pt. 825 *et seq.*, (hereafter, the "FMLA"); that application was certified by her treating primary care physician, who specified that he would be referring Ms. Hansen to Dr. John Eckelman, a psychologist. TBW granted Ms. Hansen twelve weeks of unpaid leave.

22. Over the course of her treatment during unpaid leave for an array of symptoms of distress, Ms. Hansen was diagnosed with bipolar disorder as well as major depression and panic disorder; she was prescribed a regimen of medications. The Company was aware that she was taking these new prescription drugs.

23. On October 19, 2007, the TBW Benefits Administrator wrote to Ms. Hansen, noting that she had been "referred to a psychologist" for treatment during her FMLA leave and instructing her that she would need to submit a certification from a psychiatric specialist.

D. Defendants' discriminatory conduct toward Ms. Hansen as a disabled employee

24. In the fall of 2007, Ms. Hansen's physicians reported that her condition was exacerbated by intense stress at the TBW workplace.
25. A significant cause of this workplace stress was Ms. Hansen's conflict-ridden relationship with her immediate supervisor, defendant King.
26. While on medical leave and after the Company had been advised of her psychiatric diagnosis and disabilities, Ms. Hansen requested that TBW assign her to a different supervisor in the Braintree Office and specifically suggested that she be allowed to report to Regional Vice President Jack Langmaack instead of Regional Manager King.
27. The Company refused to consider this request for accommodation or to undertake any inquiry as to the feasibility of Ms. Hansen's suggestion or whether her relationship with Ms. King was causative of debilitating stress.
28. While Ms. Hansen was on medical leave, Ms. King took many commission-producing accounts established by Hansen or within Hansen's territory and appropriated the income from them for herself.

29. Ms. Hansen was on unpaid medical leave in December of 2007 after her psychiatric conditions had been diagnosed and her physicians prescribed an array of medications which Ms. Hansen had never before taken, including: Lamictal, Lexipro, Xanax, Ambien, and Aderol.

30. Her physicians advised Ms. Hansen that several of these medications often produce unsettling side effects alone or when taken in combination with the other prescribed drugs and that it was necessary to closely monitor her reactions and to re-calibrate dosages before her condition would be stabilized. Accordingly, her physicians advised her that she was not ready to return to full time employment at TBW in December of 2007.

31. However, when in December of 2007 Ms. Hansen requested an extension of her unpaid medical leave for a week or two to give time for monitoring and calibration of new medications, TBW refused her request outright.

32. The Company refused Ms. Hansen's request for this modest accommodation from an employee it knew to be suffering from psychiatric disorders without making any inquiries of her physicians or undertaking any factual determination as to Ms. Hansen's need for the extension of unpaid leave.

33. Instead, the Company ordered Ms. Hansen to return to work on December 26, 2007 or face immediate termination.

34. Shortly after returning to work, Ms. Hansen requested of her supervisor, defendant King, that Hansen be allowed to perform some tasks from home; specifically Hansen asked if she could participate through her home telephone line in a long-distance teleconference between the TBW President in Florida and other employees in the Braintree Office.

35. Ms. King refused to consider this request, telling Ms. Hansen that it was "mandatory" for her to appear in the Braintree Office for the teleconference. In her response to Ms. Hansen, Ms. King was overbearing, sarcastic and coercive.

36. Subsequently, a TBW Human Resources representative told Ms. Hansen that the Company considered her reluctance to come in to the office for the teleconference to be "insubordinate" conduct.

37. Despite her excellent work record and the defendants' awareness of her psychological disabilities condition, Ms. Hansen was abruptly fired on January 9, 2008 less than two weeks after she unwillingly and precipitously returned to work from the medical leave.

38. The Company informed Ms. Hansen that her conduct amounted to "insubordination", but provided no documentation to support this false charge. Ms. Hansen was also told that Ms. King was authorized to take for herself any broker accounts (with accompanying commissions) without notice to Ms. Hansen whenever she desired.

39. Later, the Company informed others that Ms. Hansen had quit or abandoned her position at TBW.

40. The Company's reasons for firing Ms. Hansen were, in part, mere pretexts for discrimination against Hansen on account of her known disabilities.

