

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SONYA LANCASTER ZOLLICOFFER,
c/o JD Howlette Law
1140 3rd St. NE, Suite 2180
Washington, DC 20002

Case No. 8:24-cv-00679-TDC

Plaintiff,

DEMAND FOR JURY TRIAL

v.

MATTHEW SLEDGESKI,
c/o Office of Law
2660 Riva Road, 4th Floor
Annapolis, MD 21401

FRATERNAL ORDER OF POLICE,
PRINCE GEORGE'S COUNTY, MD,
LODGE 89, INC.,
2905 Old Largo Road
Upper Marlboro, MD 20772

Defendants.

AMENDED COMPLAINT

Plaintiff Sonya Lancaster Zollicoffer (“Ms. Zollicoffer”), for her amended complaint against Defendants Matthew Sledgeski (“Defendant Sledgeski”) and the Fraternal Order of Police, Prince George’s County, Maryland, Lodge 89, Inc. (“Defendant FOP”), alleges the following:

1. For over two decades, Ms. Zollicoffer dedicated her life to serving and protecting the people of Prince George's County as a police officer. She rose through the ranks, overcoming systemic racism and sexism, to become one of the few African-American female lieutenants in the Prince George’s County Police Department (“PGCPD”).

2. But when Ms. Zollicoffer dared to speak out against the ingrained discrimination and retaliation plaguing the Department, she found herself silenced not by those she sought to hold accountable, but by the very attorneys entrusted to advocate for her rights. This case lays bare a disturbing betrayal of justice: a decorated officer, fighting for equality and integrity in law enforcement, was strong-armed into settling her righteous claims by those who should have been her staunchest allies.

3. Ms. Zollicoffer now stands before this Court, not only to reclaim her voice and her rights, but to expose a system that continues to fail officers of color and the communities they serve. Her story is not just one of personal injustice, but a critical call to address the deeper, systemic issues that persist in our institutions of law and order.

4. Ms. Zollicoffer brings this action to seek justice not only for herself but also to address the broader issues of discrimination and retaliation within the PGCPD, and to hold accountable those who compromised her rights during the settlement of her prior lawsuit.

5. Ms. Zollicoffer claims arise under the Ku Klux Klan Act of 1871, 42 U.S.C. § 1983, and the laws of the State of Maryland.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1343(a) because this case involves questions of federal law and because Ms. Zollicoffer seeks damages for violations of her civil rights.

7. The Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367 because the claims form part of the same case or controversy under Article III of the United States Constitution. The state law claims share all common operative facts with Ms. Zollicoffer's federal law claims, and the parties are identical. Resolving Ms. Zollicoffer's

federal and state claims in a single action serves the interests of judicial economy, convenience, consistency, and fairness to the parties.

8. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Ms. Zollicoffer's claims herein occurred within this judicial district. Venue is also proper in this Court under 42 U.S.C. § 2000e-5(f)(3) because the unlawful employment practices were committed in this judicial district, the relevant employment records are maintained in this judicial district, and there is no other judicial district that has substantial connection to Plaintiff's claims.

THE PARTIES

9. Plaintiff Sonya Lancaster Zollicoffer is an African American female and a former Lieutenant with the Prince George's County Police Department. She resides within Prince George's County, Maryland.

10. Defendant Matthew Sledgeski was, at all relevant times, employed by the Anne Arundel County Police Department. Defendant Sledgeski was assigned to conduct an internal affairs investigation into a case involving Ms. Zollicoffer. Upon information and belief, Defendant Sledgeski resides within Anne Arundel County, Maryland.

11. Defendant Fraternal Order of Police, Prince George's County, Maryland, Lodge 89, Inc. is a labor organization representing law enforcement officers employed by the PGCPD. As the recognized bargaining unit for PGCPD officers, Defendant FOP is responsible for providing legal representation to its members in disciplinary proceedings and other employment-related matters. In this capacity, Defendant FOP assigned legal counsel to represent Ms. Zollicoffer in her disciplinary proceedings and during portions of her discrimination case.

Defendant FOP's principal place of business is located at 2905 Old Largo Road, Upper Marlboro, MD 20772.

Background

12. Ms. Zollicoffer joined the PGCPD in 2001. Despite her exemplary service record, Ms. Zollicoffer faced numerous instances of race-based discriminatory treatment throughout her career. In addition to her own mistreatment, Ms. Zollicoffer witnessed multiple instances of disparate treatment towards officers of color within the PGCPD by managers and supervisors, including unfair disciplinary actions, denial or delayed promotions, and racially offensive work environments.

13. In 2015, Ms. Zollicoffer was transferred to PGCPD's Internal Affairs Division ("IAD"), where she observed firsthand the systemic discrimination in PGCPD's disciplinary processes against officers of color.

14. When Ms. Zollicoffer spoke out against the discriminatory practices, she faced negative repercussions, including increased scrutiny of her work, and attempts to undermine her authority.

15. In 2018, despite her qualifications and experience, Ms. Zollicoffer was involuntarily transferred out of the IAD to a less desirable position in PGCPD's Patrol Bureau. Ms. Zollicoffer was transferred because she spoke out against the IAD's discriminatory practices, which included filing a charge of discrimination with the Equal Employment Opportunity Commission.

16. Ms. Zollicoffer's experiences of discrimination and retaliation were not isolated incidents, but part of a broader pattern of systemic racism within PGCPD that affected numerous officers of color.

17. In December 2018, to vindicate her rights and expose the broader pattern of systemic racism within the PGCPD, Ms. Zollicoffer, together with several other officers of color employed by the PGCPD, filed a discrimination lawsuit against Prince George's County, advancing claims under 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964, and the Rehabilitation Act (*HNLEA, et al. v. Prince George's County, et al.*, Case No. 8:18-cv-03821) (hereinafter referred to as the "HNLEA Case").

18. In the HNLEA Case, Ms. Zollicoffer was represented by Arnold & Porter Kaye Scholer, LLP ("Arnold & Porter"). Ms. Zollicoffer communicated exclusively with Joanna Wasik and Dennis Corkery, two attorneys employed by Arnold & Porter.

19. From the beginning of the lawsuit, Ms. Zollicoffer made clear to Ms. Wasik and Mr. Corkery that she wanted her case heard by a jury because she believed that a jury trial would not only vindicate her personal rights but also shine a light on the broader issues of systemic discrimination within PGCPD.

20. Ms. Zollicoffer repeatedly made clear to Ms. Wasik that she felt that settling the case would neither adequately address her grievances nor bring about the systemic changes she sought within PGCPD.

21. Despite her repeated requests, Ms. Zollicoffer was unduly pressured to accept a settlement offer that she did not want to accept.

The HNLEA Case and the Settlement Procured by Duress

22. On June 29, 2021, the parties in the HNLEA Case participated in a remote mediation session on Zoom. The mediation concluded without reaching a resolution.

23. Following the conclusion of the mediation, Ms. Zollicoffer was informed by her attorneys that Prince George's County had proposed several different settlement offers. In

response to each of the settlement offers, Ms. Zollicoffer made clear that she was not interested in settling and that she wanted to have her case heard by a jury.

24. On July 7, 2021, the President of HNLEA, Joe Perez, called Ms. Zollicoffer to try to persuade her to agree to the pending settlement offer. Mr. Perez told Ms. Zollicoffer that the other ten plaintiffs had accepted their individual settlement offers, and that Ms. Zollicoffer was holding up the final settlement agreement. Ms. Zollicoffer told Mr. Perez that she was not interested in a settlement.

25. On July 9, 2021, Mr. Perez called Ms. Zollicoffer and attempted to persuade her to accept the settlement offer. Mr. Perez said that “they received everything they wanted” as far as policy reform, and asked Ms. Zollicoffer to accept the offer so that the matter could “be brought to an end.” In response, Ms. Zollicoffer again stressed that she was not interested in accepting a settlement offer and that she wanted to proceed to trial.

26. On July 14, 2021, at approximately 1:00 p.m., Ms. Wasik called Ms. Zollicoffer and attempted to persuade her to agree to the settlement offer. Ms. Zollicoffer made clear to Ms. Wasik that she had no interest in entering into a settlement agreement. The phone call lasted a total of 31 minutes.

27. On July 14, 2021, at approximately 3:56 p.m., Mr. Perez called Ms. Zollicoffer to persuade her to accept the settlement offer. Upon information and belief, prior to calling Ms. Zollicoffer, Mr. Perez spoke with Ms. Wasik about Ms. Zollicoffer’s unwillingness to agree to the County’s settlement offer.

28. On July 15, 2021, at approximately 11:09 a.m., Ms. Wasik called Ms. Zollicoffer to persuade her to accept the settlement offer. Ms. Wasik informed Ms. Zollicoffer that Prince George’s County had increased its monetary offer to her specifically, and that with the new

increased amount, Ms. Zollicoffer would be receiving more than any other plaintiff. The phone call lasted 39 minutes.

29. On July 16, 2021, at approximately 4:55 p.m. and 4:59 p.m., Ms. Wasik attempted to reach Ms. Zollicoffer to discuss the pending settlement offer. At approximately 9:59 p.m., Ms. Wasik spoke with Ms. Zollicoffer and told her that Arnold & Porter would be unable to continue to represent her from a financial standpoint if she did not settle. In response, Ms. Zollicoffer said, “So you’re forcing me to settle?” Based on their conversation, Ms. Zollicoffer reluctantly accepted the settlement offer out of fear that Arnold & Porter would cease representing her in the lawsuit.

30. Arnold & Porter did not explain to Ms. Zollicoffer that any request to withdraw from the representation would need to be reviewed and approved by the Court.

31. Arnold & Porter did not explain to Ms. Zollicoffer that the settlement would preclude her from vindicating her rights in connection with a separate internal investigation case commenced against her by the PGCPD in 2019 (i.e., SI-2019-077), which was pending at the time of the settlement. Had Ms. Zollicoffer been informed of such, she would have never agreed to settle.

32. Arnold & Porter prioritized the expediency of settlement over Ms. Zollicoffer’s express desire to proceed to trial, without adequately considering or respecting Ms. Zollicoffer’s legal objectives.

The Unjust Internal Affairs Investigation against Ms. Zollicoffer

33. During the litigation in the HNLEA Case, the PGCPD separately commenced an Internal Affairs investigation against Ms. Zollicoffer.

34. In October 2017, Ms. Zollicoffer was assigned to the Administrative Investigation Section (“AIS”) within PGCPD’s Internal Affairs Division (“IAD”). At the time, Ms. Zollicoffer was a Sergeant, and her first-line supervisor was Lieutenant Keisha Powell (“Lt. Powell”).

35. On October 20, 2017, Lt. Powell instructed Ms. Zollicoffer to investigate an administrative matter involving an excessive force complaint made by a civilian against two PGCPD officers. The administrative matter was assigned Internal Affairs Case No. 2017-053 (hereinafter referred to as “IA-2017-053”).

36. In February 2018, after Ms. Zollicoffer complained of discrimination within the IAD and after she filed an EEOC complaint alleging the same, Hector Velez, the Interim Chief of Police informed Ms. Zollicoffer that she was being immediately transferred to the PGCPD’s Patrol Bureau. Mr. Valez had previously reassured Ms. Zollicoffer that she would remain in AIS notwithstanding her discrimination complaints.

37. In April 2018, Lt. Powell asked Ms. Zollicoffer via email if she intended on taking IA-2017-053 with her, noting that it was customary to do so. Ms. Zollicoffer informed Lt. Powell that Captain Art’z Watkins (“Cpt. Watkins”) told her to leave the cases with Lt. Powell. In response, Lt. Powell advised Ms. Zollicoffer that she was permitted and expected to continue working on IA-2017-053.

38. On June 27, 2018, Cpt. Watkins assigned IA-2017-053 to Sergeant Winston Wilson (“Sgt. Wilson”). Cpt. Watkins did not inform Lt. Powell or Ms. Zollicoffer that IA-2017-053 was being reassigned to Sgt. Wilson. Cpt. Watkins instructed Sgt. Wilson to report directly and confidentially to him.

39. Captain Watkins did not file any official documentation that would have placed Lt. Powell or Ms. Zollicoffer on notice that IA-2017-053 had been reassigned to Sgt. Wilson.

Sgt. Wilson did not file any official documentation that would have placed Lt. Powell or Ms. Zollicoffer on notice that IA-2017-053 had been reassigned to him.

40. In July 2018, Sgt. Wilson informed Ms. Zollicoffer that IA-2017-053 was returned with a “buck slip” from Major Kathleen Mills, the IAD Commander, with requests that additional action be taken on the case. Sgt. Wilson sent Ms. Zollicoffer a photograph of the “buck slip,” which noted concerns about conflicting statements about the reasonableness of the force used by the officers and missing details in the Mobile Video System (“MVS”).

41. Unaware that Cpt. Watkins had reassigned IA-2017-053 to Sgt. Wilson, Ms. Zollicoffer interpreted the communication from Sgt. Wilson as a request for her to further investigate the concerns raised by Maj. Mills. The communication from Sgt. Wilson to Ms. Zollicoffer further led Ms. Zollicoffer to believe that IA-2017-053 was still assigned to her.

42. Shortly after receiving the communication from Sgt. Wilson, Ms. Zollicoffer viewed the MVS footage. While viewing the MVS footage, she discovered that seven minutes of the recording was missing. Immediately thereafter, Ms. Zollicoffer contacted Lt. Powell to confirm whether the copy of MVS footage for IA-2017-053 maintained by AIS in its database (i.e., IAPro) was complete. Lt. Powell confirmed that a portion of the MVS footage appeared to be missing.

