

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION**

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**GODFREY HOWARD,  
Plaintiff,**

v.

**Docket No.**

**MEMPHIS BASKETBALL, LLC, a/k/a  
MEMPHIS GRIZZLIES,  
Defendant.**

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**COMPLAINT**

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COMES NOW, Plaintiff, Godfrey Howard, reserving rights in matters not yet known, and states as follows:

1. Plaintiff, Godfrey Howard, is a resident of Shelby County, Tennessee.
2. Defendant, Memphis Basketball, LLC a/k/a Memphis Grizzlies [“Grizzlies”], is a basketball sports team located in Memphis, Shelby County, Tennessee with its principal place of business located at 191 Beale Street Memphis, Tennessee 38103. The Grizzlies’ registered agent is CT Corporation System at 300 Montvue Road, Knoxville, Tennessee 37919-5546.
3. This action is filed for unlawful termination of employment pursuant to 42 U.S.C. § 1981, as amended; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e [“Title VII”]; and the Age Discrimination in Employment Act of 1967 [“ADEA”], as amended, 29 U.S.C. §§ 621–34. The foregoing statutes provide in pertinent part that all employees should be protected from, *inter alia*, discrimination in employment and that all employees’ interests in dignity and freedom from humiliation should be protected.

4. This Court has federal question jurisdiction over this case pursuant to 28 U.S.C. § 1331 (Original Jurisdiction).

5. This Court is the proper venue pursuant to 28 U.S.C. § 1391(b) and (c).

6. Defendant employs more than 500 employees.

7. In 2001, Plaintiff began working for the Grizzlies as a part-time security worker. Plaintiff has also been working for the Memphis Police Department [“MPD”] since 1993 as an officer.

8. In 2013, Plaintiff was promoted to Team Security for the Grizzlies at the FedEx Forum in Memphis, Tennessee, where he was responsible for ensuring the team’s security during home and away games, maintaining records for all players, and providing safety during travel.

9. After the 2012-2013 basketball season, Plaintiff opted to maintain employment with the FedEx Forum as a uniformed police officer.

10. In 2021, Plaintiff resumed his role in Team Security where his job duties included overseeing functions at the airport and during bus trips, ensuring the accountability of all individuals, and maintaining on time departure schedules.

11. In the 2023 season for the Grizzlies, Plaintiff was appointed as the Team Security Team Leader, where his duties extended to scheduling all events as well as coordinating the deployment of the security team members for games and events.

12. Plaintiff was never disciplined or written up for anything while working for the Grizzlies.

13. After the Director of Team Security resigned on or about September 2023, Plaintiff filled the interim role.

14. However, in November 2023, Jason Pagenkopf [“Mr. Pagenkopf”] – younger white male – was hired as Director of Team Security. Plaintiff was never formally offered the position of Director of Security and was not made aware that the Grizzlies were looking to fill the position because he had already assumed the position as interim director.

15. Shortly after the season ended, Mr. Pagenkopf called Plaintiff to inform him of two full-time positions that were available or that would be available soon. In fact, a new job position was created known as the Director of Arena and Team Security. Plaintiff had the seniority and experience to perform the Director of Arena and Team Security position as well.

16. However, the Director of Arena Security position was filled by a young male, and the Director of Arena and Team Security position was filled by a young white male.

17. Instead of being promoted to a new position, Plaintiff was terminated on or about April 25, 2024. Plaintiff received no separation notice or reason for the termination.

18. Plaintiff filed a Charge of Discrimination (No. 490-2025-01227) with the EEOC on January 22, 2025. The foregoing charge was filed within 300 days of Plaintiff’s wrongful termination.

19. On December 10, 2025, the EEOC issued a Notice of Right to Sue on the grounds that it will do no further investigation. A true and correct copy of the foregoing notice is attached hereto as Exhibit A.

20. This Complaint is therefore timely filed, and Plaintiff has exhausted all of his administrative remedies on his claim.

21. As a direct and proximate result of the discriminatory acts set forth above, Plaintiff has suffered the following injuries, including but not limited to, a decline in his overall health.

22. Because of these discriminatory employment actions described *supra*, Plaintiff is suffering an on-going loss of wages because he was terminated.

23. The foregoing injuries set forth have been suffered and will continue to be suffered into the foreseeable future.

24. Plaintiff should be made whole for all injuries and losses suffered by Plaintiff as a proximate result of Defendant's unlawful acts.

25. Defendant has intentionally, willfully, and/or recklessly violated Plaintiff's rights. An award of punitive damages is appropriate under the law.

