

# Abuse of Power, Corruption and Maleficence of Greyhound Bus Lines, Inc.

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<b>Lewis James Seals Jr., Complainant,</b>  <b>v.</b>  <b>Greyhound Bus Lines, Inc., Agency.</b>	<b>Case No:</b>  <b>Date: 09/10/16</b>
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## COMPLAINT BRIEF

**PRIVILEGED & CONFIDENTIAL  
SUBMITTED FOR PURPOSES OF BRIEF IN SUPPORT OF COMPLAINT**

**Re: Lewis Seals v. Greyhound Bus Lines, Inc.;**

### **I. Introduction.**

Complainant, Lewis Seals hereby complains that Greyhound Bus Lines, Inc. has violated the employee protection provisions of the Surface Transportation Assistance Act of 1982 (STAA), as amended, 49 U.S.C.A. § 31105 (West 2008), and its implementing regulations, 29 C.F.R. Part 1978 (2007), when it issued him two warning letters for claiming fatigue to avoid work. These letters and accompanying documents set forth the position of Complainant, Lewis Seals with respect to the above-referenced charge of discrimination, harassment, and retaliation against Greyhound Bus Lines, Inc. Complainant, Lewis Seals hereby demands that the above listed agencies do a full investigation based upon the facts herein and as a matter of law. Complainant asserts disparate treatment, harassment, discrimination, hostile work environment and retaliation.

Complainant hereby submits evidence as below, some new and some others already referenced in a complaint submitted to Greyhound Bus Lines, Inc. to proffer facts, which

are relevant and essential to the establishment of a prima facie case of discrimination and harassment.

Complainant, Lewis Seals is a commercially licensed bus driver, employed by Greyhound Bus Lines, Inc., a passenger bus line subject to the STAA, since December 2015, as an “extra-board” driver. An extra-board driver “takes extra runs” and “covers for a driver who is on vacation, or sick, or fatigued.” On an extra-board shift, a driver is available for “call” where he is required to wait by the phone in case the employer contacts him in need of another driver. The position is on call for twenty-four hours per day and seven days a week. Consequently, Complainant had to adjust his sleep patterns to work an irregular schedule.

In July of 2016, Complainant, Lewis Seals advised supervisors at the Memphis Greyhound terminal that he was being harassed by fellow co-workers for keeping Greyhound polices. The harassment was in reference to Greyhound’s policy of “On-Time Performance.” The policy was enforced to have drivers punctual; meaning leaving on time and arriving on time to the specified destination, Greyhound has implemented this service performance policy because data has showed that it has a major influence on customer and passenger satisfaction.

Complainant, Lewis Seals, through the grace of the Lord God Almighty, Jesus Christ, was able to make it to subsequent destinations on time in a miraculous fashion. Regular drivers began to get upset with the Complainant, because they believed that his on time performance would in their words, “take money away from their runs.” Complainant, Lewis Seals requested a thirty day leave but was denied. Instead, Complainant, Lewis Seals was given four days off from work. Complainant, Lewis Seals requested what was needed specifically for the leave and advised supervisors that he was willing to write a letter.

Complainant, Lewis Seals had been working many days straight before the allowed four days off work and became fatigued. On July 29, 2016, three days before his scheduled time off, Complainant, called Operations Support Center “OSC” and advised that he was fatigued and was unable to safely drive the Greyhound bus. “OSC” noted the call, took Complainant off of the extra board, and gave him a confirmation number.

On August 4, 2016 Faye Willis, driver supervisor for Greyhound Bus Lines, Inc., issued Complainant **two** letters of warning for using fatigue as a subterfuge to avoid work (absenteeism). It is believed that Willis issued the letters of warning because she thought Complainant’s claim of fatigue was a suspicious pretense to get more time off. The two letters arrived on the same day and they were threatening in nature. The letters stated that Complainant was to report to a meeting at the Memphis terminal with union representation.