E. Unlawful appropriation of Ms. Hansen's accounts and commissions

41. Ms. Hansen's supervisor, defendant King, advanced her own financial interests by terminating Ms. Hansen.

42. While Ms. Hansen was out of work on FMLA leave, Ms. King transferred many of Ms. Hansen's retail broker accounts, previously established through Ms. Hansen's work and/or within Ms. Hansen's exclusive territory, to herself. Ms. Hansen complained to her superiors about this misappropriation of accounts within Ms. Hansen's territory, but those superiors failed to respond to her complaints.

43. Ms. King did not inform the brokers whose accounts she arrogated to herself that Ms. Hansen was still employed by TBW and that she was only temporarily away from work on leave.

44. Instead, Ms. King appropriated many of Ms. Hansen's accounts to herself and along with those accounts obtained the commissions from those accounts.

45. When Ms. Hansen challenged King's appropriation of her accounts and commissions within Hansen's assigned exclusive territory, King became increasingly hostile to Ms. Hansen. Though Hansen complained of this to the Company's Human Resources Department (hereafter, "HR"), they refused to take corrective action and refused to restore Ms. Hansen's accounts or commissions to her. The Company allowed Ms. King to ignore company policy and to assign to herself accounts that were within Ms. Hansen's assigned exclusive territory.

46. Ms. Hansen's loss from wrongly transferred and retained commissions and from the position at TBW which enabled her to earn those commissions amounted to approximately \$ 100,000 per year.

F. TBW's disregard of its Personnel Manual provisions in firing Ms. Hansen

47. The defendant, TBW, publishes an "Employee Manual" (hereafter, the "Manual") which is distributed to all its employees. See: Manual, excerpts, attached hereto as exhibit no. 2.

48. The Manual was given to Ms. Hansen by her superior at TBW at the onset of her employment in 2005.

49. The Manual includes a forward from the TBW President, Ray Bowman, and Chairman, Lee Farkas, stating that it describes, "the company policies and procedures we abide by – our

responsibilities to you and your responsibilities to TBW” and that all employees, “are responsible for reading and understanding this Employee Manual”. Manual at pg. 2.

50. TBW executives, including Ms. Hansen’s superiors, have consistently informed her and other employees that the Manual describes the governing standards, procedures and conditions for employment at the Company.

51. The standards and procedures described in the Manual are enforceable as defining in part the terms and conditions of Ms. Hansen’s employment contract with TBW.

52. TBW violated the express terms of the Manual by:

a) terminating Ms. Hansen without reasonable cause in that she did not commit any of the acts of misconduct specified in the Manual, on pages 17 -18, as grounds for discipline or termination;

b) terminating Ms. Hansen without any reasonable investigation as to whether she had violated any of the acts of misconduct specified in the Manual as grounds for discipline or termination; and

c) terminating Ms. Hansen without regard to the “progressive discipline procedure” specified in the Manual, on page 19, as sanctions or steps to be imposed or taken before proceeding to fire an employee. These steps include, “Verbal Warning, Written Warning, and Final Warning”.

53. The Company’s disregard of standards and procedures specified in its own Manual and incorporated into Ms. Hansen’s employment contract was unlawful as a breach of contract.

II. CAUSES OF ACTION

COUNT I

Handicap Discrimination: termination in violation of MGL c. 151B (vs. TBW)

54. Ms. Hansen reiterates the allegations advanced in paragraphs 1 through 53 and incorporates them herein by reference.

55. Ms. Hansen is an objectively “handicapped person” within the meaning of MGL c. 151B as a consequence of her bipolar disorder, major depression, and panic disorder conditions which substantially impair her capacity to engage in a range of major life activities.

56. Ms. Hansen is also subjectively “handicapped” within the meaning of MGL c. 151B as a consequence of the Company’s knowledge and perception of her disabling impairments about which TBW had knowledge prior to firing Hansen.

57. Despite her handicap, Ms. Hansen was fully “qualified” for her position at TBW as amply demonstrated by her successful performance as an Account Executive and previously as a Senior Mortgage Underwriter at the Company over a period of more than three years.