43. On October 16, 2018, Sgt. Wilson and/or Cpt. Watkins closed IA-2017-053. Neither Sgt. Wilson nor Cpt. Watkins followed the normal and customary protocols in the AIS with respect to documenting the closure of IA-2017-053. Unlike other case closures, there was no information input into AIS’s database that would have placed Lt. Powell or Ms. Zollicoffer on notice that the case had been closed.

44. In a separate proceeding, Lt. Powell testified that she was never informed that Sgt. Wilson had been assigned to IA-2017-053, and she further testified that she did not recall signing the Disciplinary Action Recommendation that supposedly closed IA-2017-053. Unbeknownst to Lt. Powell at the time, the Disciplinary Action Recommendation for IA-2017-053 was mixed in with several other groups of cases that Cpt. Watkins had asked her to sign off on that day.

45. On several separate occasions between July 18, 2018 and April 12, 2019, Ms. Zollicoffer requested a complete copy of the MVS footage from Lt. Powell. Despite the requests, a complete copy of the MVS footage was never produced or received.

46. On April 12, 2019, Ms. Zollicoffer contacted Eliza Windsor in PGCPD's MVS Unit to request a complete copy of the MVS footage for IA-2017-053. Ms. Windsor denied the request, claiming that Ms. Zollicoffer was on a "no-duty" status and no longer assigned to AIS.

47. Ms. Windsor thereafter filed a report against Ms. Zollicoffer to Sergeant Donna Poole, alleging that Ms. Zollicoffer misrepresented facts in their discussion about her involvement in IA-2017-053. Sgt. Poole notified Cpt. Watkins of the report. Upon receiving the report, Cpt. Watkins opened an investigation against Ms. Zollicoffer, which was assigned case number SI-2019-077.

48. Cpt. Watkins transferred the case against Ms. Zollicoffer (i.e., SI-2019-077) to Defendant Sledgeski, a police officer employed by the Anne Arundel County Police Department.

49. On or about April 21, 2020, based on the results of Defendant Sledgeski's investigation, the PGCPD issued a Disciplinary Action Recommendation ("DAR") to Ms. Zollicoffer, charging her with the two violations of Department police and/or local law. The alleged violations were: (1) unbecoming conduct ("Charge 1"); and (2) "violations of laws;

misrepresentation of facts” (“Charge 2”). The DAR proposed termination of Ms. Zollicoffer’s employment with PGCPD and the imposition of a monetary fine.

50. Defendant Sledgeski’s investigation was not conducted in a neutral or unbiased manner. From the outset, Defendant Sledgeski intended to recommend Ms. Zollicoffer’s termination, irrespective of the facts uncovered during the investigation.

51. Upon receiving the DAR, Ms. Zollicoffer objected to the proposed disciplinary action and requested to be heard before an Administrative Hearing Board (“AHB”). During her tenure in the IAD, Ms. Zollicoffer never witnessed the PGCPD disciplining an officer for requesting MVS footage.

52. Defendant FOP assigned Attorney Shaun Owens to represent Ms. Zollicoffer in the AHB proceedings. At the time, Defendant FOP knew or should have known that Attorney Owens was simultaneously representing the two officers accused of using excessive force in the Internal Affairs case (IA-2017-053) that Ms. Zollicoffer had been investigating.

53. This dual representation created a clear and direct conflict of interest because Attorney Owens’s duty to zealously represent the accused officers was directly at odds with his duty to represent Ms. Zollicoffer, who had raised concerns about these officers’ conduct.

54. On multiple occasions, Ms. Zollicoffer informed Defendant FOP that she objected to the representation because of the direct conflict. Despite Mr. Zollicoffer's repeated objections, Defendant FOP refused to assign a different attorney to represent her.

55. On February 25, 2021, the AHB convened to hear Ms. Zollicoffer’s objection. During the proceeding, Ms. Zollicoffer was only permitted to call three witnesses, which included herself. The AHB refused Ms. Zollicoffer’s request to offer testimony from several

other witnesses and refused Ms. Zollicoffer's request to offer expert witness testimony from someone who would have fully exonerated her.

56. On March 1, 2021, the AHB issued an opinion affirming the charges contained within the DAR. On March 18, 2021, the AHB issued its written report outlining disciplinary recommendations. As to Charge 1, the AHB recommended that Ms. Zollicoffer be demoted to the rank of Corporal and be ineligible for a promotion to Sergeant until April 2024. As to Charge 2, the AHB recommended a suspension of 80 hours without pay.

57. On April 7, 2021, Mr. Velez issued a Final Disciplinary Action adopting the AHB's recommended discipline, with an effective date of April 9, 2021.

58. The Final Disciplinary Action forced Ms. Zollicoffer to choose between: (a) retiring from the PGCPD as a Corporal, with the ability to retain her pension as a Lieutenant; or (b) remaining employed at the rank of a Corporal for several years. As a Corporal, Ms. Zollicoffer would have received half the salary she would have earned as a Lieutenant. Ms. Zollicoffer felt as though she had no choice but to retire.

59. At a minimum, it takes six years for an officer employed by PGCPD to be promoted to the rank of Corporal to Lieutenant.

60. Ms. Zollicoffer has suffered severe emotional distress as a result of being demoted and constructively terminated based on the racially biased and unjustified investigation against her. The stress of losing her employment, combined with the humiliation of being targeted and treated unfairly due to her race, has caused Ms. Zollicoffer to experience severe anxiety, depression, and ongoing mental anguish.

61. The investigation against Ms. Zollicoffer, together with the related proceedings before the AHB, have created significant barriers to her ability to seek and obtain future employment in law enforcement and similar industries.

62. The disciplinary actions taken against Ms. Zollicoffer, based on unfounded and racially motivated DAR, have irreparably harmed Ms. Zollicoffer's professional and personal reputation. The stigma of being demoted from a Lieutenant to Corporal and that of being forced to retire under false and discriminatory pretenses has made it difficult for Ms. Zollicoffer to secure comparable employment with law enforcement or other fields.

COUNT I
Civil Conspiracy by Defendant Sledgeski to Interfere with Contractual Rights
42 U.S.C. §§ 1981 and 1983

63. Ms. Zollicoffer incorporates herein the allegations set forth in paragraphs 9 through 62, above.

64. Ms. Zollicoffer is an African American woman who, at all times relevant to this action, was employed as an officer with the PGCPD, holding contractual rights of employment with the Department.

65. Defendant Sledgeski was, at all relevant times, employed as an investigator with the Anne Arundel County Police Department and was assigned to conduct an investigation related to IA-2017-053, the internal affairs investigation against Ms. Zollicoffer.

66. At all relevant times, Cpt. Watkins was employed by the PGCPD and had supervisory authority over the internal affairs investigations within the PGCPD, including the investigation involving IA-2017-053.

67. As an African American, Ms. Zollicoffer is entitled to the full and equal benefit of all laws and proceedings, including the right to be free from racial discrimination in the enforcement of her contractual employment rights, as guaranteed by 42 U.S.C. § 1981.

68. Defendants Sledgeski and Cpt. Watkins conspired together to interfere with Ms. Zollicoffer's contractual rights in her employment with PGCPD by engaging in a racially biased, coordinated effort to manufacture a pretext for her termination, in violation of 42 U.S.C. § 1981, as enforced through 42 U.S.C. § 1983.

69. Cpt. Watkins, acting under color of state law, sought to ensure Ms. Zollicoffer's termination from PGCPD because of her race as an African American. In furtherance of this racially motivated goal, Cpt. Watkins orchestrated and directed the investigation into IA-2017-053 in such a way as to reach a predetermined conclusion that would result in Ms. Zollicoffer's termination.

70. Defendant Sledgeski, acting in concert with and under the direction of Cpt. Watkins, knowingly and intentionally conducted a biased and improper investigation into IA-2017-053. Despite the evidence showing that Ms. Zollicoffer reasonably believed she was still responsible for handling the internal affairs case, Defendant Sledgeski disregarded this evidence and conspired with Defendant Watkins to recommend Ms. Zollicoffer's termination.

71. Defendant Sledgeski, in collaboration with Cpt. Watkins, intentionally ignored evidence that supported Ms. Zollicoffer's belief that she was still responsible for IA-2017-053. Defendant Sledgeski's investigation was a mere formality, conducted to justify Ms. Zollicoffer's termination rather than uncover the truth.

72. The conspiracy between Defendant Sledgeski and Cpt. Watkins was motivated by Ms. Zollicoffer's race as an African American. No other similarly situated officers, particularly

non-African American officers, were disciplined or terminated for attempting to inquire about missing MVS video footage.

73. The actions of Defendant Sledgeski and Cpt. Watkins, acting under color of state law and in concert with each other, deprived Ms. Zollicoffer of her contractual right to fair and non-discriminatory treatment in her employment, in violation of 42 U.S.C. § 1981.

74. Defendant Sledgeski's actions were willful, malicious, and conducted in reckless disregard of Ms. Zollicoffer's rights under 42 U.S.C. § 1981.

75. As a direct and proximate result of Defendant Sledgeski's wrongful conduct, Ms. Zollicoffer was terminated from her position with PGCPD, causing her to suffer significant economic and non-economic damages.

COUNT II
Legal Malpractice by Fraternal Order of Police

76. Ms. Zollicoffer incorporates herein the allegations set forth in paragraphs 9 through 62, above.

77. At all relevant times, a fiduciary and attorney-client relationship existed between Ms. Zollicoffer and Defendant FOP because Defendant FOP undertook to provide legal services to Ms. Zollicoffer in connection with the proceedings before the AHB. This relationship imposed upon Defendant FOP a duty to exercise the degree of skill, care, and diligence commonly exercised by attorneys in similar circumstances.

78. Defendant FOP breached its duty of care to Ms. Zollicoffer in multiple ways, including:

- a) Failing to inform Ms. Zollicoffer about potential claims she could bring against the PGCPD for retaliation and discrimination, despite her repeated complaints about such treatment;

- b) Failing to advise Ms. Zollicoffer about the statute of limitations for bringing retaliation or similar employment claims, causing her to lose valuable legal rights;
- c) Failing to provide Ms. Zollicoffer with conflict-free representation, placing its own interests and the interests of other parties above those of Ms. Zollicoffer; and
- d) Assigning Attorney Owens to represent Ms. Zollicoffer with knowledge that Attorney Owens was simultaneously representing the two officers accused of using excessive force in the internal affairs case (IA-2017-053) that Ms. Zollicoffer had been investigating.

79. Despite being fully aware of the terms of the settlement agreement, Defendant FOP did not inform Ms. Zollicoffer that by accepting the settlement, she would lose the right to appeal or challenge the pending dispute involving the DAR, the AHB, and IA-2017-053.

80. While representing Ms. Zollicoffer, Defendant FOP did not inform her of the potential claims she could bring against the PGCPD despite her repeated complaints of discrimination and retaliation. Nor did Defendant FOP inform Ms. Zollicoffer about the statute of limitations for bringing retaliation or similar employment claims.

81. As a direct result of Defendant FOP's wrongful conduct, Ms. Zollicoffer has and continues to suffer substantial harm.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Sonya Lancaster Zollicoffer respectfully request that the Court enter judgment on the Amended Complaint, in her favor and against Defendants Matthew Sledgeski and the Fraternal Order of Police, Prince George's County, Maryland, Lodge 89, Inc., as follows:

- A. Award Ms. Zollicoffer compensatory damages for the harm she suffered as a result of Defendants' conduct, in fair and reasonable amount to be determined at trial;
- B. Award Plaintiff punitive damages against Defendant Sledgeski, in an amount that sufficiently punishes, penalizes, and/or deters his unlawful conduct;

- C. Award Ms. Zollicoffer pre-judgment interest and post-judgment interest;
- D. Award Ms. Zollicoffer the costs and fees she incurred in connection with this action, including reasonable attorneys' fees; and
- E. Grant Ms. Zollicoffer such other relief as the Court deems just and proper, including additional injunctive and declaratory relief as may be required in the interest of justice.

Dated: October 21, 2024

/s/ Jordan D. Howlette

JORDAN D. HOWLETTE
D. Md. Bar No.: 21634
Managing Attorney
JD Howlette Law | Justly Prudent
1140 3rd St. NE
Washington, DC 20002
Tel: (202) 921-6005
Fax: (202) 921-7102
jordan@jldhowllettelaw.com
Counsel for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SONYA LANCASTER ZOLLICOFFER,
14302 Bowsprit Lane
Laurel, Maryland 20707

Plaintiff,

v.

