



Maine Human Rights Commission

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INVESTIGATOR'S REPORT
MHRC Case Number: E15-0568
December 8 2017

Tyler Young (South Portland)

v.

**American Income Life (McKinney, TX) &
Laura Fisher Agencies (Burlington, MA)¹**

I. Summary of Case:

Complainant, a former insurance agent, alleged that Insurance Company and Agency (collectively, the "Respondents") subjected him to a hostile work environment because a female supervisor ("Supervisor") sexually harassed him, which forced him to resign from his employment. Respondents, both sellers of insurance products, stated that Complainant was involved in a consensual relationship with Supervisor and that they exercised reasonable care to correct any harassment once it was reported. The Investigator conducted a preliminary investigation, which included reviewing all documents submitted by the parties, issuing written requests for additional information, and holding an Issues and Resolution Conference ("IRC"). Based upon this information, the Investigator recommends that the Commission find that there are reasonable grounds to believe that Respondents subjected Complainant to a hostile work environment based on his sex and that he was constructively discharged.

II. Jurisdictional Data:

- 1) Dates of alleged discrimination: February 2015 to March 2015.
- 2) Date complaint filed with the Maine Human Rights Commission ("Commission"): December 15, 2015.
- 3) Respondents are subject to the Maine Human Rights Act ("MHRA"), Title VII of the Civil Rights Act of 1964, as amended, as well as state and federal employment regulations.²

¹ Complainant named Respondents as "American Income Life" ("Insurance Company") and "Laura Fisher Agencies" ("Agency"); Insurance Company stated that its legal name is "American Income Life Insurance Company" and Agency stated that its legal name is "Laura Fisher and Associates, LLC". Because Complainant did not amend his complaint, the names he used have been retained.

² Respondents stated that neither Insurance Company nor Agency employs more than 15 people in the state of Maine. However, unlike certain federal laws, there is no exception to the MHRA for employers with fewer than 15 employees. Additionally, there is sufficient evidence in the record to conclude that Insurance Company employs more than 15 individuals outside the state of Maine; Agency argued that it employs approximately four employees, but this number excludes all individuals it considers independent contractors.

- 4) Complainant is not represented by counsel. Respondents are represented by Diane M Saunders, Esq.

III. Development of Facts:

- 1) Complainant provided the following in support of his claim:

During the entirety of his time working for Respondents, Supervisor made unwelcome sexual advances toward Complainant. As part of this conduct, Supervisor frequently called and texted Complainant, including sending him inappropriate pictures. Supervisor also gave Complainant gifts, invited him over to her home, and made sexualized, physical contact with him on more than one occasion. When he attempted to confront Supervisor about the harassment, she laughed and mocked him; Supervisor was the senior-most manager at Agency's Maine location. Due to the continued harassment, Complainant felt he had no choice but to resign his employment.

- 2) Respondents provided the following in support of their position:

Respondents did not, either separately or jointly, employ Complainant; he was an independent contractor, as was Supervisor. Respondents are not liable for harassment between two of its independent contractors. Even if Respondents could be considered his employer, Complainant did not report any harassment until a month after he resigned. Once he reported the harassment, Agency promptly took steps to correct the harassment and invited Complainant to return to his position, but he declined the offer. Further, the alleged harassment was not pervasive because it occurred over a short period of time, nor was it unwelcome because Complainant and Supervisor were involved in a consensual relationship.

- 3) The Investigator made the following findings of fact based on the information in the record:

- a) Insurance Company is a life and health insurance company that markets its products by way of licensed agents. Insurance Company offers various levels of agent contracts, with State General Agent being the highest level an agent can attain. Agency is a company that sells Insurance Company's products; Owner stated that she is the sole owner of Agency.³ At all relevant times, Owner maintained the only State General Agent contracts issued by Insurance Company for the states of Massachusetts and Maine.
- b) Around January 2015, Complainant applied for a Basic Agent position with Agency, which is the lowest contract level Insurance Company offered within its contract hierarchy. Complainant spent the next three to four weeks studying for an insurance licensing exam. Agency provided Complainant with materials and guidance about how to pass the exam. Complainant was responsible for determining how much to study for the exam, when to take the exam, and was required to pay for the exam.

³ Owner did not provide any documents to support her assertion that she is sole owner of Agency. On August 30, 2017, the Investigator reviewed the internet for information related to Agency. On that date, Agency's website stated that it was a "division" of Insurance Company; the website also contained a section that advertised "a career with [Insurance Company]/[Agency]". On a third-party website, the Investigator found a comment apparently posted by the Marketing Director of Agency which stated Agency was a "subsidiary" of Insurance Company. At the IRC, Owner stated that Agency is an independent contractor of Insurance Company and one of 72 other agencies Insurance Company contracts with throughout the country. Owner did not provide a detailed explanation about why information online, including its own website, stated otherwise.

- c) Complainant passed the exam and then signed Insurance Company's Agent Contract on January 29, 2015 (the "Agent Contract"). The Agent Contract specified that Complainant was an independent contractor, not an employee of Insurance Company. The Agent Contract required Complainant to submit all applications for insurance to Insurance Company and restricted him from attempting to induce customers to cancel their policies issued by Insurance Company. Complainant was required to provide his own transportation and cover his other expenses related to selling insurance. Complainant was paid on commission by Insurance Company, who issued him a Form 1099.
- d) During the first week of February 2015, Complainant attended orientation and training at Agency's office located in Massachusetts ("Massachusetts Office"). Agency provided Complainant and other new agents with a script for selling Insurance Company's products. Insurance Company had to approve all scripts agents use to sell its products.⁴ Agency also instructed Complainant about how to book appointments, how the underwriting process works, and instructed him about protocols to follow in customers' homes. Respondents stated that this orientation and training lasted one week; Complainant believed that the training lasted approximately two days.
- e) Prior to the IRC, Respondents submitted an affidavit from Owner related to Agency's training of new agents (the "Affidavit"). In the Affidavit, Owner stated that, during orientation, she "always speak[s] to the trainees about harassment and discrimination, and [she] clearly convey[s] the message verbally that sexual harassment is illegal...". At the IRC, Owner contradicted that contents of the Affidavit. Owner stated she does not speak to new agents during orientation about sexual harassment and stated that Agency only provides sexual harassment training to agents with management-level contracts. Owner could not recall if she assisted in training Complainant at the Massachusetts Office, but stated that if she did, she would have had only limited contact with him. Agency maintained two posters with information about employment laws, including anti-discrimination laws at the Massachusetts Office. Complainant stated he never saw the posters in the Massachusetts Office; the parties did not dispute that Agency did not have a similar poster in its Maine Office.
- f) On February 9, 2015, Complainant attended his first day of work in the Maine Office. Owner explained that Agency typically provides two weeks of on-the-job training to new agents. During this time, new agents are required to memorize their scripts. Owner and agents with more experience tested Complainant and other new agents on their ability to memorize the script. Owner stated that Agency then gives new agents packets of leads for potential customers ("Lead Packets"), but that agents only receive Lead Packets once they've demonstrated their ability to follow the script. Insurance Company and Agency split the cost of the Lead Packets.
- g) Complainant stated that he had little in-person interaction with Supervisor on his first night. After he left the Maine Office that night, Supervisor texted Complainant. In her texts, Supervisor asked Complainant about his age; she then told him that she was attracted to him and asked him if the feeling was mutual. A copy of these texts is attached as Exhibit 1 (texts from Supervisor are on the right side of the page). The parties continued to text that night and Supervisor suggested that sex helped her deal with her stress. A copy of these texts is attached as Exhibit 2. Complainant and Supervisor continued to text about movies, family, and other topics before ending their conversation.