58. The Company had reason to know of Ms. Hansen’s disability when it refused to accommodate her requests for a short extension of her FMLA medical leave, for a change

in supervisor, and for authorization to perform some tasks from home, and when it proceeded to terminate her on January 9, 2008.

59. The reasons given by the TBW for firing Ms. Hansen were false and mere pretexts to hide its unlawful discrimination against her on account of her disabilities and in derogation of her rights as a qualified disabled employee.

60. The Company, in summarily firing Ms. Hansen without a legitimate reason, acted in bad faith and engaged in arbitrary and capricious action.

61. The Company had no legitimate business reason for refusing Ms. Hansen's requests for accommodation without undertaking a factual inquiry as to her needs or the costs of such proposed accommodations; likewise, TBW had no legitimate business reason for terminating her. TBW's termination of Hansen violated provisions of MGL c. 151B.

62. As a consequent and proximate result of the Company's misconduct and omissions, Ms. Hansen was damaged and is entitled to compensation in an amount to be determined at trial.

63. The Company's termination of Ms. Hansen without undertaking any reasonable inquiry into her condition or request for accommodation and its advancement of demonstrably false reasons for her firing amounts to a reckless disregard of Ms. Hansen's rights under M.G.L. c.

151B and is conduct which should be punished and deterred through the imposition of punitive damages.

COUNT II
Handicap Discrimination - violation of MGL c. 151B
(vs. King)

64. Ms. Hansen reiterates the allegations advanced in paragraphs 1 through 63 and incorporates them herein by reference.

65. King knew or had reason to know of Ms. Hansen's psychiatric disabilities prior to the Plaintiff's termination by TBW and had reason to know that Ms. Hansen was as a result particularly vulnerable to workplace stress.

66. King mistreated Ms. Hansen by her sarcastic overbearing demeanor in their interactions in the Braintree Office, by her removal of broker accounts established by Ms. Hansen, her appropriation of commissions from those accounts for herself, and by her assignment of accounts to herself that were within Ms. Hansen's assigned exclusive territory.

67. King, in refusing to consider Ms. Hansen's requests for modest cost-free accommodation and in reporting those requests to TBW as insubordinate conduct warranting termination, intentionally interfered with Ms. Hansen's rights as a disabled employee and coerced Hansen from exercising those rights.

68. King's mistreatment of Ms. Hansen was so pervasive as to constitute a hostile work environment discriminatory to Hansen as a disabled person.

69. King's conduct was malicious and in reckless indifference to Hansen's rights against discrimination and did directly coerce and harm Hansen; moreover King in this malicious conduct did aid and abet TBW in its unlawful discrimination against Hansen, all in violation of provisions of GLC ch. 151B.

70. King's coercion and interference with Ms. Hansen's rights and King's role in prompting Hansen's termination was also unlawfully self-serving in that she was thereby enable to misappropriate the remainder of commission-generating accounts established by and belonging to Ms. Hansen.

71. As a consequent and proximate result of the King's misconduct and omissions, Ms. Hansen was damaged in an amount to be determined at trial.

COUNT III
Breach of Contract
(vs. TBW)

72. Ms. Hansen reiterates the allegations advanced in paragraphs 1 through 71 and incorporates them herein by reference.

73. The TBW Employee Manual forms a binding and enforceable contract between Ms. Hansen and the Company.

74. TBW abrogated the provisions of its own published Manual and specified disciplinary policies in its firing of Ms. Hansen in that the Company:

a) failed to provide Ms. Hansen with fair notice of the charges of misconduct lodged against her by King;

b) failed to provide Ms. Hansen with any reasonable opportunity to respond to charges of misconduct against her;

c) terminated Ms. Hansen without conducting a fair and reasonable investigation into the charges of insubordination lodged against her.

d) failed to consider whether Ms. Hansen's alleged misconduct, even if proven, actually caused any damage to TBW;

e) failed to consider whether Ms. Hansen's medical and psychiatric condition upon her return to work after FMLA leave was a mitigating factor which clearly applied to any fair assessment of Ms. Hansen's conduct;

f) failed to consider whether any less drastic sanction than termination would redress or punish Ms. Hansen's alleged misconduct; and

75. TBW, in summarily firing Ms. Hansen for cause without conducting a fair or reasonable investigation into the charges of misconduct raised by King, acted in bad faith and was arbitrary and capricious in breach of Ms. Hansen's employment contract with the Company.