### **COUNT I**

26. The allegations contained in paragraphs 1 through 25 are hereby incorporated by reference into this Count I.

27. Originally, all Grizzlies Team Security detail positions were held by black individuals. Almost all positions have since been replaced by young white males after Mr. Pagenkopf was placed in the Director of Security position. Instead of a promotion into a position he was qualified to perform, Plaintiff was terminated.

28. Plaintiff's termination was based on his race (black) in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e.

29. Plaintiff filed a Charge of Discrimination (No. 490-2025-01227) with the EEOC on January 22, 2025. The foregoing charge was filed within 300 days of Plaintiff's wrongful termination.

30. On December 10, 2025, the EEOC issued a Notice of Right to Sue on the grounds that it will do no further investigation. A true and correct copy of the foregoing notice is attached hereto as Exhibit A.

31. This Complaint is therefore timely filed, and Plaintiff has exhausted all of his administrative remedies on his claim.

32. Accordingly, Plaintiff is entitled to a damages award against Defendant for all back pay, front pay, lost benefits, prejudgment interest, tax gross-up, attorney's fees, and expenses. In addition, Plaintiff is entitled to reinstatement to his former position if it is determined to be the proper remedy with all back pay and benefits. Plaintiff is entitled to compensatory damages for emotional distress. Finally, because of Defendant's willful and intentional conduct and reckless disregard for Plaintiff's federally protected rights, Plaintiff is entitled to an award of punitive damages against Defendant.

## COUNT II

33. The allegations contained in paragraphs 1 through 25 are incorporated by reference into this Count II.

34. Originally, all Grizzlies Team Security detail positions were held by black individuals. Almost all positions have since been replaced by young white males after Mr. Pagenkopf was placed in the Director of Security position. Instead of a promotion into a position he was qualified to perform, Plaintiff was terminated.

35. Federal law, specifically 42 U.S.C. § 1981, as amended, states in pertinent part that all employees should be protected from, *inter alia*, discrimination that all employees' interests in dignity and freedom from humiliation should be protected.

36. Plaintiff's termination was based on his race (black) in violation of 42 U.S.C. § 1981, as amended.

37. Accordingly, Plaintiff is entitled to a damages award against Defendant for all back pay, front pay, lost benefits, prejudgment interest, tax gross-up, attorney's fees, and expenses. In

addition, Plaintiff is entitled to reinstatement to his former position if that is determined to be the proper remedy with all back pay and benefits. Plaintiff is entitled to compensatory damages for emotional distress. Finally, because of Defendant's willful and intentional conduct and reckless disregard for Plaintiff's federally protected rights, Plaintiff is entitled to an award of punitive damages against Defendant.

### **COUNT III**

38. The allegations contained in paragraphs 1 through 25 are incorporated by reference into this Count III.

39. Originally, all Grizzlies Team Security detail positions were held by black individuals. Almost all positions have since been replaced by young white males after Mr. Pagenkopf was placed in the Director of Security position. Instead of a promotion into a position he was qualified to perform, Plaintiff was terminated.

40. Defendant took adverse employment actions against Plaintiff in violation of the anti-discrimination provisions of ADEA on the basis of Plaintiff's age.

41. Accordingly, Plaintiff is entitled to a damages award against Defendant for all back pay, front pay, lost benefits, prejudgment interest, tax gross-up, attorney's fees, and expenses. In addition, Plaintiff is entitled to reinstatement to her former position if it is determined to be the proper remedy with all back pay and benefits. Plaintiff is entitled to compensatory damages for emotional distress. Finally, because of Defendant's willful and intentional conduct and reckless disregard for Plaintiff's federally protected rights, Plaintiff is entitled to a liquidated damages award of two times his lost back pay, front pay, and compensatory damages.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that:

1. The Court order Defendant to rescind all adverse employment actions taken against Plaintiff.
2. The Court order Defendant to make Plaintiff whole for all lost wages and fringe benefits, back pay, loss of earning capacity, front pay, and emotional distress relating to Defendant's wrongful acts of discrimination.
3. The Court order Defendant to pay prejudgment interest, tax gross-up, costs, and attorneys' fees.
4. The Court award Plaintiff all equitable relief and injunctive relief as may be appropriate including back pay and benefits and front pay if it is not feasible to rehire Plaintiff and reinstate her seniority, lost pay, and lost benefits.
5. The Court order Defendant to reinstate Plaintiff with all back pay if that is determined to be the proper remedy.
6. The Court award Plaintiff punitive damages.
7. The Court award Plaintiff liquidated damages.
8. The Court grant Plaintiff all other relief to which he is entitled.
9. Plaintiff demands a jury trial.

Respectfully submitted,

/s/ Ralph T. Gibson  
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