⁴ Respondents stated that Insurance Company approved the scripts because the insurance industry is highly regulated and Insurance Company needed to make sure materials used by agents comply with state laws. Insurance Company stated that it was also for this reason that agents were required to use Insurance Company's applications and other forms when selling its products. Respondents did not identify the particular state laws and/or regulations it argued imposed such requirements upon them.

- h) The next night, Supervisor texted Complainant after work again. She asked him about his hair style and offered to buy him a haircut. They then texted back and forth about their hobbies and their respective backgrounds.
- i) On the following night, Supervisor texted Complainant after work. She asked him about his training and offered to give him tips. Supervisor asked Complainant about his favorite food and offered to cook him steak; Complainant responded that her offer sounded interesting. They subsequently texted about a coworker and their favorite television shows. Supervisor then started to discuss topics related to sex; this conversation extended into the next several days. A copy of these texts is attached as **Exhibit 3**.
- j) Complainant alleged that his immediate manager (“Manager”) was supposed to conduct his training, but that Supervisor decided to usurp this role from Manager. At the IRC, Complainant stated that, in addition to her texts, Supervisor also caressed his leg during the first week of training. Complainant stated that he was shocked and could not speak about this initial physical contact at the time. Complainant also alleged that, around the same time, Supervisor invited him to out to lunch. Complainant stated he believed they were going to talk about promotional material for selling insurance, but instead, Supervisor tried to turn the conversation to sex by asking him to come over for a sleepover. Complainant stated that Supervisor told him she was a good cook and that she could give him tips for selling insurance.⁵
- k) Complainant and Supervisor texted intermittently over the next days. On February 16, 2015, Supervisor sent Complainant a text that referred to a “bj” as part of a joke about his new haircut. Two days later, they exchanged texts that appear to reference topics of a sexual nature. A copy of these texts is attached as **Exhibit 4**. Complainant and Supervisor texted sporadically during that week. Over the weekend, Supervisor offered to cook Complainant a warm meal; Complainant declined stating that he was traveling with friends that night. Later that day, the parties exchanged texts that ultimately resulted in Supervisor sending pictures of herself in her underwear to Complainant. A copy of this text exchange is attached as **Exhibit 5**.⁶
- l) At the IRC, Complainant described an additional incident of physical contact that occurred sometime after Supervisor caressed his leg, but before he and Supervisor kissed (see below). Complainant alleged that he was sitting in the passenger seat of Supervisor’s car when she put her hands on his belt, leaned over, and kissed him. Complainant stated that he froze when Supervisor initiated the contact. Complainant alleged that Supervisor then took his belt off and put his flaccid penis in her mouth for approximately 15 seconds.⁷ Complainant stated he could not believe it happened and wished he had had

⁵ Complainant did not include reference to these two incidents in his written submissions.

⁶ For privacy reasons, the Investigator redacted Supervisor’s face from the pictures contained in these texts.

⁷ Complainant also did not include reference to this incident in his written submissions. However, Complainant did allege that Supervisor ripped his belt off, grabbed his genitals, and begged to perform oral sex on him, which is generally consistent with the incident he described at the IRC. When the Investigator asked Complainant to explain why he did not describe this incident prior to the IRC, he stated that he did not go into detail with his written submissions and that he hated to discuss this incident. The Investigator notes that Respondents did not question Complainant’s version of events, nor raise the issue of whether Supervisor’s conduct was unwelcome to Complainant, until days prior to the original close of evidence deadline; arguably this could provide another explanation for why Complainant did not provide additional detail about this encounter sooner.

the ability to say something at the time. Complainant alleged that he eventually stopped Supervisor by telling her his father was ill and that he needed to leave.⁸

- m) On February 25, 2015, after work, Supervisor started a text conversation with Complainant accusing him of being a “tease”. It is apparent that Supervisor and Complainant engaged in physical contact earlier that evening. Complainant stated that Supervisor brought a bottle of liquor to the office and suggested they, along with others, drink in the Maine Office. Complainant stated he became “black out” drunk and “made out” with Supervisor. Respondents submitted an affidavit from Supervisor in which she described the event; Supervisor stated that she and Complainant heavily kissed and petted one another, but no sexual act occurred. A copy of the text exchange that appears to be related to this event is attached as **Exhibit 6**.⁹
- n) Three days later, Supervisor texted Complainant and suggested that she would have made a sexual advance on him in her car if a third party had not been present. Supervisor ended this text exchange with a graphic sexual description about how she had felt since their physical contact in the Maine Office. A copy of this text exchange is attached as **Exhibit 7**. The parties exchanged few texts of the next several days. On March 3, 2015, Supervisor sent Complainant a text apologizing for pressuring him into something he was not ready for; a copy of this text change is attached as **Exhibit 8**. The parties exchanged texts over the next two weeks that generally focused on workplace issues.
- o) Complainant also alleged that Supervisor frequently tried to give him gifts related to work, such as a printer and a laptop case; he stated that Supervisor often asked him out to meals during the workday which he felt obligated to attend. Complainant stated that Supervisor did not treat others in the same way and, in fact, treated them less favorably because she devoted so much time to him. Complainant also alleged that Supervisor frequently called him on the phone to continue her harassment; he stated that he attempted to avoid her calls as much as possible, but felt obligated to answer because she was his superior.¹⁰
- p) Complainant alleged that he confronted Supervisor in the Maine Office about the harassment around March 16, 2015. He stated that Supervisor became upset with him because he took a personal call at the office and he responded by saying, “Just because I don’t want you doesn’t mean you can attack me.” Complainant alleged that Supervisor responded by saying, “Oh, you think I want you?” and laughed at him. In her affidavit, Supervisor denied that Complainant confronted her about the harassment. Around the same time, Supervisor and Complainant exchanged argumentative texts about what steps he should follow when asking questions related to potential sales to customers.

⁸ Respondent submitted evidence showing that Complainant was arrested for stabbing another person during a fight in April 2016. Respondent argued that it strained common sense to believe that Complainant would stab someone during a fight, yet tolerate sexual harassment without taking some defensive action. The Investigator struggles to give any credit to this type of argument as it tends to put the burden on the victim of harassment to stop the conduct, rather than the purported harasser; such an argument certainly seems to conflict with common sense. Moreover, at the IRC, Complainant stated that he felt he could not fight back against Supervisor in the car because he could not “hit a girl”; Complainant also stated he felt that he could not say anything to Supervisor because she was his boss.

⁹ It appears that Supervisor shared a photograph of a mark left on her body as a result of the physical contact between her and Complainant.

¹⁰ Pursuant to Respondents’ suggestion, the Investigator requested that Complainant produce any evidence on his phone to corroborate his allegations about the phone calls. Complainant did not respond to the Investigator’s request.