PRINCE GEORGES COUNTY POLICE
DEPARTMENT ("PGPD"), a municipal corporation; the
FRATERNAL ORDER OF POLICE ("FOP"), a non-
governmental organization; MAJOR ART'Z WATKINS,
an individual; MRS. ELIZA WINDSOR, an individual;
SHAUN OWENS, ESQ., an attorney; SGT WINSTON
WILSON, an individual; SGT MATTHEW
SLEDGESKI, an individual; SGT DONNA POOLE, an
individual; MAJOR KATHLEEN MILLS, an individual;
INTERIM CHIEF HECTOR VELEZ, an individual;
and

~~Howard County Police Defendants:~~

~~MAJOR MARY LEVY, an individual; CAPTAIN
CORY ZIRK, an individual; LIEUTENANT THOMAS
TRODDEN, an individual,~~

~~and JOHN & JANE DOES 1-100.~~

~~Defendants.~~

)
)
) Civil Action No.: _____
)

) COMPLAINT
)

) ALLEGING:
)

-) ~~• ANTICIPATORY BREACH OF~~
-) ~~CONTRACT~~
-) ~~• NEGLIGENT~~
-) ~~MISREPRESENTATION~~
-) ~~• RICO~~
-) ~~• MARYLAND COMMON LAW~~
-) ~~CONSPIRACY~~
-) ~~• FRAUD~~
-) ~~• INTENTIONAL INFLICTION OF~~
-) ~~EMOTIONAL DISTRESS~~
-) ~~• ABUSE OF PROCESS~~
-) ~~• TORTIOUS INTERFERENCE WITH~~
-) ~~ECONOMIC RELATIONSHIPS~~
-) ~~• RETALIATION~~

) JURY TRIAL DEMANDED
)

COMPLAINT

COMES NOW Plaintiff, SONYA LANCASTER ZOLLICOFFER (hereinafter "**Plaintiff**" or "**Lancaster**"), appearing *pro se*, and brings this action against the Defendants listed in the above caption, and seeks relief from this Court for the damage and devastation done to her life, profession, and reputation by the Defendants' intentional, illegal, and malicious actions in violation of the Federal Racketeer Influence Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-68, civil conspiracy under 42 U.S.C. § 1985(3), Maryland common law civil conspiracy, anticipatory breach of contract, retaliation under Title VII, 42 U.S.C. §2000e-3(a), Maryland Fair Employment Practices Act ("FEPA"), MD. CODE ANN., STATE GOV'T § 20-1001 *et seq.*, violations of due process under the 4th & 5th Amendments to the US Constitution, and retaliation under MD Code Ann., Public Safety § 3-103(d), violations of rights under color of authority as barred by 42 USC § 1983, and various state & federal laws prohibiting abuse of process, negligent misrepresentation, tortious interference with economic relationships, obstruction of justice, destruction of evidence, fraud, intentional infliction of emotional distress, and malfeasance in employment and employment contracts. Plaintiff respectfully pleads as follows:

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~I. JURISDICTION AND VENUE~~

~~This Court has jurisdiction over the subject matter of this action pursuant to §§ 6-102 and 6-103 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland because all of the defendants are municipal corporations, non-governmental organizations, business entities properly registered to do business in the State of Maryland and regularly conduct business in the State, or individuals who either reside or are employed in the State of Maryland and have significant contacts thereto.~~

~~Moreover, this Court has federal subject matter jurisdiction of the federal questions raised by the RICO claim, 4th and 5th Amendment constitutional claims, 42 USC § 1983, as federal questions pursuant to 28 U.S.C. §§ 1331 and 18 U.S.C. § 1964(c) (civil remedies for RICO violations); and supplemental jurisdiction of the state law claims pursuant to 28 U.S.C. § 1367(a).~~

~~Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and 18 U.S.C. § 1965. Furthermore, venue is proper in this Court pursuant to §§ 6-201(b) and 6-201 (3), (4) of the Maryland Courts and Judicial Proceedings Article of the Annotated Code of Maryland because Prince Georges County, Maryland is the county in which all the relevant actions and events took place. In addition, because there is more than one defendant, and there is no single venue applicable to all the defendants, under §§ 6-201 (a), all may be sued in this county because Prince Georges County is where this cause of action arose. Moreover, venue is proper because there are several federal statutes and questions at issue in this matter.~~

~~Each of the Defendant corporations, NGOs, and businesses has or had fifteen or more employees during each working day in each of at least twenty weeks in the current or preceding calendar year.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~All references in this complaint to specific statutes, codes and regulations include any successors to those statutes, codes, and regulations.~~

~~This matter is timely filed in that the act that first established the harm caused to Lancaster by the Defendants occurred on April 9, 2021. On that date, the PGPD Interim Chief of Police, informed Lancaster's attorney that the recommendations of the hearing board were accepted in part and that Lancaster was to be penalized in a manner that would cause her considerable harm. Until that date, the possibility that all the actions of the Defendants described herein could cause Lancaster any harm was speculative at best.~~

~~II. NATURE OF THE ACTION~~

~~This is an action to redress the deprivation by the Defendants of Plaintiff's rights, privileges, and immunities secured by Section 1983 of the Civil Rights Act of 1871. The deprivation of Plaintiff's rights by the Defendants was at all times under the color of state law, in derogation of Plaintiff's rights secured by 42 USC § 1983.~~

~~This action also seeks to redress the discriminatory application of personnel policies or rules based on Lancaster's proper right and privilege to seek redress of grievances from the Court for the violations of her rights based on her race and age. The deprivation of Plaintiff's rights by the Defendant's violations of Plaintiff's rights secured by Title VII of the Civil Rights Act of 1964 & 1991, 42 USC §§ 2000e *et seq.*, the Civil Rights Act of 1870, 42 U.S.C. § 1981, the Age Discrimination in Employment Act ("ADEA"), 29 USC §§ 621, 626 *et seq.*, the Consolidated Omnibus Budget Reconciliation Act of 1985 (29 U.S.C. §§ 1161 *et seq.*), the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 *et seq.*), the Family and Medical Leave Act ("FMLA") (29 U.S.C. §§ 2601 *et seq.*), the Fair Labor Standards Act (29 U.S.C. §§ 201 *et seq.*), the Annotated Code of Maryland, the Prince George's County Code, and any other law, constitutional provision, statute,~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~regulation or ordinance of any kind, including those prohibiting employment discrimination or governing employment.~~

~~This action seeks to redress the retaliation the Plaintiff faced from the defendants. This retaliation occurred because she filed an EEOC complaint, and joined in a multiparty lawsuit, in an attempt to assert her rights under the above cited federal and state laws and tried to fulfill her duties legally and faithfully as required by the Prince Georges County Police Department (“PGPD” or “Defendant”), her supervisors, the PGPD employment manuals, and the employee policies & procedures. It also happened because she sought to assert her rights secured by the Fifth and Fourteenth Amendments to the Constitution of the United States of America and by Title VII of the Civil Rights Act of 1964, 42 USC § 2000 et seq., in violation of Section 704(a) of the Civil Rights Act of 1964, as amended.~~

~~III. PARTIES~~

~~Plaintiff, SONYA Lancaster Zollicoffer is a natural person currently residing at 14302 Bowsprit Lane, Laurel, Maryland 20707. At all times herein relevant, the plaintiff, Lieutenant SONYA LANCASTER ZOLLICOFFER,~~

~~c/o JD Howlette Law~~

~~Case No. 8:24-cv-00679-TDC~~

~~1140 3rd St. NE, Suite 2180~~

~~Washington, DC 20002~~

~~DEMAND FOR JURY TRIAL~~

~~Plaintiff,~~

~~v.~~

~~MATTHEW SLEDGESKI,~~

~~c/o Office of Law~~

~~2660 Riva Road, 4th Floor~~

~~Annapolis, MD 21401~~

~~FRATERNAL ORDER OF POLICE,
PRINCE GEORGE’S COUNTY, MD,
LODGE 89, INC.,~~

~~2905 Old Largo Road~~

~~Upper Marlboro, MD 20772~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~Defendants.~~
~~_____~~
~~_____ /~~

AMENDED COMPLAINT

~~Plaintiff Sonya Lancaster Zollicoffer (“**Plaintiff**” or “**Lancaster**”), was employed by the PGPD.~~

~~Defendant PGPD is a Maryland Municipal Corporation duly licensed under laws of Maryland with an address at 8801 Police Plaza, Upper Marlboro, Maryland 20772.~~

~~Defendant the FRATERNAL ORDER OF POLICE (“**FOP**”) has an address at Fraternal Order of Police, Maryland State Lodge, 1506 Leslie Rd., Baltimore, MD 21222. At all times herein relevant, the FOP engaged Defendant Attorney Shaun Owens to represent the Plaintiff, intentionally and with malice aforethought, creating a fatal conflict of interest because Attorney Owens was also assigned by the FOP to represent the two officers charged with excessive use of force by Lancaster in AIS case #: IA2017-053 (hereinafter the “AI Case”).~~

~~Defendant Shaun F. Owens, Esq. is an attorney with the law firm of Schlachman, Belsky, Weiner & Davey, P.A. with offices at 2905 A Old Largo Road, Upper Marlboro, MD 20773, sowens@sbwlaw.com. At all times herein relevant, Owens was assigned to represent the Plaintiff by Defendant FOP. The FOP also assigned Owens to represent the two officers charged with criminal violations by Lancaster in the IA Case.~~

~~Defendants Captain Art’z Watkins, Mrs. Eliza Windsor, Sgt Winston Wilson, Sgt Donna Poole, Major Kathleen Mills, Interim Chief Hector Velez have been at all relevant times employees, officers, supervisors, commanders, and representatives of the PGPD and upon information and belief have engaged in a RICO conspiracy to commit the wrongful acts alleged herein and are jointly and severally liable for the wrongful acts alleged herein.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~Defendant SGT MATTHEW SLEDGESKI at all times herein relevant was an officer in the Anne Arundel Police Department engaged by the conspirators in the PGPD to trump up bogus charges against Lancaster and thus was a willing participant in the RICO and Maryland conspiracy alleged herein. His most severe recommendation was to terminate Lancaster for doing her job; an unprecedented penalty for merely requesting evidence.~~

~~Defendants Major Mary Levy, Captain Cory Zirk, and Lieutenant Thomas Trodden have been at all relevant times employees, officers, directors, agents, and/or representatives of the Howard County Police Department. In their capacities as the judges of the PGPD Administrative Hearing Board (“AHB”), they committed various acts of malfeasance and abuse of process. They displayed a total disregard for the truth, due process of law, and totally abrogated their sworn and fiduciary obligations to provide Lancaster a fair and honorable hearing based on evidence. In furtherance of the conspiracy, they willfully and maliciously violated Lancaster’s 4th, 5th, and 6th Amendments rights under the US Constitution. Upon information and belief, they conspired to commit the wrongful acts alleged here and are jointly and severally liable for the wrongful acts alleged herein.~~

~~IV. FACTUAL ALLEGATIONS~~

~~The case of Lt. Sonya Lancaster Zollicoffer (the “Plaintiff” or “Lancaster”) against the Prince George’s County Police Department (“PGPD”) was a tangled web of discrimination, retaliation, and conspiracy. At the heart of the matter was Lancaster’s involvement in a federal lawsuit against PGPD alleging employment discrimination, which resulted in a \$26 million judgment against the department. *Hispanic National Law Enforcement Association, NCR, et al. v. Prince George’s County, et al.*, Case No.: 8:18-cv-03821-TDC (D. Md. 2021) (hereinafter “HNLEA” or “Hispanic”).~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~In the instant complaint, the Plaintiff alleges and will prove that the Defendants acting jointly and severely, conspired to cover up the actions of the officers accused of excessive force by Lancaster in the AIS case#: IA2017-053 (hereinafter the "IA Case"). Opportunistically, or by premeditation and intent, the conspirators used the IA Case to create a trap for Lancaster that would allow them to fabricate, out of whole cloth, fraudulent charges that would allow them to remove her from the PGPD either by retirement, termination, or both. One of the objectives of these actions was to ensure that they could complete the destruction of Lancaster's career and livelihood before the *Hispanic* matter could be resolved either by judgment or settlement in anticipation that a judgment or settlement would bar them from taking any such actions against Lancaster in the future.~~

~~In furtherance of the conspiracy, Lancaster, a former Sergeant and Lieutenant in the PGPD internal affairs division and later a Lieutenant in the patrol division, found herself facing retaliatory disciplinary actions that were unfounded and lacked evidentiary support. It appears that these actions were orchestrated to retaliate against Lancaster for filing the EEOC complaint and for joining the *Hispanic* lawsuit as a named Plaintiff.~~

~~Plaintiff will show that a co-conspirator and a key player in this drama was the Fraternal Order of Police (the "FOP"), which failed to assign an unbiased attorney to represent Lancaster. Instead, they appointed Shaun Owens, who was already representing the two officers accused by Lancaster of using excessive force in the Case. Owens' refusal to recuse himself despite the clear conflict of interest indicates that he was complicit and a willing participant in the conspiracy to protect the offending officers and retaliate against Lancaster.~~

~~Despite Lancaster's objections, Owens remained her counsel throughout the case. It should have been evident to any competent attorney that the charges against Lancaster were retaliatory~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~and defamatory and that claims needed to be brought forth in a timely fashion to avoid being time-barred. Owens' failure to advise Lancaster of the risk to her rights under Maryland and federal employment, discrimination, and defamatory laws raises questions about his allegiance and his commitment to providing Lancaster zealous representation.~~

~~The events surrounding Lancaster's case pointed to a deliberate, intentional, and malicious decision to join the conspiracy against her, while simultaneously committing malpractice. The attempts to fire her, fine her, and force her to choose between losing her pension or being demoted to Corporal and taking a street assignment, despite her known medical issues, further underscored the retaliatory nature of the charges against her.~~

~~In conclusion, the case of Lt. Sonya Lancaster Zollicoffer was not just about one officer's fight against unjust disciplinary actions, but a stark example of how power dynamics, conflicts of interest, and legal malpractice can intersect to deny justice and fair treatment.~~

~~**a. Who is Sonya Lancaster Zollicoffer?**~~

~~Plaintiff, SONYA Lancaster Zollicoffer is a natural person currently residing at 14302 Bowsprit Lane, Laurel, Maryland. 20707. At all times herein relevant, the plaintiff, Lieutenant Sonya Lancaster Zollicoffer (“**Plaintiff**” or “**Lancaster**”), was employed by the Prince George's County Police Department (“**PGPD**” or “**Defendant**”).~~