Complainant, Lewis Seals believes that while a single warning letter may have not been viewed as harassment. The second letter sent at the same time was harassment and a process known as “stacking the deck” to ready one’s personal file for a corrective action, and a pre-condition to termination. The second warning letter as well as the first had an effect on hours, work assignments, pay, opportunities for advancement, and retirement benefits because it went into Complainant’s disciplinary file. According to Article G-7 Discipline, in the agreement between Greyhound Lines, Inc. and Amalgamated Transit Union:

**“When discipline is issued, employees will be given written notice specifying the charges and penalty by hand delivery with signed acknowledgement of receipt or U.S. Mail postmarked within contractual time limits. Notification will be furnished to the appropriate assistant business agent and the designated shop steward of the Union. When disciplining employees, complaints, discipline or records, which have been brought to the attention of the Company 24 months prior to the incident, will not be used to determine guilt or penalty.”**

Nevertheless, warning letters remained in the employee's personnel file and could be used to impeach the testimony of Complainant who believes to have a clean employment history. Accordingly, this violation of law was an impetus for further harassment and discrimination that the Complainant faces even now as a Greyhound employee. It is important to note that due to Complainant's belief in God, he is unable to align himself with associations and unions that contradict and go against the will of God. Therefore, he has no dealings with the Amalgamated Transit Union at any level.

Any attempt to exhaust specific performance through the Amalgamated Transit Union by any of the above listed agencies would be religious discrimination, a violation under Title VII of the Civil Rights Act of 1964, in that: (1) Complainant holds sincere religious beliefs that conflicts with an employment requirement; (2) he has informed the employer about the conflict; and (3) he has been discharged, disciplined and subjected to discriminatory treatment for failing to comply with the conflicting employment requirement. *Smith v. Pyro Mining*, 827 F.2d 1081, 1085 (6th Cir. 1987).

Thus Complainant alleges that Greyhound Bus Lines, Inc. violated the STAA's employee protection provisions when it issued him two warning letters for refusing to drive due to fatigue. Complainant asserts that "booking off" fatigue is reasonable and that he engaged in STAA protected activity according to, "Federal Motor Carrier Safety Regulation 392.3" that states, "No driver shall operate a motor vehicle nor can a motor carrier require or permit a driver to operate a motor vehicle, while the driver's ability or alertness is so impaired. [sic]" Accordingly, Greyhound Bus Lines, Inc. issued the two warning letters not based on a good faith mistake of fact but on the doctrine of "unclean hands." The letters had an effect on Complainant's pay, terms, and conditions of employment; it did qualify as discipline, discrimination, and harassment.

Please also note that this is not the only case where Complainant has been retaliated against for engaging in protected activity. Due to brevity, other acts of discrimination and harassment of Greyhound Bus Lines, Inc. against Complainant, Lewis Seals will be listed in the summary of facts. However, as it stands the complaint is timely and presents a claim of unlawful discrimination under the whistleblower protection provisions of the STAA, the Complainant has alleged and can later prove by a preponderance of the evidence that he is an employee of Greyhound Bus Lines, Inc., in Memphis, Tennessee; that he engaged in protected activity; that Greyhound Bus Lines, Inc. was aware of the protected activity; that the employer discharged, disciplined, or discriminated against him regarding pay, terms, or privileges of employment; and that the protected activity was the reason for the adverse action.

## **II. Summary of Facts**

By submitting this position statement, the Complainant in no way waives his right to present different, new or additional facts or arguments based upon subsequently acquired information or evidence. Additionally, this position statement is submitted to the above agencies for the purposes of completing a thorough investigation. Accordingly, the statements contained herein are privileged and confidential.

Complainant, Lewis Seals alleges that he was harassed and treated differently and adversely by Greyhound Bus Lines, Inc. based on his religion (Christianity); and in retaliation for filing a formal complaint on March 24, 2016 as follows:

1. On Tuesday, December 1, 2015, Complainant was interviewed and offered the position of professional motor coach operator at Greyhound Bus Lines, Inc. by

Dave Sanders. As a professional motor coach operator, Complainant reported to Sheryl Tucker. Complainant accepted the position on December 17, 2015. During the interview, Complainant advised Dave Sanders that he was a Christian.

2. After successfully completing training school, Complainant advised Greyhound Bus Lines, Inc.; through a written complaint that he was not getting paid according to the terms of the contractual agreement between the Amalgamated Transit Union and Greyhound Lines, Inc. The letter read in relevant part:

**“According to Greyhound policy and the contractual agreement between the Amalgamated Transit Union and Greyhound Lines, Inc., it is believed that I, Lewis Seals am owed compensation for work completed. This request should be viewed as an attachment to the, “Operator Earnings Adjustment Form.” In order to deliver excellent customer service and on-time performance, this attachment was created in order to obtain all monies due under the above polices and contract. While I, Lewis Seals have made a good-faith effort in obtaining all monies owed, I respectfully request all monies owed to me under all guidelines that stipulate pay to its employees under the above agreements and any others be promptly paid. Please note that according to the Department of Labor’s regulation, 29 CFR Part 516, it is required by Greyhound Lines, Inc. to have general record keeping requirements; which include, but are not limited to, hours worked each day and total hours worked each workweek, basis on which employee's wages are paid, all additions to or deductions from the employee's wages.**

**In addition, Greyhound Lines, Inc. records must include accurate information about the employee and data about the hours worked, and the wages earned. Therefore, I claim all monies owed to me via Greyhound’s policy or Amalgamated Transit Union contract with Greyhound Lines, Inc. as wages earned and must be paid promptly. If this is cannot be done I request for written documentation for all monies owed so that I may file a timely pay request. Please note whether documented below or not I request all monies that are due to me under the guiding policies of Greyhound bus lines and/ or the contractual agreement between the Amalgamated Transit Union and Greyhound Lines, Inc. Failure to pay all monies due may be a violation of the Wages and the Fair Labor Standards Act (FLSA)... If any pay claims or adjustments for operator Lewis Seals #477470 has been denied for any reason, please note the reason for the denial and respond in writing to the following address: Lewis Seals 5161 Leonard Road Memphis, TN 38109”**

This written complaint was faxed to “Operator Earnings Adjustment Department,” “OEAD” and hand delivered to Memphis terminal supervisor, Sheryl Tucker. Due to the lack of training, Complainant is unaware of how to successfully obtain all monies whether it be by filing a claim or otherwise. Complainant called, “OEAD” and advised that he was not getting paid properly and requested all monies for work completed. An unknown representative from “OEAD” told Complainant that, “[She] did not have time for him.... and that she had to handle others driver’s request for payment.”

Due to being a Christian, Complainant is unable to engage in behavior that is considered strife and confusion. Complainant has agreed to provide a service to his employer in exchange for payment. Greyhound Lines, Inc. has therefore breached this contract by failing to pay all monies owed to the Complainant.

Greyhound polices have made it extremely difficult if not impossible for a Christian to get paid justly. Complainant tries his best to be positive at all times and encourages others to act in a consistently respectable and dignified manner. It is against Complainant's religious beliefs to fight or argue about monies that are owed to him. Therefore, he has not called "OEAD" nor filed a pay claim as he is stilling awaiting the response from Greyhound Lines, Inc. regarding the complaint.

Complainant asserts that it has been used against him in respect to pay. Complainant believes that motor coach operators should not face discrimination or harassment because of their faith background, their beliefs, or their religious expression.

It should be noted that public employees do not forfeit their First Amendment rights upon entering the public workplace. *Perry v. Sindermann*, 408 U.S. 593 (1972); *Rutan v. Republican Party of Illinois*, 497 U.S. 62 (1990) and the employer's claim of "separation of church and state," is mistakenly inferred from the Establishment Clause. While government may not establish religion under the First Amendment, "[t]he Establishment Clause does not license government to treat religion and those who teach or practice it, simply by virtue of their status as such, as subversive of American ideals and therefore, subject to unique disabilities." *McDaniel v. Paty*, 435 U.S. 618, 641 (1978) (Brennan, J., concurring).

According to EEOC's policy, (Section 12: Religious Discrimination), "Religion is very broadly defined under Title VII. Religious beliefs, practices, and observances include those that are theistic in nature, as well as non-theistic "moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views." Religious beliefs can include unique views held by a few or even one individual; however, mere personal preferences are not religious beliefs. Title VII requires employers to accommodate religious beliefs, practices, and observances if the beliefs are "sincerely held" and the reasonable accommodation poses no undue hardship on the employer."

Complainant asserts religious discrimination under Title VII of the Civil Rights Act of 1964, in that: (1) he holds sincere religious beliefs that conflicts with an employment requirement; (2) he has informed the employer about the conflict; and (3) he has been discharged, disciplined and subjected to discriminatory treatment for failing to comply with the conflicting employment requirement. *Smith v. Pyro Mining*, 827 F.2d 1081, 1085 (6th Cir. 1987).

This complaint meets the criteria for an EEOC investigation regarding the Complainant's religion (Christianity).

3. Complainant asserts that Greyhound's policy for an earned day off is a façade. According to Greyhound policy and the contractual agreement between the Amalgamated Transit Union, "The Company will grant time off, as requested, staffing permitting. Operators who worked, were on an Earned Day Off, or were available for seven consecutive days without a book-off are eligible for an Earned Day Off. The operator may call OSC and request 24 hours off."

Complainant has asked multiple times for requested earned time off, that were not granted. "OSC" has advised complainant that due to manpower or blackout dates that he would not be able to get time off. Complainant advised that when

he had worked multiple days; satisfying the requirement and wanted to use the benefit of an earned day off, an “OSC” supervisor laughed at him and told him he could not grant the day off and that he had to “book off” instead.

Complainant advised that this increases the likelihood of fatigue and is partially the reason for many Greyhound involved accidents, because drivers are not contractually being let off because the extreme shortage of manpower that Greyhound currently faces. Instead, drivers are locked in bondage to transport customers or face retaliation for “booking off.”

4. On August 6, 2016, Complainant received a call from “OSC” to work Greyhound bus schedule 1194; originating in Atlanta, Georgia and going to Nashville, Tennessee. Complainant received the call at 12:49 p.m. and was told to report to the garage at or around 4:10 pm. Complainant arrived at the garage early, around 2:00 p.m., to fill out paperwork, and inspect the vehicle. However, upon arrival, a bus was not available for pre-trip inspection. Complainant requested a bus from the shop supervisor but he advised that since Complainant was the second section of the schedule he would have to give the first available bus to the first section of the same schedule.

Complainant did not receive a bus until around the schedule departure time of the schedule. However, Complainant noticed that the bus had defects from the previous driver log. After leaving the terminal, Complainant noticed that the bus was in disrepair. The brakes were faulty and were shaking the front end of the bus violently. Being close to the downtown Atlanta terminal, Complainant chose the best available option by parking the bus on the same street but down from the terminal. At or around 5:00 p.m., Complainant called Greyhound’s maintenance response desk to notify them of the issues with the bus.

While waiting on hold for Greyhound’s maintenance response, a female black supervisor came and accosted Complainant while he was still on the bus. Complainant was unable to release pressure to the door, effectively trapping him on the bus; however, it was reported that door pressure release was triggered causing this malfunction. It was believed by Complainant in “good faith” that he was unable to get off the bus. The supervisor opened the door from the outside panel and asked about the schedule. Complainant advised that he was unable to get off the bus and that the brakes were in disrepair. He advised the bus was unsafe to drive and that he was currently on hold with Greyhound’s maintenance response.

The supervisor demanded that Complainant get off the phone and immediately call the Atlanta garage instead of the proper procedure in calling Greyhound’s maintenance response desk. Complainant advised that he would call but after the proper procedure had been followed. The supervisor then demanded that that Complainant drive the unsafe bus to the Atlanta garage. Complainant refused. After a short wait, the supervisor called what the Complainant assumes to be Atlanta garage and said that the driver will not drive the bus and he is in his “black and whites.” Being in “black in whites” (Uniform) simply means that the driver is new and has not reached probation; however, Complainant has successfully reached the probation period. The supervisor advised that she knew who hired the Complainant and that she would call “Paulette” to handle the situation. Complainant understood this to be harassment and attempted to get off the bus; however, the supervisor blocked his way off. Complainant asked respectfully to get off the bus but the supervisor continued to block the door and

demanded he drive the bus. Complainant requested again to be let off the bus and begrudgingly the supervisor let him off.

The supervisor then called Complainant's name over the intercom to come outside. Upon arrival, the supervisor advised the Complainant to take an alternate bus but the Complainant refused as he was still on hold with Greyhound's maintenance response desk. The supervisor advised another driver to drive the unsafe bus to the garage. Not wanting to be liable if something were to happen, Complainant refused to drive the bus and stated that he did not want to be put into a "trick bag." After a long hold, Complainant finally reached Greyhound's maintenance response desk and advised them up the situation. (Please note that Greyhound phone lines are recorded and they can retrieve the calls upon request.)

Complainant called "OSC" and advised that he had been harassed and that he was unable to take the schedule. "OSC" booked the Complainant off against his will. After this incident, Complainant began to be retaliated against.

The Complainant activities are protected under STAA as he made a complaint "related to a violation of a commercial motor vehicle safety regulation, standard, or order," 49 U.S.C.A. § 31105(a)(1)(A); "refus[ing] to operate a vehicle because . . . the operation violates a regulation, standard, or order of the United States related to commercial motor vehicle safety or health," 49 U.S.C.A. § 31105(a)(1)(B)(i); and "refus[ing] to operate a vehicle because . . . the employee has a reasonable apprehension of serious injury to the employee or the public because of the vehicle's unsafe condition," 49 U.S.C.A. § 31105(a)(1)(B)(ii).

The Complainant's refusal to drive is also protected under subsection (1)(B)(ii) because he had "a reasonable apprehension of serious injury to [himself] or the public because of the vehicle's unsafe condition." This clause covers more than just mechanical defects of a vehicle - it is also intended to ensure "that employees are not forced to commit . . . unsafe acts." *Garcia v. AAA Cooper Transp.*,

This incident along with others asserted severe, consistent, and continuous harassment, discrimination, disparate treatment, and a hostile work environment by Greyhound Lines, Inc. based on his religion (Christianity) and other factors. Complainant asserts that swift retaliation followed the submission of the complaint.

6. On or about August 28, 2016, Complainant arrived in St. Louis, Missouri on a Greyhound schedule, dead head on cushion "DHOC." Dead head on cushion means that the Complainant was on duty but not driving the scheduled run. Complainant attempted to get a hotel room at the St. Louis City Center Hotel that is across the street from the Greyhound terminal. Complainant was advised that he could not go to the hotel by an unknown female black. Complainant did not believe it was true and attempted to book in a room with his corporate lodging card. Complainant specifically asked the receptionist if she had any rooms available and if Greyhound called to deny him a room. The receptionist advised the complainant that she did have rooms available and that Greyhound told her to deny Lewis Seals a hotel room. Complainant immediately called "OSC" and advised that he was being discriminated against. "OSC" manager talked to the receptionist and advised her to give Complainant a hotel room. The driver of the schedule that Complainant came on "DHOC" came after him to the hotel was given a room without issue.

It was later confirmed that Greyhound showed preference to the regular run drivers and discriminated against extra-board drivers. Complainant was advised by Greyhound supervisor that only those with a regular run could stay at the St. Louis Center Hotel, extra-board drivers had to go to a lower quality hotel that was a significant distance away. Up until that time, Complainant had always stayed at the St. Louis City Center Hotel when he was told to get a hotel in Saint Louis. Complainant advised the Greyhound supervisor in St. Louis that the process was discriminatory by not allowing drivers to get a room on a first-come, first-serve basis.

7. On or about August 30, 2016, Complainant received a call from "OSC" to work Greyhound bus schedule 1675; from St. Louis, Missouri going to Salina, Kansas. Complainant received the call at 4:43 a.m. Complainant reported to the Greyhound terminal and checked to receive his assigned bus number. When Complainant was unable to determine which bus he would take he called "OSC." Complainant placed the call at 6:28 a.m.

"OSC" operator advised Complainant that there was a notation in the system regarding a late bus but did not know why because of Complainant's advised report time. "OSC" operator advised Complainant to find a specific bus and pre-trip it and make it ready to take the schedule out on time. Greyhound terminal supervisor asked Complainant what he was doing. Complainant advised that he was given a directive from "OSC" to find a bus and make it ready to take the schedule out on time. Greyhound terminal supervisor advised that the schedule was over two hours late and that he had to wait on the late bus before he left. Complainant advised terminal supervisor that he must call "OSC" because he was told differently and did not want to be put in a "trick bag."

The supervisor agreed and came to Complainant a short while later and stated he had to wait on the late bus. Complainant advised if this was known why he was called so early in the morning. The supervisor did not have an answer. Complainant advised the supervisor that he had to book off fatigue. On or around 7:07 a.m., Complainant called "OSC" and "booked off" fatigue.

Complainant travelled back home to Memphis, Tennessee and rested. He called "OSC" on 08/31/2016 at 10:37 a.m. to report that he was available for work. However, "OSC" operator advised him that he was taken "out of service" and that he needed to talk to a supervisor to book back on. Complainant questioned the operator as to the reason he was taken out of service but was not given an explanation.

On the same day around 11:00 a.m., Complainant called Barbara Boyd; Greyhound driver supervisor, and told her to book him back on. She refused and stated that he needed to get a union representative. Complainant questioned as to why he could not book back on but she advised that she was currently on call with a technician and that he had to speak with the local supervisor Faye Willis. Complainant went to the Memphis terminal and spoke to Faye Willis, recounting the above sequence of events. He was not allowed to book back on but was told by Willis that he had to write a letter explaining what happened. Complainant asked for Willis' e-mail address and later that day sent the following e-mail message:

**"Greetings,**

**I am writing to notify you that I am not going to be harassed by Greyhound. According to Federal Motor Carrier Safety Administration, (Dot policy):**

**§ 392.3: Ill or fatigued operator.**

**No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, while the driver's ability or alertness is so impaired, or so likely to become impaired, through fatigue, illness, or any other cause, as to make it unsafe for him/her to begin or continue to operate the commercial motor vehicle. However, in a case of grave emergency where the hazard to occupants of the commercial motor vehicle or other users of the highway would be increased by compliance with this section, the driver may continue to operate the commercial motor vehicle to the nearest place at which that hazard is removed.**

**Accordingly I assert that it was so likely for me to become impaired, through fatigue to begin to operate the Greyhound bus, due to no fault of my own. However, after notification of being fatigued Greyhound Bus Lines is not allowing me to come back to work. This is harassment and discrimination violating the, Surface Transportation Assistance Act (STAA) 49 U.S.C. §31105. Please note that the act states in subsection, §31105 Employee protections (a) Prohibitions, in relevant part:**

**(1) A person may not discharge an employee, or discipline or discriminate against an employee regarding pay, terms, or privileges of employment, because -**

**(A)**

**(i) the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order, or has testified or will testify in such a proceeding; or**

**(ii) the person perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order;**

**(B) the employee refuses to operate a vehicle because -**

**(i) the operation violates a regulation, standard, or order of the United States related to commercial motor vehicle safety, health, or security; or**

**(ii) the employee has a reasonable apprehension of serious injury to the employee or the public because of the vehicle's hazardous safety or security condition;**

**I pray that you book me back on and reset my time for the time that I initially called to book on. I called OSC on 08/31/2016 at 10:37 a.m. to report for work. God bless you!**

**-Lewis Seals"**

On September 1, 2016 at or around 3:38 p.m., Complainant was called by “OSC” to report to work for an assignment. Complainant was placed back in service without notification.