- q) A few days after these incidents, Complainant was napping at the Maine Office when he was awoken by a hard smack on his bottom. Complainant stated that Supervisor was the only other person in the office at the time. Complainant also alleged that, around the same time, Supervisor took his wallet from his pocket and hid it in the women's restroom in order to embarrass him. Complainant stated that after these incidents he stopped showing up for work due to the continued harassment and ultimately resigned on March 25, 2015.
- r) In late April 2015, Complainant contacted Owner about the texts he had received from Supervisor and reported that he was considering filing sexual harassment charges. Approximately a week later, Complainant sent Owner examples of the texts he had received. At the IRC, Owner stated that the texts and pictures Supervisor sent Complainant made her sick and were inappropriate. Owner then met with Supervisor who reported that she had been in a consensual relationship with Complainant. Following that meeting, Owner terminated Supervisor's management contract and demoted her to the basic level agent. Owner informed Complainant of this discipline and invited him to return to his employment under a new supervisory structure; Complainant declined the offer.
- s) Respondents stated that agents such as Complainant rarely interacted in person with other agents such as Supervisor. At the IRC, Owner stated that agents usually only trained for two weeks and that she believed Supervisor would not have had much contact with Complainant after that initial two-week training period. Respondents argued that, even if true, Complainant's allegations amount to sporadic interactions over phone and text during a three-month period, which, they suggested, is not sufficiently pervasive to support a claim of sexual harassment.
- t) Respondents also argued that Complainant failed to demonstrate that Supervisor's advances were unwelcome and that the two were involved in a consensual relationship.¹¹ At the IRC, Complainant stated that he had no problem being nice to people and that he initially felt Supervisor was being friendly by texting him. Complainant stated that he grew uncomfortable after the first day or two because Supervisor's texts were no longer mostly about neutral topics like movies or hobbies. Complainant stated that he never initiated sex-based conversations with Supervisor and that tried to make himself appear less desirable to Supervisor when she proposed sexual acts by highlighting his drug use, as well as one instance where he slapped an ex-girlfriend. Complainant also alleged that he felt obligated to continue to engage with Supervisor because she was the highest-level agent in the Maine Office and his supervisor; he further indicated that he felt that he would have put his career in jeopardy by failing to remain on good terms with Supervisor. Complainant stated that his "go-to" excuse to avoid contact with Supervisor was to tell her that his father was sick or dying.
- u) At the time he worked for Respondents, Supervisor was the highest-level agent at the Maine Office; there were at least three other management-level agents below her who also worked at the Maine Office. Owner visited the Maine Office approximately one time per week during this period. Owner stated that she recalled seeing Complainant once during her visits, but otherwise did not have contact with him; Complainant said he rarely, if ever, saw Owner at the Maine Office.
- v) Respondents asserted that Complainant unreasonably failed to take advantage of opportunities to avoid harm from Supervisor because he failed to report the harassment prior to his resignation. Complainant stated that he did not perceive the other managing agents at the Maine Office as having the ability to correct Supervisor's behavior because she oversaw that office. Complainant also stated that Supervisor told him she was close friends with Owner and the receptionist at the Massachusetts Office, so he

¹¹ In her affidavit, Supervisor stated that she believed her relationship with Complainant was consensual.

believed it would have been futile to report the harassment to these individuals. At the IRC, Complainant stated that he only contacted Owner after he resigned because another former insurance agent reached out to him and told him she had filed a complaint with the Commission.¹²

- w) Agency had an employment relationship with Complainant, not an independent contractor relationship.¹³ The record is replete with evidence that Agency controlled how Complainant performed his job duties. For example, Agency provided Complainant with training about how to interact with customers, *exactly*¹⁴ what to say to customers, and provided him with real-time support for issues that arose when he interacted with customers. Additionally, Agency trained Complainant, set benchmarks for his performance, and provided him with a management structure. Further, Agency hired agents, fired agents, disciplined agents (*e.g.* Owner demoted Supervisor), and furnished agents with materials they were required to use to sell Insurance Company's products, as well providing office space for agents' use. Complainant did have the ability to control the progress of his work throughout the week, was not obligated to attend training sessions after the initial orientation (though Owner stated such sessions were strongly recommended), and was paid by Insurance Company. However, these facts are insufficient to overcome other evidence in the record that shows Complainant was an employee of Agency.
- x) For similar reasons, there is sufficient evidence in the record to conclude that Insurance Company was a joint employer of Complainant with Agency.¹⁵ Agents were required to use scripts approved by Insurance Company, which appears to have the effect of allowing Insurance Company to essentially determine what agents say to customers.¹⁶ While Insurance Company did not hire or fire agents, it did set benchmarks for their performance; for example, Insurance Company required that agents maintain a

¹² This other former agent filed a charge in a separate case with the Commission; the information in that file is not part of this case's record, but its contents are open to the public upon request.

¹³ The test to determine whether there is an employee/employer relationship considers the following factors: (1) the existence of a contract for the performance by a person of a certain piece or kind of work at a fixed price; (2) independent nature of his business or his distinct calling; (3) his employment of assistants with the right to supervise their activities; (4) his obligation to furnish necessary tools, supplies, and materials; (5) his right to control the progress of the work except as to final results; (6) the time for which the workman is employed; (7) the method of payment, whether by time or by job; (8) whether the work is part of the regular business of the employer. *Taylor v. Kennedy*, 1998 ME 234, ¶ 8, 719 A.2d 525 (Me. 1998) (quoting *Murray's Case*, 130 Me. 181, 186, 154 A. 352, 354 (1931)). Control is the most important factor, which "includes the rights both to employ and to discharge subordinates and the power to control and direct the details of the work." *Legassie v. Bangor Publ. Co.*, 1999 ME 180, ¶ 6, 741 A.2d 442 (Me. 1999).

¹⁴ Basic agents were required to memorize their scripts, and prove as much, before receiving Lead Packets.

¹⁵ "Whether joint employer status exists is essentially a factual question." *Rivera-Vega v. ConAgra, Inc.*, 70 F.3d 153at 163. Courts use the same common-law test for determining whether an employee/employer relationship exists (see FN 12) to determine if an organization is a joint employer of an individual. *Taylor v. Kennedy*, 1998 ME 234, ¶ 8, 719 A.2d 525 (Me. 1998) (quoting *Murray's Case*, 130 Me. 181, 186, 154 A. 352, 354 (1931)).

¹⁶ As noted above, Respondents argued that Insurance Company must approve the scripts in order to comply with state insurance laws and cited case law to argue that such conduct does not imply an employee/employer relationship. However, Respondent failed to identify what insurance laws were at issue, which raises questions about the validity of their argument. Additionally, the case law cited by Respondent is not generally persuasive, particularly because the individual found not to be an employee in the case cited was a general agent, which is analogous Owner's position in this case (and far from analogous to Complainant's position as a Basic Agent).

specific level of customer retention before being promoted to a higher-level contract.¹⁷ Additionally, there is evidence that suggests Insurance Company was involved in disciplining agents for misconduct. Insurance Company argued that it issued discipline only because it was required to comply with insurance laws; at the IRC, Owner provided a more muddled explanation about this relationship and indicated Insurance Company issued discipline to agents on a case-by-case basis. Insurance Company also provided the marketing materials, applications, and other forms agents were required to use when performing their job. In addition, Insurance Company split the cost of Lead Packets and bonuses given to agents with Agency. Like Agency, there is no indication that Insurance Company controlled where agents were day-to-day; and at the IRC, Complainant stated he had no direct contact with Insurance Company. Determination of whether a joint employer relationship exists is a highly factual question; based on the record in this case¹⁸, there is sufficient evidence to conclude that Insurance Company was a joint employer of Complainant with Agency.

IV. Analysis:

- 1) The MHRA provides that the Commission or its delegated investigator “shall conduct such preliminary investigation as it determines necessary to determine whether there are reasonable grounds to believe that unlawful discrimination has occurred.” 5 Maine Revised Statutes (“M.R.S.”) § 4612(1)(B). The Commission interprets the “reasonable grounds” standard to mean that there is at least an even chance of Complainant prevailing in a civil action.

