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| Statutory element | Relevant facts | Element satisfied?  Additional facts needed?  Additional research needed? |
| **NC RETALIATORY EMPLOYMENT**  The employee exercised their rights as listed under N.C. Gen. Stat. §95-241(a) | Taylor filed a complaint with Brett. The statute has a list in §95-241(a)(1) that lists all of the sections where this would be a protected action. | Additional research is needed. |
| The employee suffered an adverse employment action—the discharge, suspension, demotion, retaliatory relocation or other adverse employment action taken against an employee in the terms, condition, privileges, and benefits of employment. | Taylor was moved to an office in the basement of the building (retaliatory relocation)  Taylor was taken off of the file for the Smart-Tek account (adverse action/demotion) even after the account had been primarily worked by Taylor for the months proceeding the complaint. | Taylor may satisfy the prima facia case under the North Carolina Retaliatory Employment Discrimination Act. |
| The alleged retaliatory action was taken because the employee exercised their rights under N.C. Gen. Stat. §95-241 | The burden rests with the defendant to offer a pretextual reason for the actions. | Additional facts are needed. Brett would need to supply a reason why Taylor was removed from the Smart-Tek account and that the office was relocated to the basement of the building. |
| **WRONGFUL DISCHARGE**  No right to terminate a contract for an unlawful reason or purpose that contravenes public policy.  “where the public policy providing for the safety of the traveling public is involved, we find it is in the best interest of the state on behalf of its citizens to encourage employees to refrain from violating that public policy at the demand of their employers.” *Coman* | Taylor has not been terminated, there is not claim that can be made yet for wrongful discharge.  However, if Taylor were to be terminated after the incident, she would be able to claim it was due to the fact that she made a complaint against Brett for a violation of public policy under Sarbanes-Oxley Act. | We would need to wait and see if Taylor leaves the position with the company.  If the issues cannot be resolved she may claim constructive discharge and then bring the claim for wrongful termination. |
| A contract may be terminated after the completion of a specified period of time. | We do not have information if there was an employment agreement or what the employment agreement contained. | Additional facts are needed. A copy of the employment agreement would need to be reviewed. |
| federal and state statutes have created exceptions prohibiting employers from discharging employees based on impermissible considerations such as the employee's age, race, sex, religion, national origin, or disability, or in retaliation for filing certain claims against the employer. | Taylor may be able to claim a discrimination discharge citing sex being the basis of her termination. Brett stated that Taylor should not worry her “pretty little head” and that she should “grow a pair”. This language could be construed as sexist. | Additional facts are needed to either support or deny a discrimination claim based on sex being the triggering factor. We would need to know if any other women worked in the office and how they were treated, and if these types of statements were also being made to the male counterparts. |
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