76. TBW, in disregarding the positive performance of Ms. Hansen over three and one-half years and proceeding to fire her without conducting a fair and reasonable investigation of charges against her, disregarded and abrogated the essential terms of conditions of Ms. Hansen's employment contract with the Company.

77. TBW, by disregarding the standards and procedures specified in its Manual in firing Ms. Hansen, breached the terms and conditions of its employment contract with Ms. Hansen.

78. Under express terms of her employment contract with TBW, Ms. Hansen was entitled to commissions earned from broker accounts she established in her exclusive assigned account territory (i.e. the Boston South Shore **and Cape Cod** region).

79. TBW, by allowing defendant King to transfer or assign to herself accounts established by Ms. Hansen or which were within Ms. Hansen's exclusive territory, and by allowing King's misappropriation of commissions earned from those accounts, violated express terms of Ms. Hansen's employment contract.

80 TBW, by allowing the transfer of Ms. Hansen's accounts to defendant King, wrongfully deprived Ms. Hansen of the fruits of her labor in establishing and maintaining those accounts within her assigned territory.

81. As a consequent and proximate result of TBW's breaches of her employment contract with the Company, Ms. Hansen was damaged in an amount to be determined at trial.

COUNT IV
Promissory Estoppel
(vs. TBW)

82. Ms. Hansen reiterates the allegations advanced in paragraphs 1 through 81 and incorporates them herein by reference.

83. TBW was a new "start up" company when Ms. Hansen first accepted employment with it in July of 2003.

84. Before she initially accepted a position with TBW in 2003, Ms. Hansen was employed in a lucrative and secure position at another company within the mortgage and insurance industry in Massachusetts.

85. TBW, in inducing Ms. Hansen to initially accept employment with the Company in July of 2003 and to resume employment with TBW in December of 2004, provided her with published personnel policies procedures, as described above, and also assured her that her future compensation and employment status would be determined in conformity with the Company's published standards and on the basis of fair performance evaluations.

86. TBW, in inducing Ms. Hansen to resume employment with the Company as an Account Executive in December of 2004, also made express representations to Ms. Hansen about the geographic scope of her assigned territory and her entitlement to commissions on mortgages underwritten and funded by TBW from applications submitted by retail brokers whose accounts were established or handled by Ms. Hansen.

87. Ms. Hansen, in accepting TBW's successive offers, left secure and remunerative employment with General Electric Mortgage Insurance where she was a Mortgage Underwriter and also set aside other career alternatives.

88. Ms. Hansen, in accepting employment with TBW, relied upon that Company's representations concerning terms and conditions of her employment including policies and provisions published in the Company's Manual as detailed above as well as the scope of her

exclusive territory and her entitlement to commissions from broker accounts within that territory; TBW should have reasonably expected that she would so rely upon these representations by the Company.

89. Ms. Hansen, devoted diligent efforts to her work at TBW; her efforts and effectiveness were measurable in terms of broker accounts she established and maintained as detailed above.

90. Ms. Hansen's reliance upon TBW's promises and representations was reasonable and justified; injustice can be avoided only by enforcing the Company's promises, as well as appropriate monetary damages to be determined at trial.

COUNT V
Breach of Covenant of Good Faith and Fair Dealing
(vs. TBW)

91. Ms. Hansen reiterates the allegations advanced in paragraphs 1 through 90 and incorporates them herein by reference.

92. TBW, by reason of its foregoing conduct, including allowing defendant King to transfer to herself accounts belonging to Ms. Hansen, the arrogation of commissions earned from those accounts to King and TBW, and by permanently depriving Ms. Hansen of those commissions and accounts by firing her without a reasonable basis, is liable to Ms. Hansen for breach of the implied covenant of good faith and fair dealing

93. As a consequence of the TBW's breaches of the Implied Covenant of Good Faith and Fair Dealing, Ms. Hansen has been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, Lynn Hansen, requests relief as follows:

- i) That judgment be entered in Plaintiff's favor on each count of her Complaint;
- ii) That TBW be ordered to pay Plaintiff compensatory damages, including front pay and back pay, emotional distress damages, and damages to her professional reputation and earning potential, as well as attorneys fees and costs under count I of this Complaint;
- iii) That King be ordered to pay Plaintiff compensatory damages, including emotional distress damages, and damages to her professional reputation and earning potential, under count II of this Complaint;
- iv) That TBW be ordered to pay Plaintiff compensatory damages, including front pay and back pay, lost commissions and damages to her professional reputation and earning potential, under counts III, IV and V of this Complaint.
- v) That Plaintiff be awarded reasonable attorneys fees and costs with interest under each count of this Complaint, for which fees and costs with interests the defendants are jointly and severally liable;
- vi) That TBW be ordered to pay Plaintiff punitive damages under count I of this Complaint; and
- (vii) Such other and further relief as is meet and proper.

Respectfully submitted,

LYNN HANSEN,
Plaintiff

52 Winter Street
Whitman, MA 02382
(781) 447-2342 (h)
(781) 706-4284 (cell)
(781) 447-2342 (fax)

Dated: March 19, 2009.

Ms. Hansen's Wages from employment with the Debtor were based upon commissions. Based upon the previous two full years of employment, Ms. Hansen's average earnings were \$175,000. As such, her claim for damages stemming from her wrongful termination pursuant to Massachusetts General Law Chapter 151B is based upon the following:

Back Pay Damages Commencing in December 2008 to the present:
\$247,916

Front Pay Damages or Anticipated future back pay damages based upon the Creditor's inability to work for a period of not less than 3 years:
\$525,000

Attorney Fees Paid to date: \$18,000

Emotional Distress: \$300,000

Should the claim have proceeded in the Massachusetts Superior Court, Creditor would have been entitled to reasonable attorney fees for time spent litigating the matter.

Should the claim have proceeded in the Massachusetts Superior Court, Creditor would have been entitled to possible punitive damages

Total Amount of Claim: \$1,090,916

The Commonwealth of Massachusetts
Commission Against Discrimination
One Ashburton Place, Boston, MA 02108
Phone: (617) 994-6000 Fax: (617) 994-6024

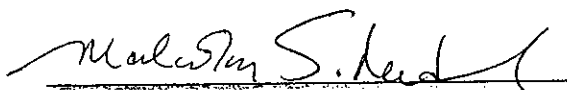
DEC 04 2008

- DISMISSAL and NOTIFICATION of RIGHTS -

To: James P. Brady, Esq. James P. Brady, LL.M Attorney At Law 149 High Street Hingham, MA 02043	Case: Lynn Hansen v. Taylor, Bean and Whittaker Mortgage Corp., Mary King MCAD Docket Number: 08BEM03202 EEOC Number: 16C-2009-00229 Investigator: Leona Clark
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Your complaint has been dismissed for the following reasons:

- The facts alleged fail to state a claim under any of the statutes the Commission enforces.
- Respondent employs less than the required number of employees.
- Your complaint was not timely filed with the Commission, i.e. you waited too long after the date(s) of the alleged discrimination to file. Because it was filed outside the time limit prescribed by law, the Commission cannot investigate your allegations.
- You failed to provide requested information, failed or refused to appear or to be available for necessary interviews/conference, or otherwise refused to cooperate to the extent that the Commission has been unable to resolve your complaint. You have had more than 30 days in which to respond to our written request.
- The Commission's efforts to locate you have been unsuccessful. You have had at least 30 days in which to respond to a notice sent to your last known address.
- The Respondent has made a reasonable settlement, offering full relief for the harm you alleged. 30 days have expired since you received actual notice of this settlement offer.
- The Commission issues the following determination. Based upon the Commission's investigation, the Commission is unable to conclude that the information obtained establishes a violation of the statutes. This does not certify that the Respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this complaint.
- Other (briefly state) Chapter 478 withdrawal


Malcolm S. Medley
Investigating Commissioner

Date

11/30/08

Cc:

Lynn Hansen
53 Ocean Street
P.O. Box 283
Brant Rock, MA 02020

Mary King
c/o Taylor, Bean and Whittaker Mortgage Corp.
25 Braintree Hill Office Park
Braintree, MA 02184