Hostile Work Environment

- 2) The MHRA provides that it is unlawful to discriminate on the basis of sex in the terms and conditions of employment. 5 M.R.S. § 4572(1)(A).
- 3) The Commission’s Employment Regulations provide, in part, that: “[h]arassment on the basis of protected class is a violation of Section 4572 of the Act. Unwelcome advances because of protected class (e.g., sexual advances or requests for sexual favors), comments, jokes, acts and other verbal or physical conduct related to protected class (e.g., of a sexual, racial, or religious nature) or directed toward a person because of protected class constitute unlawful harassment when . . . [s]uch conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working [] environment.” Me. Hum. Rights Comm’n Reg. Ch. 3, §10(1)(C) (Sept. 24, 2014).
- 4) “Hostile environment claims involve repeated or intense harassment sufficiently severe or pervasive to create an abusive working environment.” *Doyle v. Dep’t of Human Servs.*, 2003 ME 61, ¶ 23, 824 A.2d 48, 57. In determining whether an actionable hostile work environment claim exists, it is necessary to view “all the circumstances, including the frequency of the discriminatory conduct; its severity; whether it is

¹⁷ Insurance Company also retained the ability to terminate agents’ contracts for their failure to comply with certain operational requirements; however, courts have found that this fact alone is not sufficient to impute joint employer status on a company. (“One entity does not control another entity's employees merely because business reality gives it power to exert financial pressures.” *See Zarnoski v. Hearst Business Communications, Inc.*, 1996 WL 11301, *8.)

¹⁸ The Investigator believes more factual development will lead to a clearer picture of issues in this case, particularly concerning the issue of Insurance Company’s joint employer status. However, the investigation was limited due to the time constraints imposed by the MHRA, as well as Respondents’ decision not to directly address the merits of Complainant’s harassment claim until days before the initial close-of-evidence deadline. As a result of Respondents’ additional arguments, the Investigator reopened the record to additional evidence and held the IRC.

physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee's work performance." *Id.* (citations omitted). It is not necessary that the inappropriate conduct occur more than once so long as it is severe enough to cause the workplace to become hostile or abusive. *Id.*; *Nadeau v. Rainbow Rugs*, 675 A.2d 973, 976 (Me. 1996). "The standard requires an objectively hostile or abusive environment--one that a reasonable person would find hostile or abusive--as well as the victim's subjective perception that the environment is abusive." *Nadeau*, 675 A.2d at 976.

5) Accordingly, to succeed on such a claim, Complainant must demonstrate the following:

(1) that she (or he) is a member of a protected class; (2) that []he was subject to unwelcome sexual harassment; (3) that the harassment was based upon sex; (4) that the harassment was sufficiently severe or pervasive so as to alter the conditions of plaintiff's employment and create an abusive work environment; (5) that sexually objectionable conduct was both objectively and subjectively offensive, such that a reasonable person would find it hostile or abusive and the victim in fact did perceive it to be so; and (6) that some basis for employer liability has been established.

Watt v. UniFirst Corp., 2009 ME 47, ¶ 22, 969 A.2d 897, 902-903.

- 6) The fact that the conduct complained of is unwelcome must be communicated directly or indirectly to the perpetrator of the conduct. *See Lipssett v. University of Puerto Rico*, 864 F.2d 881, 898 (1st Cir. 1988). In some instances, Complainant may have the responsibility for telling the alleged harasser directly that his or her comments or conduct is unwelcome. In other instances, however, Complainant's consistent failure to respond to suggestive comments or gestures may be sufficient to communicate that the conduct is unwelcome. *Id.* Where Complainant never verbally rejects a supervisor's sexual advances, yet there is no contention or evidence that Complainant ever invited them, evidence that Complainant consistently demonstrated unalterable resistance to all sexual advances is enough to establish their unwelcomeness. *See Chamberlin v. 101 Realty, Inc.*, 915 F.2d 777, 784 (1990). Complainant may also be relieved of the responsibility for directly communicating unwelcomeness when he reasonably perceives that doing so may prompt the termination of his employment, especially when the sexual overtures are made by the owner of the business. *Id.*
- 7) The Commission's Employment Regulations provide that an employer "is responsible for its acts and those of its agents and supervisory employees with respect to unlawful harassment." When the supervisor's harassment results in a tangible adverse employment action, "liability attaches to the employer regardless of whether the employer knew or should have known of the harassment, and regardless of whether the specific acts complained of were authorized or even forbidden by the employer." When no tangible adverse employment action results, the employer may raise an affirmative defense by proving by a preponderance of the evidence both that it "exercised reasonable care to prevent and correct promptly any harassing behavior"; and that the Complainant "unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer or to avoid harm otherwise." Me. Hum. Rights Comm'n Reg. Ch. 3, §10(2) (Sept. 24, 2014).
- 8) Here, Complainant established that he was subjected to a hostile work environment on the basis of his sex, with reasoning as follows:
- a) There is no real dispute in this case that Complainant was subjected to harassment, and that the harassment was based upon sex and sexual in nature.

- b) There is sufficient evidence in the record to establish that the sexual harassment was unwelcome to Complainant. To start, Complainant submitted his Intake Form alleging that the harassment was unwelcome mere months after it occurred; he then subsequently submitted a signed, sworn Complaint consistent with his Intake Form. Additionally, at the IRC, Complainant spoke credibly about feeling pressure to remain on friendly terms with Supervisor despite her advances; this evidence, by itself, would likely be sufficient for Complainant to establish that the harassment was unwelcome.¹⁹ The fact that Complainant had a “go-to” excuse for avoiding Supervisor is also illustrative of the perceived her advances as unwelcome. Further, Complainant offered a reasonable explanation to counter Respondents’ assertion that the text messages showed he was welcoming to Supervisor’s conduct. Complainant pointed out that he never initiated text exchanges related to sex and often offered reasons to Supervisor why he was unappealing (*e.g.* drug use or past violence with women) immediately after a sexual proposition. A plain reading of the text messages is consistent with his position. Indeed, it appears that, at some point, Supervisor herself perceived Complainant as an unwilling participant because she apologized for pressuring Complainant into something he was “not ready for”. This apology came after the physical contact the parties had at the Maine Office; immediately after that incident, Supervisor referred to Complainant as a “tease,” which tends to suggest that he did not participate in the contact as much as she desired – arguably this is also circumstantial evidence that the contact was unwelcome. Complainant explained that he was “black out” drunk during the physical contact he had with Supervisor at the Maine Office and that, in his opinion, consent required a party to use the word “Yes”.²⁰ Moreover, the evidence offered by Respondents to support their argument that the conduct was welcome is not particularly strong. Other than their interpretation of the text messages, they only offered the affidavit from Supervisor which stated that she was in a consensual relationship with Complainant. However, in these types of cases, the harasser’s perspective on such issues is highly suspect. Given the standard applied by the Commission, there is more than enough evidence to conclude that the harassment was unwelcome to Complainant.
- c) There is also sufficient evidence to conclude that the harassment was both severe and pervasive, though it need only meet one of those criteria. The physical contact Complainant described would be sufficient by itself to rise to the level of severe; and there is ample evidence that Supervisor engaged non-physical harassment that could also be characterized as severe. Additionally, the text messages show constant contact between Supervisor and Complainant over the course of four or five weeks, which on its face appears pervasive despite the relatively short overall length of time.
- d) It is also clear that the harassment was both objectively and subjectively offensive. Complainant established that the harassment was subjectively offensive for the same reasons he established that it was unwelcome. As for the objective prong, Owner said she was “sick” at the sight of the “inappropriate” texts and photos when she described seeing them for the first time; such a reaction seems sufficient to establish that a reasonable person would view the harassment as objectionable.
- e) Complainant was harassed by a supervisor, and experienced a tangible adverse action when he was constructively discharged. An employee “may use the doctrine of constructive discharge to satisfy the elements of ‘discharge’ or ‘adverse employment action’ in an otherwise actionable claim” under the

¹⁹ It has been nearly three years since the harassment occurred. It strains credulity to believe that Complainant would continue to pursue this case if it was merely based on fallout from a consensual relationship.