~~In October 2017, Lancaster was a sworn law enforcement officer holding the rank of Sergeant. Lancaster was assigned to the Administrative Investigation Section (“**AIS**”) of the PGPD Internal Affairs Division.~~

~~On or about October 20, 2017, Lieutenant Keisha Powell (hereinafter, “**Powell**”), Lancaster's supervisor, assigned Lancaster to investigate an administrative matter assigned IA Case No.: 2017-053 (the “**IA-Case**” or “**IA2017-053**”). The matter involved a complaint by a~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~citizen related to a traffic stop against two PGPD police officers for the use of excessive force and violations of the citizen's rights under 42 USC § 1983.~~

~~**b. The Transfer**~~

~~Lancaster had served dutifully as a Sargent in the PGPD AIS, known for her meticulous and incorruptible approach to cases. During her tenure in AIS, she was promoted to Lieutenant having successfully taken the Lieutenant's exam. However, shortly thereafter, in February of 2018, her tenure in AIS ended abruptly with a transfer to patrol division, after the Interim Chief of Police had promised that she could stay in AIS.~~

~~Although, Lancaster was unaware at the time, the transfer was a sinister attempt to mask the first significant act of the Conspiracy. The purpose of the transfer was to cover up the illegal actions of the two officers charged in the IA Case and to retaliate against Lancaster for the multiparty, employment discrimination lawsuit being heard in this Court. *Hispanic National Law Enforcement, NCR, et al. v. Prince George's County, Maryland, et al.*, Case No. 8:18-cv-3821-TDC (D.Md. 2021) ("*Hispanic*").~~

~~In April 2018, Lt. Powell emailed Lancaster, asking if she was taking the IA Case with her to complete it; indicating it was customary. Lancaster responded, stating that Captain Watkins had said to leave the cases with Powell. Lancaster was advised by Powell that she was permitted and expected to continue working on the IA Case.~~

~~**c. The Reassignment**~~

~~On June 27, 2018, Captain Watkins assigned Internal Investigation IA2017-053 (the "**IA Case**") to Sergeant Winston Wilson and instructed him to report directly and confidentially to Watkins. Wilson quietly assumed control of the investigation. And so began the deception that would lead Lancaster to commit acts that were legal, professional, and appropriate upon her~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~information and belief, yet were fraudulently deemed in violation of career ending policies and painted her as dishonest and untrustworthy.~~

~~Pursuant to specific orders from Watkins, Wilson never informed either Lancaster or Powell, his direct supervisor, that the IA Case was now assigned to him. Wilson never filed any official documentation that the IA Case had been assigned to him.~~

~~Captain Watkins never informed Lancaster or Powell that he had reassigned the case to Wilson. Watkins never filed any official documentation within or without AIS regarding the reassignment of the IA Case to Wilson. On February 25, 2021, during a trial held by the *Administrative Hearing Board (“AHB”)*, AIS Case #: S12019-077, Watkins testified that he did not inform anyone that he assigned Wilson to the IA Case. He further testified that he did not file any documentation with AIS or PGPD that Wilson had been assigned the case.~~

~~In furtherance of the deception necessary to maintain the conspiracy, after the reassignment to Wilson the IA Case status was no longer reported on the sheet that is distributed to all AIS investigators to show what cases are still open and who each case was assigned to. Thus, there was no way for Powell, Lancaster, or anyone other than Watkins, Wilson and their co-conspirators, to know that the case was reassigned or subsequently closed on October 16, 2018. This deception was effective and used strategically at the AHB to make it appear that Powell and Lancaster lacked credibility.~~

~~**d. The Buck Slip**~~

~~In July 2018, Sgt. Wilson notified Lancaster that IA2017-053 was returned with a “buck slip” from Major Kathleen Mills, the commander of the Internal Affairs Division, requesting additional actions. Wilson sent Lancaster a photograph of the “buck slip,” which indicated~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~concerns from Mills regarding conflicting statements about the reasonableness of force used and missing details in the Mobile Video System (“MVS”). Thus, setting the trap to ensnare Lancaster.~~

~~Lancaster, unaware of the reassignment of the IA Case to Wilson, interpreted Wilson's communication as an indication that, consistent with the instructions from Powell, the IA Case was still her responsibility. Absent any contrary indication from anyone including, without limitation, Wilson, Powell, Watkins, or Mills, Lancaster reasonably believed that the case was returned to her for further action. Consistent with the instructions from Powell, this communication confirmed to Lancaster that the IA Case was her case.~~

~~Upon reviewing Mills' comments, Lancaster viewed the Mobile Video System (“MVS”) footage on her thumb drive. Upon discovering that her copy was missing 7 minutes of video footage, Lancaster contacted Lt. Powell to inquire as to whether the copy of the video maintained by AIS in the IAPro database was complete. Powell confirmed that the IAPro footage appeared to be missing a segment. Having a good faith belief that the case was still her's; Lancaster decided to investigate further. Significantly, the missing 7 minutes contained the video depicting the excessive use of force by the officers cited in the IA Case.~~

~~On several occasions between July 18, 2018, and April 12, 2019, Lancaster requested, unsuccessfully, that Powell obtain the official copy of the MVS video. The last time Lancaster inquired about the missing video footage was in early April 2019. Powell responded, “I don't know Sonya. I never got your case back from the Captain.” Thus verifying that as of April 2019, Powell was unaware of the closed status of the IA Case. Plaintiff contends that Watkins, and others acting in furtherance of the conspiracy, conspired to deceive Powell into signing the DAR on October 16, 2018, absent her knowledge or consent.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~In early April, 2019, Lancaster again asked Powell to officially request the MVS video. Powell responded that she was scared. Lancaster states that, "Powell was afraid to get involved. "She said it every time I called her and asked her did she get another copy of the video." That raises the question: What was Powell afraid of?~~

~~Lancaster then decided to request the official MVS video from Windsor.~~

~~**e. The Investigation**~~

~~On April 12, 2019, Lancaster, believing that the IA Case was still under her jurisdiction, contacted Ms. Eliza Windsor of the PGPD MVS Unit to ascertain if the original department footage related to the case was complete. Windsor reported that Lancaster requested a copy of the MVS video because the IA Case had been "kicked back to her" and that she needed a complete video. She also inquired whether her colleague, Sgt Farana Abdul, could obtain a copy of the video on her behalf. Windsor denied both requests.~~

~~Absent any solicitation or request from Lancaster, Sgt Abdul, aware that her co-worker needed the video and on her own volition, requested a copy of the video because she was in the same building as Windsor.~~

~~Windsor, however, denied all these requests. To justify her denials, Windsor said that she believed that Lancaster was on "no duty" status and no longer assigned to AIS. Windsor emphasized that departmental policy prohibited the dissemination of MVS videos without adherence to strict protocols without offering any insight on what those were. Upon information and belief, Windsor's duty and the correct process was to check Lancaster's unexpired authorization on file and release the requested evidence to Lancaster.~~

~~Upon denial of the request, Windsor claimed that Lancaster then asked Windsor to "critique" the MVS footage to determine if the segment showing the use of force was still present~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~on the MVS copy, a request that Windsor also declined. In her report to Sgt. Poole, Windsor reported Lancaster's request as a misrepresentation of facts. Windsor's account of this interaction later became a focal point in the disciplinary action against Lancaster.~~

~~**f. The Disciplinary Action**~~

~~Upon receiving Windsor's report, Sgt Donna Poole (hereinafter "Poole") notified Watkins. Watkins immediately, without consulting Lancaster, arranged to have the allegations against Lancaster assigned AIS case number SI2019-077. To avoid having Powell or anyone at PGPD discovering the matter, Watkins transferred the case to Sergeant Zollicoffer), for her amended complaint against Defendants Matthew Sledgeski (hereinafter "Defendant Sledgeski") of the Anne Arundel County Police Department for further investigation. On April 9, 2020, based on Sledgeski's investigation, PGPD, AIS division issued a Disciplinary Action Recommendation ("DAR"), charging Lancaster with two (2) violations of departmental policy and/or local law: "Unbecoming Conduct" and "Violation of Laws; Misrepresentation of Facts." The PGPD sought to terminate Lancaster and impose a monetary fine.~~

~~Powell testified that she was never informed that Wilson was assigned the IA Case. Moreover, she testified that she did not recall signing the DAR ("Disciplinary Action Recommendation") that closed the case on October 16, 2018.~~

~~Upon information & belief, Watkins had Powell sign off on many cases at once with no opportunity to review each case file that she signed. Unbeknownst to Powell, the IA Case was surreptitiously mixed in with the group of cases Watkins asked her to sign. Thus, consistent with her testimony, Powell had no recollection of signing the case DAR or that the case was closed. Lancaster states that when Watkins told Powell to sign the cases that included IA2017-053, "Powell didn't look at the cases, she just signed off on them and sent them back up to Mills."~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~**g. The Legal Battle**~~

~~On or about April 21, 2020, Lt. Sonya Lancaster Zollicoffer ("Lancaster") was served with a copy of the Disciplinary Action Recommendation (DAR). Exercising her rights under MD Code Ann., Public Safety § 3-107, Lancaster rejected the recommended discipline and requested an Administrative Hearing Board ("AHB") to be convened to consider the charges and evidence against her. The AHB was convened on February 25, 2021. At this point, Lancaster believed that this was purely an internal matter, that she was still assigned the IA Case, that the evidence was clear that she acted properly and in faithful execution of her supervisor's instructions, and thus had no reason to believe that she was in any jeopardy of this inquiry having any adverse effect on her career and livelihood. In Lancaster's experience, investigations of this sort, absent any consequences, were commonplace in police departments.~~

~~PGPD elected to use sworn members of the Howard County Police Department instead of PGPD employees. A common tactic used by the PGPD when they were trying to avoid liability or responsibility for trying to unfairly or illegally discipline or discharge an employee.~~

~~During the hearing, PGPD called witnesses including Watkins, Poole, and Windsor. Lancaster presented testimony from Powell and Wilson, and she also testified on her own behalf. Closing arguments were presented on February 25, 2021, and the AHB adjourned for deliberations until March 1, 2021.~~

~~The Howard County AHB Judges, absent any reasonable justification, denied Lancaster several witnesses permitting her to present only 3 witnesses. Significantly, they denied Lancaster any expert witnesses that Lancaster believes would have fully exonerated her.~~

~~During the hearing, PGPD called witnesses including Watkins, Poole, and Windsor. Lancaster presented testimony from Powell and Wilson, and she also testified on her own behalf.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~At the AHB, Lancaster testified that she was never informed that Wilson was assigned the IA Case and that, “I had no idea my case was closed.”~~

~~Watkins seemed to argue indirectly, that because Powell had executed the DAR on October 16, 2018, by April 2019 she must have known that the IA Case was closed, and that Sgt. Wilson had been assigned the IA Case.~~

~~But Powell testified that she was never informed that Wilson was assigned the IA Case. Moreover, she testified that she did not recall signing the DAR (“Disciplinary Action Recommendation”) that closed the case on October 16, 2018.~~

~~Lancaster informs us that Watkins had Powell sign off on many cases at once with no opportunity to review each case file that she signed. Lancaster states that when Watkins told Powell to sign the group of cases that included the IA Case, “Powell didn’t look at the cases, she just signed off on them and sent them back up to Mills.” Thus, consistent with her testimony, Powell had no knowledge or recollection of signing the IA Case DAR, that it had been transferred to Wilson, or that the IA Case was closed. Yet, in furtherance of the conspiracy, the AHB found that Powell was not credible because she signed the document and could not explain how her signature appeared thereon.~~

~~On March 1, 2021, the AHB issued an opinion finding Lancaster guilty of both Charges 1 and 2. The AHB adjourned to consider the appropriate disciplinary recommendation. On or about March 18, 2021, the AHB issued its written report outlining disciplinary recommendations. This was sent by email to Shaun Owens on March 31, 2021 by Robert Harvin, the Acting Assistant Chief of Police. Harvin informed Owens and Lancaster that the Board findings were not yet final, and no disciplinary action had been accepted or taken. Harvin indicated that Lancaster had 5~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~business days to submit a brief containing documents, facts, and legal arguments for his consideration prior to determining the final action to be taken.~~

~~As to Charge 1, the AHB recommended that Lancaster be demoted to the rank of Corporal with ineligibility to participate in the promotional process to Sargent until April 2024. Regarding Charge 2, the AHB recommended a suspension of eighty (80) hours without pay. On April 7, 2021, Interim Chief of Police Hector Velez issued a Final Disciplinary Action adopting the AHB's recommended sanctions, with an effective date of April 9, 2021.~~

~~Until April 7, 2021, Lancaster did not know, nor could have known what actions would be taken against her, if any at all. In her 20 years with the PGPD, she had never heard of anyone being terminated or disciplined for requesting a Video, files, evidence, or records under any circumstances. She believed the entire time that she would be exonerated because there was no evidence whatsoever that she had committed any offense and certainly not the offenses that she was accused of. Moreover, through all these processes, apart from the emotional harm and impact, Lancaster had experienced no harm and suffered no loss in that she was still a full Lieutenant, on full pay, and all proceedings were internal to the Police Department.~~

~~The earliest that it can be said that Lancaster was aware that she could suffer harm to her career and income was March 31, 2021 when she received the report from Harvin through her attorney Owens.~~

~~Lancaster was presented with a paradoxical dilemma that can best be categorized as a Catch 22 scenario. Option one: Lancaster was offered to embark on a many year's path where she would be demoted to Corporal earning less than ½ her current Lt. pay, docketed 80 hours pay, then 3 years later allowed to take the Sargent's exam, then possibly 2 years later, or more, the Lieutenant's exam. Option two: was that she would be demoted to Corporal, then allowed to retire~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~as a Corporal, but receive the Lieutenant's pension. Given that the Lieutenant's pension was greater than a Corporal's salary, on April 12, 2021, Lancaster was forced to retire from the Prince George's County Police Department. And, thus the coconspirators and tortfeasors had fully achieved their objectives.~~