Taylor, Bean and Whittaker Mortgage Corp.
Attn: Director of Human Resources
25 Braintree Hill Office Park
Braintree, MA 02184

MEMORANDUM

To: Case File of Lynn Hansen v. Taylor, Bean and Whittaker Mortgage Corp., Mary King
MCAD Docket # 08BEM03202
EEOC #16C-2009-00229 (25 + Employees)

From: Leona Clark

RE: Withdrawal of Complaint

Issues Investigated:

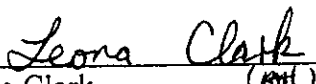
Whether Complainant was discriminated against based on disability (bipolar disorder, panic disorder, and major depression), which is in violation of Massachusetts General Laws, Chapter 151B, § 4, Paragraphs 4A, 16, and the Americans with Disabilities Act (ADA), as amended.

Summary of Findings:


On October 29th, 2008, Complainant filed a complaint with this Commission and the Equal Employment Opportunity Commission (EEOC) alleging disability discrimination.

On November 12th, 2008 Complainant, through her attorney, submitted a formal request to withdraw the complaint with the Commission because she wishes to file a civil action on the same matter in court.

The Complainant understands it is unlawful for any person to threaten, intimidate or harass her because she has filed a complaint. She states she has not been coerced into requesting this withdrawal. Therefore, it is recommended that Complainant's request be granted and this complaint be closed as a C478 withdrawal.



Leona Clark (mt)
Investigator



Carolyn Packard (Kpar)
Supervisor

To: James P. Brady, Esq.
James P. Brady, LLM
Attorney At Law
149 High Street
Hingham, MA 02043

Fr: Leona Clark
Massachusetts Commission Against Discrimination
One Ashburton Place
Boston, MA 02108
(617) 994-6026

Re: Lynn Hansen Vs. Taylor, Bean and Whittaker Mortgage Corp., Mary King
MCAD No: 08BEM03202
EEOC No: 16C-2009-00229

Dear Commissioner:

I hereby request permission to withdraw my complaint filed with this Commission for the following reason:

- (XX) I wish to file a private right of action in civil court.
- () I have reached a satisfactory settlement with the Respondent.
- () I no longer intend to pursue this matter at the Commission.

If applicable, I also wish to withdraw this complaint from the Equal Employment Opportunity Commission.

I have been advised that it is unlawful for any person or persons to threaten, intimidate, or harass me because I filed a complaint. I have not been coerced into requesting this withdrawal.

November 12, 2008
Date

J.P. Brady
Complainant's signature or
Signature of attorney

Please fill out this form and return it to your Investigator via fax (617) 994-6024. Failure to submit this information may result in the case remaining open at the MCAD and/or EEOC.



Taylor, Bean & Whitaker
Mortgage Corporation

Employee Manual
2007

Welcome to Taylor, Bean & Whitaker

Dear Employee:

We're very happy to welcome you to Taylor, Bean & Whitaker. Thank you for joining us! We want you to feel that your association with Taylor, Bean & Whitaker ("TBW") will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality products and services as a direct result of the initiative and teamwork of our employees. We hope you will find satisfaction and take pride in your work here. As a member of Taylor, Bean & Whitaker's team, you will be expected to contribute your talents and energies to improve the environment and quality of the company, as well as the company's products/services. In return, you will be given opportunities to grow and advance in your career.

This Manual provides answers to most of the questions you may have about TBW's benefit programs as well as the company policies and procedures we abide by -- our responsibilities to you and your responsibilities to TBW. If anything is unclear, please discuss the matter with your manager. You are responsible for reading and understanding this Employee Manual. Your performance evaluations will reflect your adherence to company policies. We hope this Employee Manual also gives you an indication of TBW's interest in the welfare of our employees.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working -- pleasant relationships and working conditions, career development and promotion opportunities and health benefits are just a few. Taylor, Bean & Whitaker is committed to doing its part to assure you of a satisfying work experience.

We extend to you our personal best wishes for your success and happiness at Taylor, Bean & Whitaker! We depend on you---your success is our success!