²⁰ It is perhaps worth noting that if a man engaged, without express consent, in sexual conduct with a woman who was “black out” drunk, and then claimed she had consented to it by not resisting and/or participating to some extent, there would be little doubt that the sexual conduct was unwelcome.

MHRA. *Levesque v. Androscoggin County*, 2012 ME 114, ¶ 8.²¹ An employee is constructively discharged when he has no reasonable alternative to resignation because of intolerable working conditions caused by unlawful discrimination. *See Sullivan v. St. Joseph's Rehab. and Residence*, 2016 ME 107; *King v. Bangor Federal Credit Union*, 611 A.2d 80, 82 (Me. 1992). "The test is whether a reasonable person facing such unpleasant conditions would feel compelled to resign." *Id.*

- i. In his written submissions and at the IRC, Complainant was consistent in his position that the harassment from Supervisor forced him to quit. Complainant explained that the harassment was unwelcome and made him feel uncomfortable in the workplace. Complainant stated that he tried to avoid Supervisor and focus on his work, but she persisted in contacting him. Although Supervisor denied being confronted about the harassment in her affidavit, Complainant credibly described his confrontation with her and included foundational details to describe the events that led to the incident. Complainant stated that Supervisor laughed and mocked him for raising his concerns; the Investigator finds this explanation plausible considering the tone of the texts from Supervisor. Complainant stated that he ultimately felt compelled to resign because Supervisor smacked him on the bottom and hid his wallet just days after he confronted her. At the IRC, he convincingly explained that he felt like the harassment was not going to stop; Complainant was also reasonably convincing when he asserted that it still troubled him to discuss these events. Complainant also stated that he had no desire to resign because he had invested time and money into obtaining an insurance license; this point tends to show that he did not resign for superficial reasons. Based on the above, there is sufficient evidence to conclude that Complainant was constructively discharged as a result of the harassment.
 - ii. Additionally, the Investigator views Owner's opinion of the conduct as a good litmus test for how a reasonable person might view the harassment. As noted above, Owner stated that initially seeing the texts made her "sick" and that the texts were inappropriate. While not dispositive to Complainant's case, such as viewpoint is informative and tends to support the notion that a reasonable person facing such conditions would feel compelled to resign.
- f) Because Complainant experienced a tangible adverse employment action, liability attaches to Respondents regardless of whether they knew or should have known of the harassment, and they do not have the ability to invoke the affirmative defense described above.
 - g) Even if Respondents were able to avail themselves of it, they failed to establish their affirmative defense.²² In particular, Respondents failed to show that Complainant unreasonably failed to take advantage of any preventive/corrective opportunities provided by the employer or to otherwise avoid harm. Respondents did not provide Complainant with *any* sexual harassment training.²³ The only

²¹ Constructive discharge is not a stand-alone claim; it "must necessarily stand or fall with some form of unlawful discrimination". *Sullivan v. St. Joseph's Rehab. and Residence*, 2016 ME 107, ¶19. Rather, if the employee proves she was constructively discharged because of intolerable working conditions caused by unlawful discrimination, she may be entitled to damages flowing from the loss of her job. *Id.* at ¶18; *Levesque*, 2012 ME 114 at ¶8.

²² As noted above, the affirmative defense must be established by a preponderance of evidence.

²³ As more fully described above, Respondents submitted the Affidavit from Owner that stated she provided training to agents about sexual harassment. At the IRC, Owner contradicted her signed Affidavit, which calls into question other information provided by Respondents.

preventive measure Respondents provided to Complainant was a generic poster hanging in an office in which Complainant did not work.²⁴ Complainant was on his own in an office headed by the very person that was harassing him. Complainant credibly explained measures he took (*e.g.* making up excuses to avoid Supervisor, ignoring her calls, etc.) to avoid the harassment. Complainant also explained that he did not report the harassment to other, lower-level supervisors in the Maine Office or to anyone in the Massachusetts Office because he felt it would be futile. Such an explanation is reasonable particularly given that the evidence suggests that the Maine Office was disorganized at that time and the fact that Complainant was only 21 years old (*i.e.* new to the workforce). Though Respondents could likely establish that they took prompt corrective action once they learned of the harassment, the affirmative defense asserted by Respondents requires that they satisfy both prongs of the defense – they have not done so in this case.

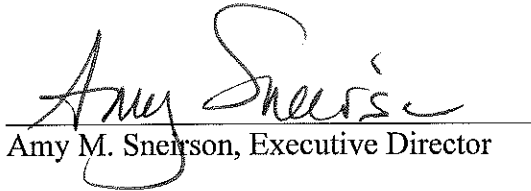
h) Though it is somewhat of a close call on the issue of unwelcomeness, overall there is sufficient evidence to show that Complainant met his burden. This is particularly true given the “at least an even chance” standard applied by the Commission and the highly factual nature of this case.

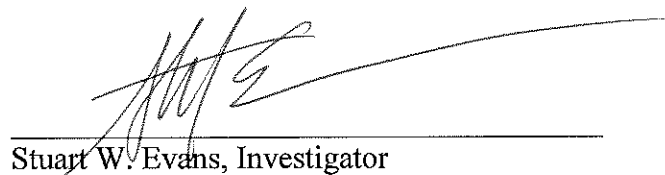
9) Hostile work environment discrimination on the basis of sex is not found in this case.

V. Recommendation:

For the reasons stated above, it is recommended that the Commission issue the following finding:

- 1) There are **Reasonable Grounds** to believe that American Income Life and Laura Fisher Agencies subjected Tyler Young to a hostile work environment on the basis of his sex, and this claim should be conciliated in accordance with 5 M.R.S. § 4612(3).
- 2) There are **Reasonable Grounds** to believe that American Income Life and Laura Fisher Agencies constructively discharged Tyler Young, and this claim should be conciliated in accordance with 5 M.R.S. § 4612(3).


Amy M. Snerson, Executive Director


Stuart W. Evans, Investigator

²⁴ It is notable that Respondents only provided this information after the Investigator informed them that the Commission viewed their independent contractor argument with skepticism. Respondents initially argued that they provided no sexual harassment training to agents because they are independent contractors. Insurance Company even argued that because Complainant was an independent contractor he was an independent business and could simply choose not to do business with Supervisor; however, the evidence in the record does not support such an argument. Additionally, Respondents’ shifting position on what type of training it provided again calls into question all evidence they offered.

iMessage with +1 (207) 321-1042
2/9/15, 8:53 PM

Hey Tyler!! I'm very proud of you this evening!!! You did really well for your first night!!!