~~**h. The Alleged Malpractice**~~

~~Shaun Owens, Lancaster's legal representative appointed by the Fraternal Order of Police (FOP), had a conflict of interest as he was also defending the officers against charges brought by Lancaster in the IA Case. Despite Lancaster's objections, Owens accepted the assignment, jeopardizing Lancaster's case.~~

~~Lancaster states that Owens did not want to have Sgt. Wilson testify because as Owens stated, "I don't think Wilson will be a good witness." But, Wilson is how Lancaster found out about the "buckslip" from Maj. Mills and thus key to the ongoing conspiracy. But for Wilson contacting Lancaster about the "buck slip," and indicating that Mill's was requesting more, Lancaster would never have requested the video. Wilson was aware that no one knew that he was assigned the case. That Owens failed to interview witnesses that were to testify on her behalf. Lancaster states that Owens was trying to keep Wilson from testifying that the case was assigned to him in confidence.~~

~~Owens failed to inform Lancaster that she was facing time bars on significant claims related to her case. Owens knew that the scope and nature of the charges against her, absent any evidence to support them, were highly likely retaliation against Lancaster for her role in the *Hispanic* case. Yet, Owens did not offer to raise the claim.~~

~~In Maryland, a defamatory communication constitutes defamation *per se* if it would tend to injure the plaintiff in her trade, business, profession, or office. Owens knew that Lancaster was~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~accused by the Defendants of being dishonest and deceitful causing her substantial professional injury. At no time did Owens inform Lancaster that the statute of limitations in Maryland for defamation was only one year and that she should file a claim or be time barred.~~

~~In the instant complaint, the Plaintiff alleges and will prove that the Defendants acting jointly and severely, conspired to cover the actions of the officers accused of excessive force by Lancaster in the IA Case. Opportunistically, or by premeditation and intent, the conspirators used the Case to create a trap for Lancaster that would allow them to fabricate, out of whole cloth, fraudulent charges that would allow them to remove her from the PGPD either by retirement, termination, or both. One of the objectives of these actions was to ensure that they could complete the destruction of Lancaster's career and livelihood before the *Hispanic* matter could be resolved either by judgment or settlement in anticipation that a judgment or settlement would bar them from taking any such actions against Lancaster in the future.~~

~~In furtherance of the conspiracy, Lancaster, a former Sergeant in the PGPD internal affairs division and later a Lieutenant in the patrol division, found herself facing retaliatory disciplinary actions that were unfounded and lacked evidentiary support. It appeared that these actions were orchestrated to retaliate against Lancaster.~~

~~Plaintiff will show that a co-conspirator and a key player in this drama was the Fraternal Order of Police (the "FOP"), which failed to assign an unbiased attorney to represent Lancaster. Instead, they appointed Shaun Owens, who was already representing the two officers accused by Lancaster of using excessive force in the IA Case. Owens' refusal to recuse himself despite the clear conflict of interest indicates that he was complicit and a willing participant in the conspiracy to protect the offending officers and retaliate against Lancaster.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~Despite Lancaster's objections, Owens remained her counsel throughout the case. It should have been evident to any competent attorney that the charges against Lancaster were retaliatory and defamatory and that claims needed to be brought forth in a timely fashion to avoid being time-barred. Owens' failure to advise Lancaster of the risk to her rights under Maryland and federal employment, discrimination, and defamatory laws raises questions about his allegiance and his commitment to providing Lancaster zealous representation.~~

~~The events surrounding Lancaster's case pointed to a deliberate, intentional, and malicious decision to join the conspiracy against her, while simultaneously committing malpractice. The attempt to fire her, fine her, and force her to choose between losing her pension or being demoted to Corporal and taking a street assignment, despite her known medical issues, further underscored the retaliatory nature of the charges against her.~~

~~In conclusion, the case of Lt. Sonya Lancaster Zollicoffer was not just about one officer's fight against unjust disciplinary actions, but a stark example of how power dynamics, conflicts of interest, and legal malpractice can intersect to deny justice and fair treatment.~~

V. — CAUSES OF ACTION

COUNT I —

ANTICIPATORY BREACH OF CONTRACT

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 70 as if fully set forth herein.~~

~~Anticipatory breach of contract is a breach committed before there is a present duty of performance, and results from words or conduct showing a clear intent to refuse performance in the future. To succeed on a claim for anticipatory breach of contract the words or conduct renouncing performance must be a positive, distinct, unequivocal, and an absolute refusal to perform the contract.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~During the settlement negotiations and upon signing, the Defendants promised an end to the retaliation and injurious behavior of this nature. As part of the breached Settlement Agreement, Plaintiff agreed not to sue the Defendants for these acts believing that the Defendants would keep their promises and perform. But as is now clear, at the time defendant made the promises to Plaintiff, defendant had no intention of performing and were engaged in intentionally and maliciously breaking their promises.~~

~~The Defendants realized that by breaching in anticipation of executing the Settlement Agreement, that they would never have to perform if they succeeded in the prime objective—to remove and eliminate Lancaster from the PGPD once and for all.~~

~~Having accomplished that, thanks to the AHB's Kangaroo court, they readily agreed not to retaliate, discriminate, or do any of the prohibited acts because they had already done all the acts that could be done to hurt Lancaster and had achieved everything that they wanted to achieve in their quest to damage, injure, and destroy Lancaster's career. There simply was nothing left to do.~~

~~So, what did Lancaster receive as consideration for her agreement not to sue—nothing! And it is black letter contract law that an agreement, absent consideration, fails on its own terms for lack of consideration.~~

~~At the time these representations were made by Defendants and at the time Plaintiff took the actions alleged by Defendants, the Plaintiff was ignorant of the falsity of Defendants' representations by omission and believed the truth to be the facts absent the omissions.~~

~~Plaintiff was ignorant of Defendants' secret intentions not to perform, and Plaintiff could not, in the exercise of reasonable due diligence, have discovered Defendant's secret intention. Moreover, Defendants' secret intentions included extraordinary efforts and a fully executed conspiracy to undermine, injure, and destroy Plaintiff's career.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~In reliance on these representations, Plaintiff was induced to and did execute and complete the closing on the Settlement Agreement. Had plaintiff known the truth, Plaintiff would not have executed the Settlement Agreement.~~

~~The Defendants all knew that there was a lawsuit in progress that was in settlement discussions. They knew that the settlement would bar them from being able to engage in the conduct described above.~~

~~Yet, in anticipation of executing the settlement contract, they elected to breach the terms of the contract by continuing with the very activities that they had agreed to stop doing and that they denied having engaged in.~~

~~As far back as July 2020, PG County formed a Police Reform Work Group that informed every member of the PGPD that such conduct breached the pending final agreement.~~

~~But the Defendants continued to engage in the conspiracy and were maliciously trying to impose and accelerate the destruction of Lancaster's career when they had every opportunity to acknowledge the truth and withdraw the bogus charges against her.~~

~~Plaintiff alleges that their conduct constituted a positive, distinct, unequivocal, and absolute refusal to ever perform under the settlement agreement. That the Defendants' anticipatory breach of contract relieves her of her obligations to perform under the Settlement Agreement until such time as this Court or a tribunal of competent jurisdiction can enforce Plaintiff's rights under the Settlement Agreement.~~

~~Plaintiff thus alleges that the Settlement Agreement that was executed between July 16—20, 2021, was breached by the Defendants continuously and intentionally.~~

~~That they never intended to perform, and their conduct as alleged in this complaint was a clear statement to that effect resulting in substantial harm to the Plaintiff.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~COUNT II—
NEGLIGENT MISREPRESENTATION~~

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 86 as if fully set forth herein.~~

~~The Defendants Watkins, Wilson, Mills, Sledgeski, Poole, and Windsor by their omissions and actions committed acts of negligent misrepresentation under Maryland law as follow:~~

- ~~a. Defendants, owing a duty of care to the Plaintiff, negligently asserted the falsehood, by omission, deceit, and deliberate concealment, that Plaintiff was still the responsible investigator on the IA Case;~~
- ~~b. Knowing full well that the video tape evidence of the use of excessive force had been deleted from the video tape, Watkins, Wilson, and Mills then conspired to cause Plaintiff to request the video tape by luring her into the mistaken impression that Maj. Mills was unaware of the complained of behavior in the IA Case and that Mills was demanding a showing of the damning evidence that she and they, by now, knew full well, no longer existed. *Factual Allegations*, § IV(b), *supra*;~~
- ~~c. Defendants thereby conspired to ensure that the Plaintiff would act on the deceptive and false omission that Defendants had deliberately failed to correct;~~
- ~~d. The Defendant's knew that Plaintiff would rely on the falsehood that Plaintiff was still the responsible investigator on the IA Case and that the Plaintiff, in reliance on their falsehoods, would seek to obtain the video thereby providing the Defendants the opportunity to bring false charges against Lancaster using Windsor and Poole as their agents in the transaction;~~
- ~~e. the Plaintiff, justifiably, took the action that the Defendants caused her to take in reliance on the Defendants omissions; and~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~f. the Plaintiff suffered irreparable damage to her career, reputation, and livelihood proximately caused by the defendant's negligence.~~

~~COUNT III—~~

~~CONSPIRACY TO VIOLATE FEDERAL RICO~~

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 88 as if fully set forth herein.~~

~~This count is brought by the Plaintiff Lancaster against defendants PGPD, FOP, Watkins, Wilson, Mills, Windsor, Owens, Levy, and others (collectively the “RICO Defendants”) alleging a cause of action under 18 U.S.C. § 1962.~~

~~At all relevant times, the Plaintiff and RICO Defendants were “persons” pursuant to 18 U.S.C. § 1961(3).~~

~~At all relevant times, PGPD, a municipal corporation, was an “enterprise” pursuant to 18 U.S.C. § 1961(4).~~

~~At all relevant times, FOP, a non-governmental organization, was an “enterprise” pursuant to 18 U.S.C. § 1961(4).~~

~~Plaintiff alleges that Defendants the PGPD, Captain Watkins, and Maj. Mills, with fraudulent intent, conspired to transfer the Plaintiff from the Administrative Investigation Section (“AIS”) of the PGPD. This ostensibly legal act was motivated by the tortious, fraudulent, and illegal intent to remove the Plaintiff from AIS and therefore facilitate the cover up of the acts of the 2 officers accused by the Plaintiff of excessive use of force in the IA Case.~~

~~The Plaintiff further alleges that Maj. Mills and Captain Watkins conspired with Sgt. Wilson and other coconspirators named above, to deceive the Plaintiff and the Plaintiff's supervisor Lt. Powell fraudulently, willfully, and maliciously into the mistaken belief that Plaintiff was still responsible and authorized to prosecute the IA Case.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~In the furtherance of the nefarious IA Case Fraud Scheme, the Defendants ordered the destruction of the most significant evidence by the deletion of 7 minutes of the MVS video tape of the body cams of the officers in the IA Case that represented the most significant evidence in the IA Case.~~

~~The Plaintiff further alleges that Captain Watkins, and coconspirators Maj. Kathleen Mills, Eliza Windsor, Sgt. Donna Poole, and unknown Defendant persons (named above as John & Jane Does) acting in furtherance of the conspiracy committed unlawful and unethical acts alleged above that included, without limitation:~~

- ~~g. Destruction of evidence,~~
- ~~h. Abuse of process,~~
- ~~i. Obstruction of justice,~~
- ~~j. Fraud, and~~
- ~~k. Subornation of perjury.~~

~~These Defendants committed said acts either personally or through subordinates, lackeys, or other such wrongdoers.~~

~~In furtherance of the IA Case Fraud Scheme and the conspiracy by the Conspirators to engage in this cover up, at all times herein relevant, Lancaster, her supervisor, Lt. Keisha Powel, her co-worker, Sergeant Farana Abdul, and except for Sgt. Wilson, everyone else was deceived into believing, and did believe, that Lancaster was still the investigator, and the only investigator, that was assigned the IA Case.~~

~~In furtherance of the conspiracy, once Watkins assigned the case to Sgt. Wilson, either Mills, Watkins, or both removed the IA Case from the monthly status report that was sent each month to all AIS investigators that contained information on all active cases and closed cases,~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~indicating who was assigned to the case, and other pertinent information. There was no way for anyone to have been alerted to the change in status or assignment once the case was no longer on the monthly case status report.~~

~~As detailed above, each of the RICO Defendants willingly participated in the IA Case Fraud Scheme, and, to further perpetrate it, by covering it up, through the RICO enterprises, PGPD and the FOP.~~

~~As detailed above, except for Sgt. Wilson, all the RICO Defendants were in managerial positions in the FOP, the PGPD, the Anne Arundel Police Depart, or the Howard County Police Department and also directed subordinates, including and the Fraternal Order of Police, Prince George's County, Maryland, Lodge 89, Inc. ("Defendant FOP"), alleges ~~Sgt.~~ Wilson, Eliza Windsor, and Sgt. Poole, to carry out the IA Case Fraud Scheme that they willingly did.~~

~~In the ultimate *coup de grace*, the AHB judges, Maj. Levy, Cap. Zirk, and Lt. Trodden, in full support of the IA Case Fraud Scheme, conducted a sham kangaroo court that refused to hear Lancaster's dispositive witnesses, decided that the three Lancaster witnesses were not credible absent all the evidence to the contrary, refused to consider that Lancaster had a duly executed authorization to request the MVS video, and refused to give any weight to the fact that no evidence was submitted to indicate that Lancaster's authorization had expired.~~

~~Egregiously, they decided that the failure to submit a portion of an email by Lancaster was proof that there was adverse information in the unsubmitted portion — absent even a scintilla of evidence to support this conclusion. There was no evidence or even a hint of a suggestion from the Prosecution that the unsubmitted email content argued for or against Lancaster. But for the AHB judges' skillfully conducted, evidence depraved, Kangaroo Court and character assassination of~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~Lancaster and her witnesses, the entire IA Case Fraud Scheme and along with it the IA Case Conspiracy would have died a miserable death.~~

~~Thus, the Plaintiff asserts claims against all RICO Defendants for conspiring to violate 18 U.S.C. § 1962 that prohibits any person employed by or associated with an enterprise from participating in the affairs of the enterprise through a pattern of racketeering activity.~~

~~As a result of the RICO defendants' schemes, Plaintiff ultimately lost everything she had worked for during 20 years with the PGPD, suffered severe depression, mental anguish, and emotional distress.~~

~~She was reduced to a Corporal, 2 ranks below her Lieutenant rank at less than one-half the pay, significant since Lieutenants in the PGPD can easily earn from \$200,000 to \$250,000 per year with overtime and bonuses.~~

~~She was docked 80 hours pay.~~

~~Moreover, in the following year, 2020, Lancaster was eligible to sit for the Captain's exam.~~

~~Given her years of experience and success with all previous exams, there is no doubt that she would have successfully passed the exam and rose to the rank of Captain.;~~

1. For over two decades, Ms. Zollicoffer dedicated her life to serving and protecting the people of Prince George's County as a police officer. She rose through the ranks, overcoming systemic racism and sexism, to become one of the few African-American female lieutenants in the Prince George's County Police Department ("PGCPD").