Sincerely,

Taylor, Bean & Whitaker
Lee B. Farkas, Chairman
Ray Bowman, President

Gifts

Advance approval from management is required before an employee may accept or solicit a gift of any kind from a customer, supplier or vendor representative. Employees are not permitted to give gifts to customers or suppliers, except for certain promotional "premiums" (t-shirts, coffee mugs, pens, key chains, etc.) imprinted with the Taylor, Bean & Whitaker logo or sales information.

Disciplinary Actions

Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Avoidance of these activities will be to the employees' benefit as well as the benefit of Taylor, Bean & Whitaker. Occurrences of any of the following violations, because of their seriousness, may result in immediate termination (this list is not all inclusive):

- * Willful violation of any company policy; any deliberate action that is extreme in nature and is obviously detrimental to Taylor, Bean & Whitaker's efforts to operate profitably
- * Willful violation of security or safety rules or failure to observe safety rules or Taylor, Bean & Whitaker safety practices; failure to wear required safety equipment; tampering with Taylor, Bean & Whitaker equipment or safety equipment
- * Negligence or any careless action which endangers the life or safety of another person
- * Exhibiting the behavior of someone who is intoxicated or under the influence of controlled substance drugs while at work; use, possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance
- * Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty
- * Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing Taylor, Bean & Whitaker; fighting, horseplay or provoking a fight on company property, or negligent damage of property
- * Insubordination or refusing to obey instructions properly issued by management pertaining to work; refusal to assist with a special assignment
- * Threatening, intimidating or coercing fellow employees on or off premises -- at any time, for any purpose
- * Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner
- * Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit
- * Dishonesty; willful falsification or misrepresentation on the application for employment or other work records; falsifying information regarding sick or personal leave; falsifying reason for a leave of absence or other data requested by Taylor, Bean & Whitaker; alteration of company records or other company documents
- * Violating the non-disclosure agreement; giving confidential or proprietary Taylor, Bean & Whitaker information to competitors or other organizations or to unauthorized Taylor, Bean

- & Whitaker employees; working for a competing business while a Taylor, Bean & Whitaker employee; breach of confidentiality of personnel information
- * Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same
- * Immoral conduct or indecency on or with company property
- * Conducting a lottery or gambling on company property

Occurrences of any of the following activities, as well as violations of any Taylor, Bean & Whitaker rule or policies, may be subject to disciplinary action, up to and including immediate termination. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will."

- * Unsatisfactory or careless work; failure to meet production or quality standards as explained by management; mistakes due to carelessness or failure to get necessary instructions
- * Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs
- * Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of management; stopping work before time specified for such purposes
- * Sleeping on the job; loitering or loafing during working hours
- * Excessive use of company telephone for personal calls
- * Leaving the work station during work hours without the permission of management, except to use the rest room
- * Smoking in restricted areas or at non-designated times, as specified by department rules
- * Creating or contributing to unsanitary conditions
- * Posting, removing or altering notices on any bulletin board on company property without permission of an officer of Taylor, Bean & Whitaker
- * Failure to report an absence or late arrival; excessive absence or lateness
- * Buying company merchandise for resale
- * Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises
- * Failure to immediately report damage to, or an accident involving company equipment
- * Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises
- * Failure to maintain a neat and clean appearance in terms of the standards established by management; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing

Disciplinary Policy

This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job or exhibits any egregious behavior may be terminated, in certain cases, without resorting to the steps set forth in this policy.

If an employee's performance is unsatisfactory due to lack of ability, failure to abide by Taylor, Bean & Whitaker rules or failure to fulfill the requirements of the job, the employee will be notified of the problem. If satisfactory change does not occur, termination may result. In conjunction with approval from Human Resources, the supervisor/manager may elect to utilize "Suspension without Pay" as an additional step in the disciplinary process, pending further investigation. Some incidents may result in immediate dismissal. The following progressive discipline procedure will be followed in most situations:

- 1st Occurrence-Verbal Warning
- 2nd Occurrence-Written Warning
- 3rd Occurrence-Final Warning
- 4th Occurrence - Termination

Each of the first three (3) steps of the disciplinary procedure should be regarded as a corrective measure and, when combined with appropriate counseling followed by employee, could make further steps unnecessary. However, if the first three (3) steps fail to produce a change in performance or conduct, termination is a viable option. All terminations must be approved by Human Resources.