Thank you! ;)

I'm not as I may have seemed today 😊

Mean

Haha you weren't mean at all

Well thank u

I just care a lot

That's a good thing. I'm excited to learn and grow, love the atmosphere that you've built.

Thank u 😊 That means a lot

How old r u tyler?

21, and you?

I'm 30, UR VEBY mature for ur age

But I view age as a #

Glad we have the same view on that

And why is that?

Because I don't think age should set a restriction on ability or maturity

This is true

What are your thoughts on it?

I think if you like a person it shouldn't restrict u from dating that person. Compatibility is huge

That it is, compatibility is extremely important

I think society created those thoughts more than anything

Were u surprised to find out I was 30?

I'd have to agree

I'm sorry about earlier today

Yes?

Now I have a question for u...

Sorry hold on...

SRY trying get my car up my hill

But my question (this may b a loaded question - so I apologize) so I'll go first. I think ur very attractive, but I'm curious to know if the feeling is mutual.

Haha yes I find you attractive

lol y u laugh.

Because you should know that you are

I DO! But that wasn't the question. Because every man and woman has a "type"

Cum on now U think I wear what I wore to day everyday??

Oh you didn't wear that just for me

That's NOT what I said. Of course I did

Trust me I like to look good, but when I wanna catch ur attention I WILL!

You certainly did today



Well I have to admit U looked good in ur tie and sweater outfit on fri

I try sometimes

Not saying u didn't look good today, but I liked what u wore on fri 😊👍

Maybe you'll see it again sometime soon

lol I'm sure I will

That's not the only outfit that I have that'll catch ur attention

Oh yeah?

Yup! 😊 So I'm a person who doesn't like to beat around the bush here. But first I have to lay out a disclaimer - Lindsay can't know ANYTHING about this convo.

Actually no one can. I keep business - business, and personal personal

I wasn't planning on telling a soul

Ok good. So - what are we gonna do about this small dilemma U and I have about us finding each other attractive

Do you have a proposal?

that's a little early for that don't u think 😊 -jk-jk

Ummmm. Let's see

Personally I hate how this day is Valentine's Day (personally I hate Valentine's Day in general), but I'd say if ur not busy sat nite we can go do something. But if ur creeped out since it is Valentine's Day we can do something sun am/afternoon

sat

Let's see how the week goes, play by ear, and if you're still interested then we can plan something

And no I'm not creeped out. You're very attractive, but this is a slippery slope we're playing on

In terms of?

Work place relations

Oh...I.c. Well, that's up to u my dear. How about this. Because there are A LOT of relationships that happen in this business. Now, if u feel more comfortable about it, we can wait till your in management if your looking to go that route that's fine.

Now u mentioned if I'm still interested? What did u mean?

Maybe you'll learn more about me and become less

Ok???

Anything as an example or no?

Haha I'll have to think of a good example and get back to you on that one

Ok...

Well, I think if I have anything to hide its my seizures. This kinda came out earlier.

I wouldn't have guessed

They only happen when I sleep, stress, and my hormones worsen them.

Those damn hormones

Lol!!!

Cur-funny!

But there is a positive side to it...

And what's that?

I prob shouldnt say this... 😊

B/c stress aggravates them well, a method of de-stressing is always FUN and frequent

I see whatcha saying

SRY, I'm awful

Pft how's that make you awful?

Curz I just said what I just said.

It's proven to reduce stress

Oh that I know!

Actual sex itself!! Please!! That's natural!! An enjoyable - I just can't believe I've brought it up with u!!!

That's y I said I'm awful.

You can't say please and regret bringing it up with me

in the same text haha

Lol!!!

So now what am I supposed to do?

Right this second?

What feels right

Well that I already know

Personally talking with u feels right - right now

And barely knowing me other than being 21, broke, in debt from school, and virtually inexperienced in my career doesn't deter that?

No

All of that is - how do u want to say - temporary??

I can't argue that

I hope not...

So let get to know u a little then... what music do u like to listen to?

That's a toughie, everything besides the heavy metal headbanger shit really. What about you?

Hmm... everything except jazz and classical. I'd have to also say the really heavy metal as well. But when it comes to jazz and classical they have their moments if u know what I mean...

Are we talking moments of good or bad?

Depends on how u view them 😊

So what kind of movies do you like?

I like action, drama, romance, comedy...

Horror??

Not a big fan of horror and international

But horror I have watched some horror, and it depends on the type, like paranormal activity... Good movies. Not a fan of the saw movies

I don't think I've seen any of those. I hear game of thrones is good though

I've never heard of ur cartoon. But I've heard of that 70s show and dexter which is no longer made

Yeah it was a sad day when Dexter came to an end haha. The cartoon is pretty new, I never heard of it up until a month ago

What is it about?

Ridiculously dumb things, rick is the genius scientist grandfather and morty is the less than intelligent grandson that gets dragged on absorb adventures into different realms

It's not called the regular show?

Hahah no no that's something entirely different I don't really watch that

Oh thank god!

That's something my little brothers don't even watch haha

I'm sorry, it's so stupid. I dated someone who had kids and they CONSTANTLY watched it. It was so annoying

As long as you don't hate the Simpsons we're cool haha

no we're good on that

What about family guy?

That and the occasional South Park episode

Yup good on that too

So I have to ask... how many girls have u been with??
No judgement

I'm guessing it's one of those times where it's inappropriate for the lady to go first

About the same as my age, low twenties

Oh I could have told u first I wouldn't have cared

Let's see - higher teens

Haha I was jus teasing with that comment

Oh I know

So R u a butt, or boobs guy?

A bit of both, a nice butt and a handful of boobs is what I like. What do you look for on a guy?

Hmmmm... for looks?

Whatever the equivalent of boobs and butt is to a girl

Well that's a bit difficult because some of that is hidden on a guy.

It's mens facial features to be honest I think is what initially what attracts us to u. To be honest there really is no "equity" on men

Fair fair

I mean there is but woman don't get excited over them like men. They either like sucking cock or they don't... I just happen to be one of the woman who do

That's good to know

I'm sure.

I'll warn ya now, you'll probably find it difficult to keep my arousal

Y?

Wish there was an answer for that

There's always an answer.

It's yet to be discovered. Some girls can, some can't, idk why

So let me ask u... the ones who didnt were unnervous? Meaning did u find them extremely beautiful?

Some yeah, some no

Nerves is a huge killer for me

See u just to smoke lol... 😊

Haha oh yeah? Smoke what??

I don't know

Suure

And also if I randomly stop responding it's cus I've fallen asleep, I'm posted up on a couch next to a wood stove right now and it's quite comfortable

Lol...

Oh yea?

Oh yeah

But what should I be smoking huh??

I don't know... I don't smoke. I just know people smoke to relax them

Oh haha I thought you were gonna suggest smoking some pot

Lol... would I guess if ur into that.

I have mixed feelings on it

Really?

You surprised?

A little

Do you smoke?

No

But you thought I do?

No

I know u smoke cigs.

Are you against pot smokers?

At least that what u said... no

What people do in their own home is on them.

So if I can get u to relax... I bet u'll have no issue

It's more difficult than it sounds haha

But to clarify, I do smoke which is why I asked if you were against it

I didn't say that it wasn't... so u do smoke pot? Or no?

Cuz u said u have mixed feelings

Yeah I do, and I do have mixed feelings on it. It's a confusing subject

I guess

In my defense, it is recreationally legal in Portland and South Portland. I know this is something you don't normally admit to your boss

Lo!!!!!! 😊 It's all good, as long as u don't do it at work. UR fine

Oh trust me it's the last thing id do at work. The reason behind that ties into why I have mixed feelings on it but that's a whole 'nother topic

Of course...