2. But when Ms. Zollicoffer dared to speak out against the ingrained discrimination and retaliation plaguing the Department, she found herself silenced not by those she sought to hold accountable, but by the very attorneys entrusted to advocate for her rights. This case lays bare a disturbing betrayal of justice: a decorated officer, fighting for equality and integrity in law

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

enforcement, was strong-armed into settling her righteous claims by those who should have been her staunchest allies.

3. Ms. Zollicoffer now stands before this Court, not only to reclaim her voice and her rights, but to expose a system that continues to fail officers of color and the communities they serve. Her story is not just one of personal injustice, but a critical call to address the deeper, systemic issues that persist in our institutions of law and order.

4. Ms. Zollicoffer brings this action to seek justice not only for herself but also to address the broader issues of discrimination and retaliation within the PGCPD, and to hold accountable those who compromised her rights during the settlement of her prior lawsuit.

5. Ms. Zollicoffer claims arise under the Ku Klux Klan Act of 1871, 42 U.S.C. § 1983, and the laws of the State of Maryland.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1343(a) because this case involves questions of federal law and because Ms. Zollicoffer seeks damages for violations of her civil rights.

7. The Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367 because the claims form part of the same case or controversy under Article III of the United States Constitution. The state law claims share all common operative facts with Ms. Zollicoffer's federal law claims, and the parties are identical. Resolving Ms. Zollicoffer's federal and state claims in a single action serves the interests of judicial economy, convenience, consistency, and fairness to the parties.

8. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Ms. Zollicoffer's claims herein occurred

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

within this judicial district. Venue is also proper in this Court under 42 U.S.C. § 2000e-5(f)(3) because the unlawful employment practices were committed in this judicial district, the relevant employment records are maintained in this judicial district, and there is no other judicial district that has substantial connection to Plaintiff's claims.

THE PARTIES

9. Plaintiff Sonya Lancaster Zollicoffer is an African American female and a former Lieutenant with the Prince George's County Police Department. She resides within Prince George's County, Maryland.

10. Defendant Matthew Sledgeski was, at all relevant times, employed by the Anne Arundel County Police Department. Defendant Sledgeski was assigned to conduct an internal affairs investigation into a case involving Ms. Zollicoffer. Upon information and belief, Defendant Sledgeski resides within Anne Arundel County, Maryland.

11. Defendant Fraternal Order of Police, Prince George's County, Maryland, Lodge 89, Inc. is a labor organization representing law enforcement officers employed by the PGCPD. As the recognized bargaining unit for PGCPD officers, Defendant FOP is responsible for providing legal representation to its members in disciplinary proceedings and other employment-related matters. In this capacity, Defendant FOP assigned legal counsel to represent Ms. Zollicoffer in her disciplinary proceedings and during portions of her discrimination case. Defendant FOP's principal place of business is located at 2905 Old Largo Road, Upper Marlboro, MD 20772.

Background

12. Ms. Zollicoffer joined the PGCPD in 2001. Despite her exemplary service record, Ms. Zollicoffer faced numerous instances of race-based discriminatory treatment throughout her

~~Sonya Lancaster Zollicoffer v. PGCPD, et al.~~
~~March 6, 2024~~

career. In addition to her own mistreatment, Ms. Zollicoffer witnessed multiple instances of disparate treatment towards officers of color within the PGCPD by managers and supervisors, including unfair disciplinary actions, denial or delayed promotions, and racially offensive work environments.

13. In 2015, Ms. Zollicoffer was transferred to PGCPD's Internal Affairs Division ("IAD"), where she observed firsthand the systemic discrimination in PGCPD's disciplinary processes against officers of color.

14. When Ms. Zollicoffer spoke out against the discriminatory practices, she faced negative repercussions, including increased scrutiny of her work, and attempts to undermine her authority.

15. In 2018, despite her qualifications and experience, Ms. Zollicoffer was involuntarily transferred out of the IAD to a less desirable position in PGCPD's Patrol Bureau. Ms. Zollicoffer was transferred because she spoke out against the IAD's discriminatory practices, which included filing a charge of discrimination with the Equal Employment Opportunity Commission.

16. Ms. Zollicoffer's experiences of discrimination and retaliation were not isolated incidents, but part of a broader pattern of systemic racism within PGCPD that affected numerous officers of color.

17. In December 2018, to vindicate her rights and expose the broader pattern of systemic racism within the PGCPD, Ms. Zollicoffer, together with several other officers of color employed by the PGCPD, filed a discrimination lawsuit against Prince George's County, advancing claims under 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964, and the

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

Rehabilitation Act (HNLEA, et al. v. Prince George's County, et al., Case No. 8:18-cv-03821)
(hereinafter referred to as the "HNLEA Case").

18. In the HNLEA Case, Ms. Zollicoffer was represented by Arnold & Porter Kaye Scholer, LLP ("Arnold & Porter"). Ms. Zollicoffer communicated exclusively with Joanna Wasik and Dennis Corkery, two attorneys employed by Arnold & Porter.

19. From the beginning of the lawsuit, Ms. Zollicoffer made clear to Ms. Wasik and Mr. Corkery that she wanted her case heard by a jury because she believed that a jury trial would not only vindicate her personal rights but also shine a light on the broader issues of systemic discrimination within PGCPD.

20. Ms. Zollicoffer repeatedly made clear to Ms. Wasik that she felt that settling the case would neither adequately address her grievances nor bring about the systemic changes she sought within PGCPD.

21. Despite her repeated requests, Ms. Zollicoffer was unduly pressured to accept a settlement offer that she did not want to accept.

The HNLEA Case and the Settlement Procured by Duress

22. On June 29, 2021, the parties in the HNLEA Case participated in a remote mediation session on Zoom. The mediation concluded without reaching a resolution.

23. Following the conclusion of the mediation, Ms. Zollicoffer was informed by her attorneys that Prince George's County had proposed several different settlement offers. In response to each of the settlement offers, Ms. Zollicoffer made clear that she was not interested in settling and that she wanted to have her case heard by a jury.

24. On July 7, 2021, the President of HNLEA, Joe Perez, called Ms. Zollicoffer to try to persuade her to agree to the pending settlement offer. Mr. Perez told Ms. Zollicoffer that the

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

other ten plaintiffs had accepted their individual settlement offers, and that Ms. Zollicoffer was holding up the final settlement agreement. Ms. Zollicoffer told Mr. Perez that she was not interested in a settlement.

25. On July 9, 2021, Mr. Perez called Ms. Zollicoffer and attempted to persuade her to accept the settlement offer. Mr. Perez said that “they received everything they wanted” as far as policy reform, and asked Ms. Zollicoffer to accept the offer so that the matter could “be brought to an end.” In response, Ms. Zollicoffer again stressed that she was not interested in accepting a settlement offer and that she wanted to proceed to trial.

26. On July 14, 2021, at approximately 1:00 p.m., Ms. Wasik called Ms. Zollicoffer and attempted to persuade her to agree to the settlement offer. Ms. Zollicoffer made clear to Ms. Wasik that she had no interest in entering into a settlement agreement. The phone call lasted a total of 31 minutes.

27. On July 14, 2021, at approximately 3:56 p.m., Mr. Perez called Ms. Zollicoffer to persuade her to accept the settlement offer. Upon information and belief, prior to calling Ms. Zollicoffer, Mr. Perez spoke with Ms. Wasik about Ms. Zollicoffer’s unwillingness to agree to the County’s settlement offer.

28. On July 15, 2021, at approximately 11:09 a.m., Ms. Wasik called Ms. Zollicoffer to persuade her to accept the settlement offer. Ms. Wasik informed Ms. Zollicoffer that Prince George’s County had increased its monetary offer to her specifically, and that with the new increased amount, Ms. Zollicoffer would be receiving more than any other plaintiff. The phone call lasted 39 minutes.

29. On July 16, 2021, at approximately 4:55 p.m. and 4:59 p.m., Ms. Wasik attempted to reach Ms. Zollicoffer to discuss the pending settlement offer. At approximately 9:59 p.m., Ms.

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

Wasik spoke with Ms. Zollicoffer and told her that Arnold & Porter would be unable to continue to represent her from a financial standpoint if she did not settle. In response, Ms. Zollicoffer said, “So you’re forcing me to settle?” Based on their conversation, Ms. Zollicoffer reluctantly accepted the settlement offer out of fear that Arnold & Porter would cease representing her in the lawsuit.

30. Arnold & Porter did not explain to Ms. Zollicoffer that any request to withdraw from the representation would need to be reviewed and approved by the Court.

31. Arnold & Porter did not explain to Ms. Zollicoffer that the settlement would preclude her from vindicating her rights in connection with a separate internal investigation case commenced against her by the PGCPD in 2019 (i.e., SI-2019-077), which was pending at the time of the settlement. Had Ms. Zollicoffer been informed of such, she would have never agreed to settle.

32. Arnold & Porter prioritized the expediency of settlement over Ms. Zollicoffer’s express desire to proceed to trial, without adequately considering or respecting Ms. Zollicoffer’s legal objectives.

The Unjust Internal Affairs Investigation against Ms. Zollicoffer

33. During the litigation in the HNLEA Case, the PGCPD separately commenced an Internal Affairs investigation against Ms. Zollicoffer.

34. In October 2017, Ms. Zollicoffer was assigned to the Administrative Investigation Section (“AIS”) within PGCPD’s Internal Affairs Division (“IAD”). At the time, Ms. Zollicoffer was a Sergeant, and her first-line supervisor was Lieutenant Keisha Powell (“Lt. Powell”).

35. On October 20, 2017, Lt. Powell instructed Ms. Zollicoffer to investigate an administrative matter involving an excessive force complaint made by a civilian against two

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

PGCPD officers. The administrative matter was assigned Internal Affairs Case No. 2017-053 (hereinafter referred to as “IA-2017-053”).

36. In February 2018, after Ms. Zollicoffer complained of discrimination within the IAD and after she filed an EEOC complaint alleging the same, Hector Velez, the Interim Chief of Police informed Ms. Zollicoffer that she was being immediately transferred to the PGCPD’s Patrol Bureau. Mr. Valez had previously reassured Ms. Zollicoffer that she would remain in AIS notwithstanding her discrimination complaints.

37. In April 2018, Lt. Powell asked Ms. Zollicoffer via email if she intended on taking IA-2017-053 with her, noting that it was customary to do so. Ms. Zollicoffer informed Lt. Powell that Captain Art’z Watkins (“Cpt. Watkins”) told her to leave the cases with Lt. Powell. In response, Lt. Powell advised Ms. Zollicoffer that she was permitted and expected to continue working on IA-2017-053.

38. On June 27, 2018, Cpt. Watkins assigned IA-2017-053 to Sergeant Winston Wilson (“Sgt. Wilson”). Cpt. Watkins did not inform Lt. Powell or Ms. Zollicoffer that IA-2017-053 was being reassigned to Sgt. Wilson. Cpt. Watkins instructed Sgt. Wilson to report directly and confidentially to him.

39. Captain Watkins did not file any official documentation that would have placed Lt. Powell or Ms. Zollicoffer on notice that IA-2017-053 had been reassigned to Sgt. Wilson. Sgt. Wilson did not file any official documentation that would have placed Lt. Powell or Ms. Zollicoffer on notice that IA-2017-053 had been reassigned to him.

40. In July 2018, Sgt. Wilson informed Ms. Zollicoffer that IA-2017-053 was returned with a “buck slip” from Major Kathleen Mills, the IAD Commander, with requests that additional action be taken on the case. Sgt. Wilson sent Ms. Zollicoffer a photograph of the

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

“buck slip,” which noted concerns about conflicting statements about the reasonableness of the force used by the officers and missing details in the Mobile Video System (“MVS”).