As stated earlier, Complainant’s refusal to drive is protected activity under subsection (1)(B)(i) because his operation of a motor vehicle would have violated a Department of Transportation (DOT) regulation that states:

**No driver shall operate a commercial motor vehicle, and a motor carrier shall not require or permit a driver to operate a commercial motor vehicle, while the driver’s ability or alertness is so impaired, or so likely to become impaired, through fatigue, illness or any other cause, as to make it unsafe for him/her to begin or continue to operate the commercial motor vehicle. 49 C.F.R. § 392.3 (2003).**

This regulation, known colloquially as the “fatigue rule,” plainly covers Complainant as he anticipated that his ability or alertness was so likely to become impaired that it would be unsafe to begin driving.

Complainant *reasonably believed* it was unsafe for him to begin driving. Complainant’s refusal to drive therefore is protected under subsection (1)(B)(ii) as he had “a reasonable apprehension of serious injury to [himself] or the public because of the vehicle’s unsafe condition.” This clause covers more than just mechanical defects of a vehicle -it is also intended to ensure “that employees are not forced to commit . . . unsafe acts.” *Garcia v. AAA Cooper Transp.* Thus, a Complainant’s physical condition; fatigue, caused him to have a reasonable apprehension of serious injury to himself or the public if he drove in that condition.

Expecting a 7:30 a.m. departure, Complainant was on indeterminate hold at 7:07 a.m., was entitled to an hour notice, and would have had a nine and a half hour drive ahead once he was dispatched to leave. Complainant argues that this alone is “substantial evidence that supports the conclusion that Complainant had a reasonable apprehension of serious injury due to anticipated fatigue.”

### **III. Adverse Action**

Complainant has suffered adverse action initiated by the Greyhound Bus Lines, Inc. Complainant asserts disparate treatment, harassment, discrimination, hostile work environment, retaliation, blacklisting “black-balling,” transfer to different job location, change in duties or responsibilities, reduction in pay, making threats, intimidation, and constructive discharge.

Upon investigation, Complainant has necessary paperwork and documentation to prove that a nexus exists between the protected activity and adverse action. The documentation will reveal that the adverse action would not have occurred but for the protected activity; that the protected activity was a contributing factor in the adverse action; and that the protected activity was a motivating factor in the adverse action.

For the reasons and evidence provided herewith, Complainant hereby demands that the above agencies do a full investigation based upon the facts herein and as a matter of law. Complainant asserts disparate treatment, harassment, discrimination, hostile work environment and retaliation.

Respectfully submitted,

*Lewis James Seals Jr.*

Lewis James Seals Jr.



**DECLARATION**

I, the undersigned, declare under penalty of perjury that the foregoing statements made in the above are true and correct to the best of my knowledge, information, and belief.

Lewis James Seale Jr.  
Name

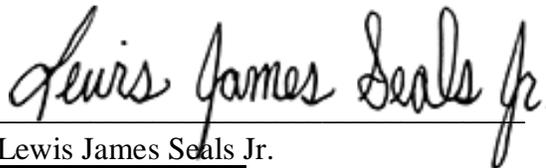
09/10/16  
Date

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I served the foregoing document(s) to the party indicated below by means indicated below on the date of signature below:

Greyhound Corporate Office Patriot Tower 350 North St. Paul Street Dallas, TX 75201	First Group America 600 Vine Street Suite 1400 Cincinnati, OH 45202	Office Of Federal Operations U.S. Equal Employment Opportunity Commission P. O. Box 77960 Washington, D.C. 20013
U.S. Department of Labor 200 Constitution Ave., NW Washington, DC 20210	Chamber of Commerce of the United States of America 1615 H Street, NW Washington, DC 20062-2000	Department of Labor and Workforce Development 220 French Landing Drive Nashville, Tennessee 37243
Tennessee Chamber of Commerce & Industry 414 Union Street, Suite 107, Nashville, TN 37219	Tennessee Human Rights Commission 312 Rosa L Parks Avenue 23rd floor Nashville, TN 37243	Human Rights Commission One Judiciary Square 441 4th Street NW Suite 290N Washington, DC 20001

By Certified Mail with Delivery Confirmation



Lewis James Seals Jr.