I'll give u another reason on y it's prob difficult to keep u up right now

Haha what's that?

Ur young!!! Ur 21!!! Your hormones are very erratic

Maybe, I'm an old man in my eyes

oh please!!!

Don't start with the old man...

Having been this height and size since umm I think middle school, I've had more than enough time to get used to the body

Get used to UR body huh?

So then if I really wanted to b a prick I could just not b understanding on how irregular UR with staying aroused ur since ur used to UR body!?!?

But I'm not like that...



Lol touché

Well I'm gonna let u go to bed. I have an 8am final
ugh...

See what I can wear tomorrow to tease UR ass

8am final?

Yea second interview

Oh!

I want to keep talking to u tho

No get some sleep, I'm gonna hit the hay anyway

But I can tell that ur tired

I am holding a mindset meeting with the guys at 12pm.
If u wanna b there u can. If not u don't have to b
there

But either way I'll c u tomorrow 😊😘 Good night
sweetcheeks

I have an errand or two to run in the morning but I'll try
my best, sleep tight

Up to u just b there by 1

Nite 😊

2/12/15, 9:42 PM

Ur shy

Just a tad

Really? Cuz I couldnt tell?

Hey there sassy pants

Yes?

What's so bad about being shy

Shy pants

Oh my bad

I'm just teasing...



I've learned to be more direct is all...

I am after a while, jus a tad shy at first

I understand ... 😊

Just remember I'm not going to bite

Biting isn't always a bad thing

2/13/15, 7:28 AM

Are u a kinky guy?

2/13/15, 8:49 AM

What's your idea of kinky

I have multiple ideas but if you must have an answer it's not as serious as 50 shades of gray kinky but I like to be tied up kinda shit

I mean I always thought I was a lil kinky but I'm not into pouring hot wax or choking someone ya kno?

Oh god neither am I...

I've met a few guys that are into that... I hav'nt did anything with them, but they told me they were into that.

No thank u

Haha that's why I asked what your idea of kinky was

Well now u know

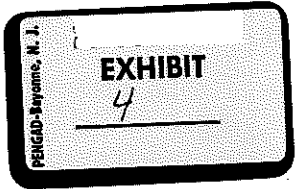
2/13/15, 9:18 PM

Had a good night I see?

Yes it went well

Proud of her?

Yeah she did good



Lol

he's a funny guy

so how was ur weekend? do anything fun?

Nothing too crazy. How about you?

no laid around except for sunday made calls and did DBs

DB's are fun

really? I'm surprised u say that! most new people say olji

cuz i love DBs

I mean I'm not good at em cus I suck at words til I know exactly what to say with confidence but they're fun

all get btr at it with experience

Haha it took me longer than I wanna admit to figure out what btr meant

lol

2/17/15, 11:41 PM

I didn't mean that I didn't care - I meant that what ever u chose I would respect it

Haha I understand I was jus yanking your chain

Yanking my chain huh?

That's not nice 😏

2/18/15, 8:05 AM

Good morning smartass!! Study UR script this am!! Cuz today UR up for the test!!

Gahh

😏

2/18/15, 2:26 PM

Smartass

Lol

U hungry?

Negatory, jus ate a few minutes ago

Please tell me food does not = cigarettes

No that's how I brush my teeth remember

Lol...

Did u bring ur computer today?

Yes ma'am

I'll give u ma'am

Lmao what's that

U read it

U'll b screaming stop stop!!

This sounds abusive

Lol...

Naw... just s little too naughty

But it depends on what u view is abusive

Lil abuse is all good

2/19/15, 10:12 PM

No need to b upset and frustrated

Uve been doing really good

Doesn't feel like I have

Well u have. I'm SRY if u feel that way. That's my fault.

U did really good on ur Preso today.

I'll b honest with u - when someone likes another, they'll b harder on them. Y? B/c they want to see them successful!

No comment?

What is that?

A bar with some drinks and some good

Yea but I meant for later ☺ I can cook U know

We might be making a trip up north for the evening but if not I'd definitely take that offer

Well I need to kinda know cuz [redacted] invited me out to dinner for [redacted] birthday down in mass. Problem is I REALLY don't real like going. I'm EXHAUSTED!!!

I feel ya on that. I'm already pushing drunk though so it'll be difficult for tonight

But keep me in the loop. Cuz I think I'm gonna stay up here... I ain't gonna go.

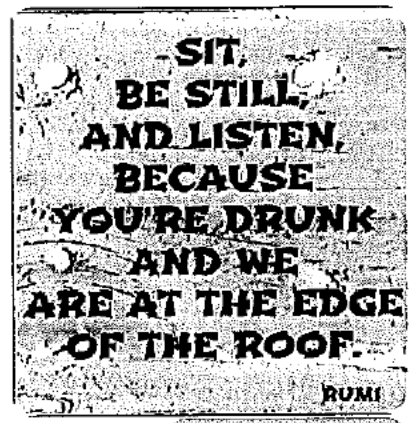
Lol pushing drunk huh? How many have u had already?

Probably a six pack while on the roof. Now a shot, a beer, and a mixed drink on too

Lol

And no broken wrists or legs??

Nope haha not yet



Well that's good!

Lmao nice picture

At least I don't have worry about hurting U too much!!!

[Redacted]

Oh ya?

I have ur pics than that

Ya

I've yet to see

I know

Uve also yet to experience (ಠ_ಠ)

I'm waiting

Lol

Oh is that how it works?

Maybe

C I thought it works the opposite way...U experience first then ur get pics

Looks like we're working backwards

Ooohhhh... So u wanna e what ur working with huh?

Cheater

Yes ma'am

Let me see...

Hope I still have a few

I'll look

Oh well looks like I'll have to get some fresh ones..

I deleted them off my phone

Give me a min

Aw so you send em often,

No

Good

If I sent them often then it would make sense that I would have them no?

The only reason I would have anything was bc of my last relationship which was a long distance. Long story basically found out he was a fass.

Whatcha mean? And ya I had a long distance relationship from Connecticut to Maine and that ended horribly so I know the frustration

Hard to explain over text Luv.



I've been meaning to mention this but on top of the shyness I do still have feelings for my ex. After two years of dating and the thought of marriage only to be ended by cheating kinda ruined me

Damn

That sucks...

Yeah it wasn't fun. I didn't find out thru her either. I found out from the guy.

U were thinking of marrying her at 21??

She wanted to get married young and I loved her!!!

She wanted to get married young and I loved her till death so it only seemed right

We lived with another for over a year, been thru hell and back, and she stayed thru it all. Towards spring last year I noticed a difference, I brought it up in the fall, was lied to, cheated on, and then dumped after three months of bs so yeah

Well always remember this Luv - things happen for a reason. I truly and honestly believe that with all my heart.

Life goes on is my motto

Geez I send u pics and U don't even say anything!!

You're not naked

Lol. u get that pleasure yet!

Pleasure of what

Geez I'm ready to take pics for u and now UR telling me U have feelings for another girl?? Now I'm even contemplating on taking even more pics...

Seeing the goods 😊

Who knows maybe I took more and those were the warm up??! 😊

Haha touché

I just wanted to let you know.

Fair

But obviously if she cared deeply for u - she would be with u - and personally I think it a MIGHTY FINE CATCH!

Ur

Sadly you haven't gotten to know me yet. I have a temper that I hide.

We all have an evil side but I feel if u meet UR equal - the evil is calmed.

But if ur looking to check me out I'll let u see. But what do I get in return?

Whatcha want

what she want

My evil side might be more than you anticipate

Do u hit woman?

What I want - dinner, I cook

Do I hit woman? No.

Ok so it's nothing that I haven't dealt with... I've been in a verbal and physical abusive relationship before.

So please stop.

Unless u care for UR ex that much - then I will just back off.

I have slapped a girl before

I do care for my ex but idk if it's worth having those emotions

B/c u keep telling me ALL these bad things about U like as if ur this big WARNING sign. It's as if u don't want anything to happen. If u don't that's fine, it won't... I'll go on my merry life with work and just b ur boss.

No comment?

Not Yet

1 percent battery

Oh ok

U dead yet?

Almost

Lol...

So I've been invited to go the movies... have u figured out what ur doing with ur drunk self yet?

We're on our way up north at the moment

Thanks for telling me...

☹

Well enjoy my luv I'm gonna enjoy the movies... and

stop talking so negative about urself. People do change for the betr at times U know

2/22/15, 10:12 PM

Tyler please ensure U are at the office at 8:30am tomorrow

For your release meeting

2/23/15, 9:11 AM

Tyler you are going to be late for your release meeting!!!

2/23/15, 12:31 PM

Sorry.

2/23/15, 7:32 PM

How are u feeling?

A little better

2/25/15, 10:50 PM

Ur a fucking tease

Lol

Does that turn u on btw? Watching a woman touch herself?

Uh yeah

Lol... well I've talked to some men and it doesn't do anything for them

I was jc

It may

It may what?

It may do something

Obviously...

But ur a tease - that's not nice to a woman like me

Oh ya, how so

Do u know how long it's been?

[Redacted]

Well I don't get fucked up...
I don't get out of bed of it too

How long has it been huh

October

Throw out the one week stand around Christmas and that's the same timeframe for me

Did u cum?

Cuz if u did? It counts!

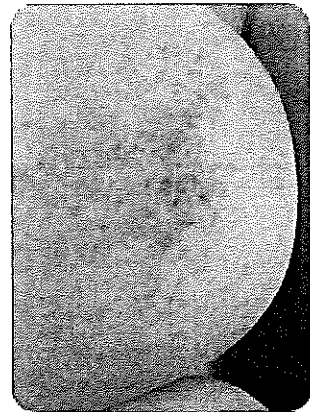
I cum when I jerk off does that count too then

No cuz it's with urself... its SO NOT THE SAME!
Doesn't feel the same nor does it give the same release

If you're fucked up kinda

Lol!!!

Well I don't get fucked up...



Look at what u did to me

🙄

Oops

Lol... its all good...

As long as it's not on my neck... which it's not

I tried to refrain from the neck

Lol... but just couldn't resist on the boobs

It snuck in

?

It snuck in?

Yes ma'am

And what was that? Ur animalistic side?

Nah just Tyler

Lol

2/26/15, 8:00 AM

Good morning no tease a lot

2/27/15, 12:44 PM

Please meet me at office by 3pm

Sounds good

Sorry for the late notification

No worries I had already assumed that would be the takeoff time

Ok

2/28/15, 6:24 AM

U'R driving again

Woo

Not gonna lie I'm choking with anxiety already this morning

Y?

Idek

Huh?

I don't even know

Lol

U'll be fine I'll be there to catch u plus remember referrals R like the people U see

I'm out front

2/28/15, 2:31 PM

Ur a tease so I gotta frustrate U somehow 😏

2/28/15, 9:44 PM

I do have a confession

What's that

Remember when I was staying behind that slow person in Portland?

Yeah?

I would say if we didn't have a third person in the car at that time I would have pulled over and have attacked U

Yeah whys that??

Because ur just fucking do something to me whenever I see U...

What do I do??

Ur sexy so ur turn me on!! U made me hot for U today!!

Ur such a tease that I still am aching for U

How?!

How as in me? Or how do u do it?

Both

Hmmmm... well how u do it to me... Ur smile, the way ur flirt back and forth with me like a child in the car, ur sexy ass, like tonight how I got a glimpse of it when ur bent over 😏 Ur hair... I love running my fingers thru ur hair, ur intelligence - UR very bright and mature for ur age even tho ur a child at heart

That only puts a dent in it

You're sweet

But as far as how I feel?

Is that what ur want to know?

Quz if u want to know... my pussy has been dripping wet for the past couple of days after what we did the other night. My body has been wanting to feel every inch of U space

3/1/15, 7:26 AM

Good morning sir..

3/1/15, 2:33 PM

Good afternoon miss

OMG look who rose from the dead ☺

Lol

So I have a HUGE favor to ask of u for next weekend

What's that

I made an appoi to have my eyes checked on sat at 3:40 in Nashua, Nh. I'm not sure if u remember from last night but I've been feeling a painful pressure in the back of my right eye for a few days now. I'm pretty sure they will want to dilate my eyes when I go... so I'll need someone to drive me back

I go to Nashua b/c I have Masshealth

Not sure if it'll work up here in maine

Yeah I can probably do that

Awwwww. ☺☺☺☺... thank u!!! I was gonna call around to see if they take my ins, but I would still need someone to still drive me home. But I hate changing Drs and this guy is REALLY good

I can't promise anything until mid week but I don't see why I shouldn't be able to

Well I'll call and make it later but like I said I'm gonna do some calling and see what I can do

Well no need to worry about sat..

Huh

Yes.. I had to cancel the appoi

How come

3/2/15, 6:50 AM

What exit is the bidbo park and ride??

32

Turn right off exit and it's right there

There's 2 levels go to upper level

Mucho gracias

U want anything from DD?

No thanks, already stopped

FINE :-)

I'll be there in 5 mins

3/3/15, 2:03 PM

U coming back anytime soon?

No

3/3/15, 5:17 PM

If you'd like Let's go

3/3/15, 11:58 PM

I'm sorry I've been pressuring U into something UR not ready for. I now know where U r feeling. I will back off and just focus on ensuring U r getting paid

I need to know - did she leave u that emotionally scarred?

Isn't it obvious.

No...

But it is now

At some point my luv u gotta say fuck her and move on...

Cuz if she wanted U she would be calling u up asking u back

Yeah.

Trust me I know. I've been there...

Been cheated on, slapped around, used for "company" because they were lonely because they thought their ex would never take them back, used as a taxi to have a place over their head and look where it got me... no where

It doesn't get U anywhere if hold on to the past. The past is the past. Learn from it, move on and enjoy the present!! It's a gift!!

They call it that because it is... a PRESENT!!

I don't know my luv... as I know is I'm going to go touch myself to someone got me all hot and bothered

alls

SRV last text can u be at office by then

Just so we can be on then

then

3/4/15, 1:05 PM

On my way

3/6/15, 7:12 PM

question. Does someone who has epilepsy but hasn't had a seizure in several years automatically disqualify or is there a chance for coverage?

No Tyler but U should call me when U have a question

👉

It doesn't disqualify them

I'm in their house still. Am I good to call or are ya busy?

3/8/15, 3:33 PM

Tyler where did you put the trash? We have multiple bags that need to be thrown away

I have finals in the morning

There's a dumpster out behind the building. Sorry I missed your call, phone was on silent.

That's for recycling 🗑️

So unless I'm missing something