41. Unaware that Cpt. Watkins had reassigned IA-2017-053 to Sgt. Wilson, Ms. Zollicoffer interpreted the communication from Sgt. Wilson as a request for her to further investigate the concerns raised by Maj. Mills. The communication from Sgt. Wilson to Ms. Zollicoffer further led Ms. Zollicoffer to believe that IA-2017-053 was still assigned to her.

42. Shortly after receiving the communication from Sgt. Wilson, Ms. Zollicoffer viewed the MVS footage. While viewing the MVS footage, she discovered that seven minutes of the recording was missing. Immediately thereafter, Ms. Zollicoffer contacted Lt. Powell to confirm whether the copy of MVS footage for IA-2017-053 maintained by AIS in its database (i.e., IAPro) was complete. Lt. Powell confirmed that a portion of the MVS footage appeared to be missing.

43. On October 16, 2018, Sgt. Wilson and/or Cpt. Watkins closed IA-2017-053. Neither Sgt. Wilson nor Cpt. Watkins followed the normal and customary protocols in the AIS with respect to documenting the closure of IA-2017-053. Unlike other case closures, there was no information input into AIS’s database that would have placed Lt. Powell or Ms. Zollicoffer on notice that the case had been closed.

44. In a separate proceeding, Lt. Powell testified that she was never informed that Sgt. Wilson had been assigned to IA-2017-053, and she further testified that she did not recall signing the Disciplinary Action Recommendation that supposedly closed IA-2017-053. Unbeknownst to Lt. Powell at the time, the Disciplinary Action Recommendation for IA-2017-053 was mixed in with several other groups of cases that Cpt. Watkins had asked her to sign off on that day.

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~45. On several separate occasions between July 18, 2018 and April 12, 2019, Ms. Zollicoffer requested a complete copy of the MVS footage from Lt. Powell. Despite the requests, a complete copy of the MVS footage was never produced or received.~~

~~46. On April 12, 2019, Ms. Zollicoffer contacted Eliza Windsor in PGCPD's MVS Unit to request a complete copy of the MVS footage for IA-2017-053. Ms. Windsor denied the request, claiming that Ms. Zollicoffer was on a "no-duty" status and no longer assigned to AIS.~~

~~Ms. Windsor thereafter filed a report against Ms. Zollicoffer to Sergeant Donna Poole, alleging that Ms. Zollicoffer misrepresented facts in their discussion about her involvement in IA-2017-053. Sgt. From there, given her popularity within the PGPD, and her impeccable work performance, she would have achieved a promotion to Major within a year. Then Deputy Chief and beyond.~~

~~Her next step would have been private security earning in excess of \$350,000—\$500,000 per year, or Chief of a local police department or agency. The Plaintiff will demonstrate to this court through testimonial, statistical, and comparables evidence that as one of the very few Black woman in the United States in this position, her future was unlimited.~~

~~COUNT IV~~

~~47. Maryland Common Law Poole notified Cpt. Watkins of the report. Upon receiving the report, Cpt. Watkins opened an investigation against Ms. Zollicoffer, which was assigned case number SI-2019-077.~~

~~48. Cpt. Watkins transferred the case against Ms. Zollicoffer (i.e., SI-2019-077) to Defendant Sledgeski, a police officer employed by the Anne Arundel County Police Department.~~

~~49. On or about April 21, 2020, based on the results of Defendant Sledgeski's investigation, the PGCPD issued a Disciplinary Action Recommendation ("DAR") to Ms. Zollicoffer, charging her with the two violations of Department police and/or local law. The~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

alleged violations were: (1) unbecoming conduct (“Charge 1”); and (2) “violations of laws; misrepresentation of facts” (“Charge 2”). The DAR proposed termination of Ms. Zollicoffer’s employment with PGCPD and the imposition of a monetary fine.

50. Defendant Sledgeski’s investigation was not conducted in a neutral or unbiased manner. From the outset, Defendant Sledgeski intended to recommend Ms. Zollicoffer’s termination, irrespective of the facts uncovered during the investigation.

51. Upon receiving the DAR, Ms. Zollicoffer objected to the proposed disciplinary action and requested to be heard before an Administrative Hearing Board (“AHB”). During her tenure in the IAD, Ms. Zollicoffer never witnessed the PGCPD disciplining an officer for requesting MVS footage.

52. Defendant FOP assigned Attorney Shaun Owens to represent Ms. Zollicoffer in the AHB proceedings. At the time, Defendant FOP knew or should have known that Attorney Owens was simultaneously representing the two officers accused of using excessive force in the Internal Affairs case (IA-2017-053) that Ms. Zollicoffer had been investigating.

53. This dual representation created a clear and direct conflict of interest because Attorney Owens’s duty to zealously represent the accused officers was directly at odds with his duty to represent Ms. Zollicoffer, who had raised concerns about these officers’ conduct.

54. On multiple occasions, Ms. Zollicoffer informed Defendant FOP that she objected to the representation because of the direct conflict. Despite Mr. Zollicoffer's repeated objections, Defendant FOP refused to assign a different attorney to represent her.

55. On February 25, 2021, the AHB convened to hear Ms. Zollicoffer’s objection. During the proceeding, Ms. Zollicoffer was only permitted to call three witnesses, which included herself. The AHB refused Ms. Zollicoffer’s request to offer testimony from several

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

other witnesses and refused Ms. Zollicoffer's request to offer expert witness testimony from someone who would have fully exonerated her.

56. On March 1, 2021, the AHB issued an opinion affirming the charges contained within the DAR. On March 18, 2021, the AHB issued its written report outlining disciplinary recommendations. As to Charge 1, the AHB recommended that Ms. Zollicoffer be demoted to the rank of Corporal and be ineligible for a promotion to Sergeant until April 2024. As to Charge 2, the AHB recommended a suspension of 80 hours without pay.

57. On April 7, 2021, Mr. Velez issued a Final Disciplinary Action adopting the AHB's recommended discipline, with an effective date of April 9, 2021.

58. The Final Disciplinary Action forced Ms. Zollicoffer to choose between: (a) retiring from the PGCPD as a Corporal, with the ability to retain her pension as a Lieutenant; or (b) remaining employed at the rank of a Corporal for several years. As a Corporal, Ms. Zollicoffer would have received half the salary she would have earned as a Lieutenant. Ms. Zollicoffer felt as though she had no choice but to retire.

59. At a minimum, it takes six years for an officer employed by PGCPD to be promoted to the rank of Corporal to Lieutenant.

60. Ms. Zollicoffer has suffered severe emotional distress as a result of being demoted and constructively terminated based on the racially biased and unjustified investigation against her. The stress of losing her employment, combined with the humiliation of being targeted and treated unfairly due to her race, has caused Ms. Zollicoffer to experience severe anxiety, depression, and ongoing mental anguish.

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~61. The investigation against Ms. Zollicoffer, together with the related proceedings before the AHB, have created significant barriers to her ability to seek and obtain future employment in law enforcement and similar industries.~~

~~62. The disciplinary actions taken against Ms. Zollicoffer, based on unfounded and racially motivated DAR, have irreparably harmed Ms. Zollicoffer's professional and personal reputation. The stigma of being demoted from a Lieutenant to Corporal and that of being forced to retire under false and discriminatory pretenses has made it difficult for Ms. Zollicoffer to secure comparable employment with law enforcement or other fields.~~

COUNT I

Civil Conspiracy by Defendant Sledgeski to Interfere with Contractual Rights

~~Plaintiff realleges, reaffirms, 42 U.S.C. §§ 1981 and 1983~~

~~112-63. Ms. Zollicoffer incorporates by reference herein the allegations set forth in paragraphs 49 through 106 as if fully set forth herein 62, above.~~

~~Plaintiff herein realleges, in whole or in part, all the allegations and facts presented in Count III as if fully alleged herein and thereby satisfying the elements of Common Law Conspiracy under Maryland Law. However, the court should note that to sustain a claim for Maryland Common Law Conspiracy, all the proofs and elements required under RICO are not required and the analysis is less rigorous. Under Maryland law, a claim for civil conspiracy requires proof of the following elements:~~

- ~~i.—Confederation of two or more persons by agreement or understanding;~~
- ~~m. some unlawful or tortious act done in furtherance of the conspiracy or use of unlawful or tortious means to accomplish an act not in itself illegal; and~~
- ~~n.—actual legal damage resulting to the plaintiff.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~The facts alleged in Count III above, adequately satisfy these elements for Maryland Common Law Conspiracy and in the interests of efficiency and brevity, we will not repeat those here.~~

~~**COUNT V**
FRAUD~~

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 109 as if fully set forth herein.~~

~~A plaintiff alleging common law fraud in Maryland must plead the following:~~

- ~~o. that a false representation was made by a party;~~
- ~~p. that its falsity was known to that party or that the misrepresentation was made with such reckless indifference to truth as to impute knowledge to the party;~~
- ~~q. that the misrepresentation was made for the purpose of defrauding some other person;~~
- ~~r. that the person not only relied on the misrepresentation but had a right to rely upon it with full belief in its truth, and that the person would not have done the thing from which the damage resulted if the misrepresentation had not been made; and~~
- ~~s. that the person suffered damage directly resulting from the misrepresentation.~~

~~All the allegations set forth above under § IV. *Factual Allegations* and in Count III, *supra.*, set out in detail the nature and substance of the Fraud such that the elements of Common Law Fraud are supported with particularity. Thus, the Plaintiff declines to repeat the same and incorporates by reference all the allegations set forth above as supporting a cause of action for Fraud under state and federal law.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~Plaintiff alleges that at all times herein relevant, Plaintiff was falsely and fraudulently represented by the FOP, Shaun Owens, and all the persons with a fiduciary obligation at the PGPD to ensure that she enjoyed a successful career.~~

~~The representations made by Defendants were deliberately and intentionally false by omission. During their sworn AHB testimony, both Watkins & Wilson testified that they never told anyone and deceived everyone (that is everyone not part of their conspiracy or the IA Case Fraud Scheme). They also tricked Powell into signing the IA Case closing DAR and doctored the monthly status reports all in the service of concealing their nefarious activities. When the Defendants made these representations, they knew them to be false. These representations were made by Defendants with the intent to defraud and deceive plaintiff and with the intent to induce plaintiff to act in the manner herein alleged.~~

~~During the settlement negotiations and upon signing, the Defendants promised an end to the retaliation and injurious behavior of this nature. Plaintiff agreed not to sue the Defendants for these acts believing that the Defendants would keep their promises and perform. But as is now clear, at the time defendant made the promises to Plaintiff, defendant had no intention of performing and were engaged in intentionally and maliciously breaking their promises.~~

~~At the time these representations were made by Defendants and at the time Plaintiff took the actions alleged by Defendants, the Plaintiff was ignorant of the falsity of Defendants' representations by omission and believed them to be true.~~

~~Plaintiff was ignorant of Defendants' secret intentions not to perform, and Plaintiff could not, in the exercise of reasonable due diligence, have discovered Defendant's secret intention. Moreover, Defendants' secret intentions included extraordinary efforts and a fully executed conspiracy to undermine, injure, and destroy Plaintiff's career.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~In reliance on these representations, Plaintiff was induced to and did execute and complete the closing on the Settlement Agreement. Had plaintiff known the truth, Plaintiff would not have executed the Settlement Agreement.~~

~~As a proximate result of Defendants' fraud and deceit and the facts herein alleged, Plaintiff was fraudulently induced to request the MVS video that set this sequence of events in motion.~~

~~In doing the acts herein alleged, Defendants acted with oppression, fraud, and malice, and plaintiff is entitled to punitive damages to exceed \$17,100,000.~~

~~**COUNT VI—
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**~~

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 120 as if fully set forth herein.~~

~~Under Maryland law, a claim of intentional infliction of emotional distress has four elements:~~

- ~~t. The conduct must be intentional or reckless;~~
- ~~u. the conduct must be extreme and outrageous;~~
- ~~v. there must be a causal connection between the wrongful conduct and the emotional distress; and~~
- ~~w. the emotional distress must be severe.~~

~~As to the application of the above elements to the actions of the AHB judges (for the purposes of this complaint, the AHB judges consist of Defendants Maj. Mary Levy, Cap. Cory Zirk, and Lt. Thomas Trodden):~~

~~The actions of the members of the AHB Board were intentional and reckless in that they had clear evidence that Lancaster had not intentionally violated any PGPD policies or procedures and had uncontroverted evidence that Lancaster's authorization to request the video tape in~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~question was still in full force and effect, but that even if it wasn't, due to the fraud and deception carried out by the coconspirators hereunder, Lancaster had a good faith and honorable belief that it was.~~

~~The AHB members knew that reaching a finding of guilty absent any evidence to support that finding was extreme and outrageous.~~

~~But for the outrageous findings of the AHB judges, Lancaster would have been relieved and happy rather than finding herself suffering emotional angst, distress, and pain.~~

~~Moreover, these actions were held in a public forum where Lancaster's co-workers, family, friends, associates, potential business relationships were informed and made immediately aware by the public statements of the PGPD.~~

~~The actions of the AHB judges had a severe impact on Lancaster's mental health after watching her brilliant 20-year career smashed to bits and reduced to ashes.~~

~~The conduct of the AHB Board members, Maj. Mary Levy, Cap. Cory Zirk, and Lt. Thomas Trodden in finding Lancaster guilty of trumped-up, fraudulent charges absent any evidence to support their conclusions is conduct exceeding all bounds usually tolerated by decent society, of a nature that is especially calculated to cause, and does cause, severe mental distress. These Defendants caused Lancaster to suffer severe mental distress and shock that struck to the very core of her being in that it supported the subsequent destruction of her career and her life as a peace officer, a security professional, an anticipated lucrative post-retirement career as a speaker, consultant, and a pillar of her community as a woman, a Black police officer, and an esteemed member of the law enforcement community.~~

~~Decent society absolutely relies on the veracity and honesty of police officers and judges. It is shocking to find that members of the police department, acting as judges over one of their~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~own, would engage in corruption of the worst kind in finding an esteemed officer guilty absent any evidence to support their conclusions. It was clear from the start that the “fix was in” and nothing, no amount of shame, decency, or truth would deter these corrupt judges from their conspiratorial paths.~~

~~**COUNT VII —
ABUSE OF PROCESS**~~

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 135 as if fully set forth herein.~~

~~The process of assigning cases in the PGPDs AIS division is normally done by a supervisor, in the IA Case Lt. Powell assigned the IA Case to investigator Lancaster. Powell informed Lancaster that upon transfer out of AIS, the process was that she was expected to complete her cases even though she was transferred to another division.~~

~~There was a 2018 case that Lancaster received after the IA Case, that she also took with her. There were never any issues related to that case.~~

~~That is because the objectives of the conspiracy, the abuse of process, and other torts alleged herein were to cover up the illegal actions of the officers charged by Lancaster in the IA Case, and in the process destroy Lancaster’s career and push her out of the PGPD.~~

~~As the Factual Allegations explain, both these objectives were achieved by the tortfeasors and coconspirators in this matter.~~

~~But there existed a previously unpublished and largely unknown exception process where a higher ranking officer, Captain Watkins or Major Mills, could reassign a case to another investigator. This exception seems not to be documented or authorized anywhere but in what can only be described as a gross abuse of process, they:~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

- ~~x. Abused the official PGPD transfer process when they transferred Lancaster out of AIS for the purpose of the cover-up related to the AI Case,~~
- ~~y. Abused the official PGPD case assignment process when they surreptitiously and deceptively appointed Sgt. Wilson to the IA Case,~~
- ~~z. Abused the official PGPD reporting process when they ordered Wilson to conceal the reassignment and particularly to not tell his supervisor Lt. Powell,~~
- ~~aa. Abused the official PGPD records process by not reporting or documenting their actions to anyone or in any official documents,~~
- ~~bb. Abused the official PGPD case reporting and communications processes when they concealed and covered up their actions by removing the AI Case from the monthly status report process,~~
- ~~cc. Abused the official PGPD evidence and case management processes when they used the “buck slip” process to lure Lancaster into a fraudulent allegation of a violation of the evidence request process,~~
- ~~dd. Abused the official PGPD and Anne Arundal internal investigative processes and interdepartmental cooperation processes when they recruited Sgt. Matthew Sledgeski to conduct a false investigation into Lancaster’s conduct regarding her legitimate request for the MVS video, and~~
- ~~ee. Abused the PGPD and the Howard County investigative and administrative judicial processes to fraudulently and illegally convict Lancaster for the trumped-up charges in front of a Kangaroo court organized for the express purpose of finding Lancaster guilty of violating PGPD procedures and not for the purpose of finding the truth and justice as the process was meant to be used.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~There is no end to the processes that these Defendants abused in order to satisfy their ulterior motives to cover up the IA Case and to be rid of Lancaster forever.~~

~~Their abuse of the many processes set up by the PGPD to protect against this very sort of behavior resulted in damages to Lancaster's health, reputation, income, and standing in the community.~~

~~**COUNT VIII—
TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONSHIPS**~~

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 143 as if fully set forth herein.~~

~~All the allegations set forth above set out in detail the nature and substance of the tortious activity that satisfies the elements of the claim of tortious interference with economic relationships with particularity. Thus, the Plaintiff declines to repeat the same and incorporates by reference all the allegations set above as supporting a cause of action for tortious interference under Maryland law.~~

~~For the avoidance of doubt, it is clear that Lancaster had a 20-year period of established and significant economic relationships with the PGPD and with the broader law enforcement and security community.~~

~~It is fully alleged above that the Defendants, acting in concert, with malice aforethought, and with utmost determination and intent, conspired to destroy Lancaster's economic relationships with the PGPD and thereby cause her damage and losses in her lawful business,~~

~~with no justifiable cause,~~

~~but with the illegal cause to perpetuate a cover up of illegal conduct and to get Lancaster out of the PGPD by any means necessary.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

**COUNT IX—
RETALIATION**

~~Plaintiff realleges, reaffirms, and incorporates by reference the allegations in paragraphs 1 through 149 as if fully set forth herein.~~

~~All the allegations set forth above set out in detail the nature and substance of the retaliatory activity that satisfies the elements of the claim of retaliation under Maryland and federal law with particularity. Thus, the Plaintiff declines to repeat the same and incorporates by reference all the allegations set above as supporting a cause of action for retaliation under Maryland law.~~

~~The Plaintiff herein draws the Court's attention to the following factual issues:~~

~~The Defendants, individually and severely, conspired to retaliate against Lancaster for filing a lawsuit against PGPD, Mills, and others in the department.~~

~~The animus this lawsuit created towards Lancaster was clear and palpable.~~

~~They fabricated this entire scheme about the MVS video out of whole cloth to retaliate against her for filing the lawsuit and to get her out of PGPD so they could carry out their cover-up of the actions of the 2 officers.~~

~~The cover up did not create any time pressure on the Defendant's; but the lawsuit did. So, they were determined to complete the damage to Lancaster before the lawsuit settlement was executed in July of 2021.~~

~~They believed that once the lawsuit settlement was executed, they would be exonerated from their retaliatory bad acts against Lancaster and that she would be barred from bringing any action against them.~~

~~Thus, they never planned to honor their promises to not retaliate and to perform under the settlement agreement. They decided to retaliate and breach the agreement in advance, do the very worst they could do, knowing that once they accomplished their objective of ending Lancaster's~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~career, there would be no promise to keep. The promise, having already been broken and breached, imposed no burden on the Defendant's to perform.~~

~~64. VI.—Ms. Zollicoffer is an African American woman who, at all times relevant to this action, was employed as an officer with the PGCPD, holding contractual rights of employment with the Department.~~

~~65. Defendant Sledgeski was, at all relevant times, employed as an investigator with the Anne Arundel County Police Department and was assigned to conduct an investigation related to IA-2017-053, the internal affairs investigation against Ms. Zollicoffer.~~

~~66. At all relevant times, Cpt. Watkins was employed by the PGCPD and had supervisory authority over the internal affairs investigations within the PGCPD, including the investigation involving IA-2017-053.~~

~~67. As an African American, Ms. Zollicoffer is entitled to the full and equal benefit of all laws and proceedings, including the right to be free from racial discrimination in the enforcement of her contractual employment rights, as guaranteed by 42 U.S.C. § 1981.~~

~~68. Defendants Sledgeski and Cpt. Watkins conspired together to interfere with Ms. Zollicoffer's contractual rights in her employment with PGCPD by engaging in a racially biased, coordinated effort to manufacture a pretext for her termination, in violation of 42 U.S.C. § 1981, as enforced through 42 U.S.C. § 1983.~~

~~69. Cpt. Watkins, acting under color of state law, sought to ensure Ms. Zollicoffer's termination from PGCPD because of her race as an African American. In furtherance of this racially motivated goal, Cpt. Watkins orchestrated and directed the investigation into IA-2017-053 in such a way as to reach a predetermined conclusion that would result in Ms. Zollicoffer's termination.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

70. Defendant Sledgeski, acting in concert with and under the direction of Cpt. Watkins, knowingly and intentionally conducted a biased and improper investigation into IA-2017-053. Despite the evidence showing that Ms. Zollicoffer reasonably believed she was still responsible for handling the internal affairs case, Defendant Sledgeski disregarded this evidence and conspired with Defendant Watkins to recommend Ms. Zollicoffer's termination.

71. Defendant Sledgeski, in collaboration with Cpt. Watkins, intentionally ignored evidence that supported Ms. Zollicoffer's belief that she was still responsible for IA-2017-053. Defendant Sledgeski's investigation was a mere formality, conducted to justify Ms. Zollicoffer's termination rather than uncover the truth.

72. The conspiracy between Defendant Sledgeski and Cpt. Watkins was motivated by Ms. Zollicoffer's race as an African American. No other similarly situated officers, particularly non-African American officers, were disciplined or terminated for attempting to inquire about missing MVS video footage.

73. The actions of Defendant Sledgeski and Cpt. Watkins, acting under color of state law and in concert with each other, deprived Ms. Zollicoffer of her contractual right to fair and non-discriminatory treatment in her employment, in violation of 42 U.S.C. § 1981.

74. Defendant Sledgeski's actions were willful, malicious, and conducted in reckless disregard of Ms. Zollicoffer's rights under 42 U.S.C. § 1981.

75. As a direct and proximate result of Defendant Sledgeski's wrongful conduct, Ms. Zollicoffer was terminated from her position with PGCPD, causing her to suffer significant economic and non-economic damages.

COUNT II
Legal Malpractice by Fraternal Order of Police

~~Sonya Lancaster Zollicoffer v. PGPD, et al.~~
~~March 6, 2024~~

76. Ms. Zollicoffer incorporates herein the allegations set forth in paragraphs 9 through 62, above.

77. At all relevant times, a fiduciary and attorney-client relationship existed between Ms. Zollicoffer and Defendant FOP because Defendant FOP undertook to provide legal services to Ms. Zollicoffer in connection with the proceedings before the AHB. This relationship imposed upon Defendant FOP a duty to exercise the degree of skill, care, and diligence commonly exercised by attorneys in similar circumstances.

78. Defendant FOP breached its duty of care to Ms. Zollicoffer in multiple ways, including:

- a) Failing to inform Ms. Zollicoffer about potential claims she could bring against the PGCPD for retaliation and discrimination, despite her repeated complaints about such treatment;
- b) Failing to advise Ms. Zollicoffer about the statute of limitations for bringing retaliation or similar employment claims, causing her to lose valuable legal rights;
- c) Failing to provide Ms. Zollicoffer with conflict-free representation, placing its own interests and the interests of other parties above those of Ms. Zollicoffer; and
- d) Assigning Attorney Owens to represent Ms. Zollicoffer with knowledge that Attorney Owens was simultaneously representing the two officers accused of using excessive force in the internal affairs case (IA-2017-053) that Ms. Zollicoffer had been investigating.

79. Despite being fully aware of the terms of the settlement agreement, Defendant FOP did not inform Ms. Zollicoffer that by accepting the settlement, she would lose the right to appeal or challenge the pending dispute involving the DAR, the AHB, and IA-2017-053.

80. While representing Ms. Zollicoffer, Defendant FOP did not inform her of the potential claims she could bring against the PGCPD despite her repeated complaints of discrimination and retaliation. Nor did Defendant FOP inform Ms. Zollicoffer about the statute of limitations for bringing retaliation or similar employment claims.

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

~~81. As a direct result of Defendant FOP's wrongful conduct, Ms. Zollicoffer has and continues to suffer substantial harm.~~

PRAYER FOR RELIEF

~~WHEREFORE, Plaintiff Sonya Lancaster Zollicoffer respectfully ~~prays~~request that ~~this~~the Court:~~

~~Assume jurisdiction enter judgment on the Amended Complaint, in her favor and against Defendants Matthew Sledgeski and the Fraternal Order of ~~this case~~. Police, Prince George's County, Maryland, Lodge 89, Inc., as follows:~~

~~ff. Award Plaintiffs costs and reasonable attorney fees in accordance with 15 U.S.C. §1640.~~

~~A. Award Ms. Zollicoffer compensatory damages for the harm she suffered as a result of Defendants' conduct, in fair and reasonable amount to be determined at trial;~~

~~gg. Award statutory damages of at least \$500,000.~~

~~hh. Compensatory damages based on Lancaster's career, age 72 retirement, and a 76 year lifespan: \$4,201,600.~~

~~ii. For general damages in the sum of \$1,000,000.~~

~~f.B. For treble Plaintiff punitive damages against Defendant Sledgeski, in the sum of \$17,104,801. an amount that sufficiently punishes, penalizes, and/or deters his unlawful conduct;~~

~~C. Award Ms. Zollicoffer pre-judgment interest and post-judgment interest;~~

~~D. Award Ms. Zollicoffer the costs and fees she incurred in connection with this action, including reasonable attorneys' fees; and~~

~~g.E. Grant Ms. Zollicoffer such other relief as the Court deems ~~appropriate~~. just and proper, including additional injunctive and declaratory relief as may be required in the interest of justice.~~

~~Sonya Lancaster Zollicoffer v. PGPD, et al.
March 6, 2024~~

Dated: October 21, 2024

/s/ Jordan D. Howlette
JORDAN D. HOWLETTE

D. Md. JURY TRIAL

Bar No.: 21634
Managing Attorney
JD Howlette Law | Justly Prudent
1140 3rd St. NE
Washington, DC 20002
Tel: (202) 921-6005
Fax: (202) 921-7102
jordan@jdhovlettelaw.com
Counsel for Plaintiff hereby requests

a jury trial of this action.

Respectfully submitted,

Plaintiff,
Appearing *pro se*

COUNSEL FOR PLAINTIFF
SONYA LANCASTER ZOLLICOFFER, *pro se*
14302 Bowsprit Lane
Laurel, Maryland 20707
Telephone #: +1 (240) 695-2063
Email: Sonyazollicoffer@aol.com

Dated: March ____, 2024

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

)
)
)
)
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)
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)
)
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)
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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: