VIRGINIA:
IN THE CIRCUIT COURT FOR THE CITY OF VIRGINIA BEACH

MICHAEL THOMAS JETER,
Plaintiff, pro se,

Civil Action No.: CL26-6268

v.

THE CONLAN COMPANY,
Defendant.

FILED
CLERK'S OFFICE
VA BEACH CIRCUIT COURT

NOV 09 2026

TINA E. SINNEN, CLERK
BY: L Marshall D.C.

COMPLAINT

(Demand for Jury Trial)

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Michael Thomas Jeter is an individual who resided in Norfolk, Virginia during the relevant employment and brings this action on his own behalf. His current mailing address is stated in the signature block below.

2. Defendant The Conlan Company ("Conlan") is an active Georgia domestic profit corporation, Georgia Secretary of State control number J721105. Its principal business office is 1850 Parkway Place, Suite 1200, Marietta, Georgia 30067. The Georgia Secretary of State lists Julie Osterland as its Georgia registered agent, at 1850 Parkway Place, Suite 1200, Marietta, Georgia 30067. Defendant employed Plaintiff at or near 1795 Dam Neck Road, Virginia Beach, Virginia. The company's Virginia registered agent, if any, is a distinct service-of-process question and must be verified through the Virginia State Corporation Commission.

3. This action arises from Defendant's employment of Plaintiff in Virginia Beach from September 12, 2024 through November 8, 2024. The conduct alleged occurred in substantial part in Virginia Beach.

4. The Court has jurisdiction over Count I under Virginia Code § 40.1-51.2:2(B); over Counts V and VI under Virginia Code §§ 40.1-29 and 40.1-29.2; and over Count VIII under its general civil jurisdiction. State courts possess concurrent jurisdiction over claims under 42 U.S.C. § 1981 and the Fair Labor Standards Act ("FLSA"), asserted in Counts II–IV and VII, subject to applicable law. Defendant may seek removal on the basis of the federal claims.

5. Venue is proper in Virginia Beach because the alleged employment-related acts and injuries substantially occurred there, including at the Dam Neck Road worksite. See Virginia Code § 8.01-262.

COMMON FACTUAL ALLEGATIONS - CHRONOLOGICAL

6. Plaintiff began working for Conlan on September 12, 2024. He worked as an ironworker, concrete finisher, carpenter, and general construction worker, including forming, rebar

work, concrete pouring, grinding, cleaning, and use of power tools. His stated regular hourly rate was $20, with an overtime rate of $30 reflected in payroll records. Plaintiff reports that he regularly worked long weeks, at times exceeding 60 hours.

7. Relevant personnel included foreman Daniel Perez; safety coordinator Daniel Hernandez (spelled "Herrnandez" in parts of Plaintiff's original questionnaire); foreman Josh Cox; lead superintendent Sheldon; superintendent Mike; superintendent Trevor; and superintendent or management employee Shannon. The complete names and exact roles of some personnel require confirmation.

8. At the beginning of the assignment, Plaintiff alleges that he disclosed difficult personal and family circumstances, including the consequences of a serious assault, family illness, and parenting responsibilities, making continued income especially important. Plaintiff further alleges that certain managers knew that missed work could create immediate financial hardship. These facts are offered as context, not as independent protected activity.

9. Plaintiff also reported to VOSH that he believed some workplace treatment related to autism. He does not assert an independent ADA claim in this complaint without first establishing the required administrative charge and right-to-sue prerequisites, if applicable.

10. During the employment Plaintiff was in an interracial relationship with a woman of color. Plaintiff reports that Perez commented in substance, "Is that your Uber driver?" when observing Plaintiff's fiancée, and stated, "You didn't look like you liked the blacks." The dates of these particular statements require confirmation from the original recordings or other evidence.

11. Plaintiff alleges that Perez thereafter made race-related remarks about him, including addressing him as "weddo" or a similar term. Plaintiff contends that the remarks were derogatory in context and were accompanied by escalating hostility. The precise spelling, meaning, and words spoken remain to be verified against the recording.

12. On September 28, 2024 at approximately 9:50 a.m., Plaintiff alleges he was sent to foreman Josh Cox's private residence to perform landscaping and spray pesticides. He reports being presented with unidentified chemicals in unlabeled containers, instructed to use them, and denied requested face protection for weed-eating and spraying activities. This incident is alleged as part of Plaintiff's reported workplace safety concerns and treatment; no separate pesticide personal-injury count is asserted here.

13. On October 4, 2024 at approximately 6:30 a.m., Perez and Hernandez instructed Plaintiff to perform indoor concrete grinding. Plaintiff requested appropriate respiratory protection and training because of airborne dust. According to Plaintiff, management dismissed his concern and suggested he take the day off if a respirator was necessary.

14. At approximately 1:30 p.m. that day, Plaintiff sent Perez a written message explaining the volume of airborne concrete dust and why an ordinary COVID-style mask was inadequate. Plaintiff reports that the message and follow-up call did not result in provision of the requested protection.

15. At approximately 4:30 p.m. on October 4, Perez called Plaintiff and stated he expected Plaintiff to continue chipping concrete until approximately 8:30 p.m. and that objecting

would "be a problem." Plaintiff explained his inability to work that late without advance notice. Plaintiff alleges Perez called him a "weak ass weddo" and escalated the confrontation.

16. After the phone call, Plaintiff went to report Perez's behavior. He alleges Perez ran toward him along a loading area, taunting and attempting to provoke a physical confrontation, while Hernandez attempted to restrain Perez. Plaintiff avoided physical contact and brought the matter to superintendent Trevor.

17. Plaintiff alleges Perez and Hernandez blamed him for the incident and urged that he be discharged. Plaintiff reports showing Trevor a contemporaneous video that he contends contradicted their account. Whether the video depicts every element alleged will be determined by review of the original footage.

18. On October 5, 2024 at approximately 8:01 a.m., Plaintiff participated in a recorded meeting with Perez and lead superintendent Sheldon about the previous confrontation. According to Plaintiff's questionnaire, he was moved away from Perez. When Plaintiff questioned why he rather than Perez was being transferred, Sheldon said words to the effect of, "He's management Mike, don't worry yoself bout him." The recording will establish the precise words used.

19. On October 24, 2024 at about 8:02 a.m., Plaintiff again texted Perez requesting respiratory protection and training for assigned work. Perez replied at approximately 8:35 a.m. that he had paperwork to submit and could not address the request at that time. Plaintiff also messaged Hernandez at approximately 8:07 a.m. regarding respirators.

20. At approximately 8:50 a.m. that day, Plaintiff reports making a recording in which Hernandez acknowledged that Plaintiff had not received respirator training. Plaintiff also attributes to Perez a statement that obtaining the required training would involve too much trouble and expense. Plaintiff reports Hernandez's 9:21 a.m. text addressed fall protection but did not substantively respond to the respirator request.

21. On October 26, 2024 around 6:30 a.m., Perez allegedly instructed Plaintiff to sweep stairs and overhead areas and to stand on railings if necessary, despite acknowledging it was not ordinarily permitted. Plaintiff objected to the danger and informed Josh Cox of the instruction. Plaintiff alleges Josh gave him the choice to do the task or go home, and Plaintiff left, losing work time.

22. On October 28, 2024 at about 6:44 a.m., Plaintiff questioned Perez about the October 26 instruction. Perez allegedly became enraged, kicked an office door, and demanded that management remove Plaintiff, using another allegedly derogatory reference to Plaintiff. A recording allegedly captures part of this encounter.

23. At about 6:57 a.m., Plaintiff spoke with Mike, Josh, and Sheldon about Perez's conduct. Plaintiff reports that management acknowledged portions of Perez's behavior were inappropriate and promised to address the matter, but did not discipline Perez to Plaintiff's knowledge.

24. On October 29, 2024 at about 9:14 a.m., Mike confronted Plaintiff about alleged smoking and unprofessional conduct, including Plaintiff having previously thrown his hard hat when

he thought he had lost his telephone. Plaintiff acknowledges the hard-hat incident but disputes that it justified the escalating threats made to him.

25. In a recording from that conversation, Plaintiff attributes statements to Mike that Plaintiff was on the "chopping block," could be fired, and must obey Perez's instructions regardless of his objections if he wanted to retain his job. Plaintiff questioned why Perez had faced no comparable discipline.

26. During the same conversation, Plaintiff alleges Mike instructed him to sign out only at management-approved times even if Plaintiff continued working later. Plaintiff contends he was pressured to accept inaccurate time records as a condition of continued employment. The actual unpaid time, if any, must be reconciled to timecards, payroll, and work records.

27. Plaintiff further alleges Mike described pressuring another worker, Kenny, to increase performance and stated that employees could continue performing tasks even if the project faced a shutdown. Those statements are offered as context for management practices, not a separate cause of action on Kenny's behalf.

28. Plaintiff filed a workplace safety complaint with Virginia Occupational Safety and Health ("VOSH") concerning concrete dust and respiratory protection. The exact submission date and proof of when Conlan learned that Plaintiff was the complainant will be established by agency records and communications.

29. On October 31, 2024, VOSH inspected the Dam Neck Road project. The official inspection materials identify complaint No. 2227585 and inspection No. 1785353. The inspection later reported no confirmed silica violation based on the conditions observed at inspection. Plaintiff maintains that the absence of dust during inspection does not establish that his earlier concerns were fabricated.

30. On October 31 at approximately 2:16 p.m., Josh told Plaintiff by telephone, according to Plaintiff's contemporaneous questionnaire, that there was "a bunch of shit going" on involving Plaintiff's name and directed him to take the rest of the day off. Plaintiff alleges he lost paid hours after having informed Josh that even a few missed work hours would create significant rent-related financial strain. Plaintiff contends the timing supported an inference of retaliation, though Josh's actual knowledge of the VOSH complaint must be proved.

31. On November 4, 2024 around 2:13 p.m., Josh and Sheldon confronted Plaintiff while he was organizing and cleaning the Connex storage containers. Plaintiff explained he had finished an assigned task inside the building, could not reach management, and undertook needed cleaning rather than remaining idle.

32. In a contemporaneous recording as later dictated by Plaintiff, Josh stated, "Whatever y'all want him to do, I'm not managing this guy anymore." Plaintiff challenged why Josh no longer wanted him on the crew. Josh objected to Plaintiff's earlier comments accusing Josh of sleeping on the job and spending money on a boat. Plaintiff acknowledged that he made the remarks and questioned why support and clear direction had been unavailable.

33. During that exchange, Josh repeatedly emphasized that the important project work was inside the building. Nevertheless, according to Plaintiff, Josh and Sheldon then directed him

to sweep dirt in the outdoor parking lot. Plaintiff characterizes that work assignment as punitive and inconsistent with the stated operational priority.

34. Sheldon asked Plaintiff to produce a text message showing his attempt to contact Josh. Plaintiff reports that he displayed the text when the recording concluded. The actual message should be preserved and reviewed alongside the recording.

35. Later on November 4, at approximately 4:10 p.m., Plaintiff experienced a severe panic or anxiety episode and was transported by emergency personnel to Princess Anne Hospital. He alleges the episode followed prolonged escalating workplace hostility. Medical causation and damages are subject to medical evidence.

36. At approximately 4:53 p.m., Shannon visited Plaintiff after the emergency and was informed of Plaintiff's complaints about management and the work environment. Plaintiff reports recording the discussion.

37. Plaintiff was out of work November 5 under a doctor's note. On November 6 around 6:23 a.m., Plaintiff returned and reports being assigned office cleaning rather than his ordinary construction trade duties.

38. At approximately 7:48 a.m. on November 6, superintendent Trevor told Plaintiff that Conlan policy required a drug test after emergency services had transported an employee. Plaintiff questioned whether the policy applied only to on-the-job injuries. Trevor stated that it applied whenever emergency transport occurred. Shannon drove Plaintiff to the test, which Plaintiff reports he passed.

39. Plaintiff does not contend that a drug test is unlawful merely because it occurred. He alleges the surrounding sequence, deviation from trade duties, and the manner of policy enforcement should be examined in assessing motive and disparate treatment.

40. On November 8, 2024 at approximately 10:23 a.m., Plaintiff was called into a meeting and laid off effective immediately. Trevor told Plaintiff the selection was not random and referenced tenure and other factors. A woman participating remotely described skill and labor demand as selection considerations. The woman's identity and the complete verbatim exchange have not yet been verified.

41. Plaintiff responded that he possessed rebar and concrete skills and that work in those areas was ongoing. Plaintiff also reported that workers in those trades were being brought back to the project. He contends he was selected despite work for which he was qualified. The personnel roster, workforce reduction matrix, and hiring/recall records are in Defendant's possession.

42. Defendant issued a Georgia Department of Labor separation notice stating the period of employment ended November 8, 2024 and identifying "Lack of work" as the separation reason. Plaintiff alleges that this explanation was pretextual, at least in part, in view of the recent hostility, protected complaints, and ongoing work.

43. Plaintiff's contemporaneous eight-page VOSH whistleblower questionnaire, completed November 12, 2024, described the safety complaints, alleged retaliatory treatment, November 4 medical event, November 6 test, and November 8 discharge. It identified the layoff as an adverse employment action.

44. Plaintiff reports that on or about November 15, 2024, Defendant refused to pay all per diem compensation he believed he had earned and did not supply requested timesheets. A vendor-payment history shows periodic $400 per diem payments and a total of $3,200 in reported payments, but Plaintiff contends additional sums remained unpaid. The amount and nature of any balance must be established from the compensation agreement and complete accounts.

45. Plaintiff further alleges unexplained deductions from his wages and failure to account fully for all hours worked. Defendant's payroll register reflects regular and overtime rates and certain pay periods; Plaintiff seeks reconciliation of recorded hours, authorized deductions, paystubs, and amounts actually received.

46. The Virginia Department of Labor and Industry subsequently considered Plaintiff's whistleblower complaint identified as Jeter–Conlan, Case No. 301044546. By letter dated March 13, 2025, the agency administratively closed the complaint, explaining its view that the requisite connection between safety activity and adverse treatment had not been shown.

47. The March 13, 2025 closure letter expressly stated that, if Plaintiff disagreed, he had the right under Virginia Code § 40.1-51.2:2(B) to bring an action in circuit court against his employer for appropriate relief. Plaintiff alleges that letter represents the Commissioner's decision not to proceed against Conlan for the reported retaliation.

48. On March 14, 2025, VOSH issued inspection correspondence reporting that the October 31 inspection had not confirmed the alleged silica exposure violation. That finding is acknowledged and is not pleaded as proof that a safety citation issued.

49. Plaintiff alleges he sustained lost wages, lost earning capacity or employment opportunity to the extent supported, emotional harm where recoverable under the particular claim, and expenses resulting from the alleged unlawful conduct. The nature and amount of these losses will be established through records and lawful discovery.

COUNT I - VIRGINIA OCCUPATIONAL SAFETY RETALIATION (VA. CODE §§ 40.1-51.2:1 AND 40.1-51.2:2(B))

50. Plaintiff incorporates the common factual allegations above as if fully stated herein.

51. Plaintiff engaged in occupational safety-related protected activity by raising concerns about silica dust, requested protective equipment and training, objecting to potentially unsafe tasks, and filing or participating in a VOSH safety complaint.

52. Defendant, through supervisors who received the concerns directly, knew of at least the internal safety complaints. Plaintiff alleges that management also learned of the agency complaint; the date and manner of that notice require proof.

53. After the protected complaints, Plaintiff alleges he was threatened with termination, sent home without normal work opportunities, assigned to duties outside his trade, and ultimately discharged on November 8, 2024.

54. Plaintiff alleges his safety-related protected conduct was a substantial reason for one or more adverse employment actions, and that Defendant's stated justification of lack of work was not the whole or true explanation.

55. Plaintiff submitted a VOSH whistleblower complaint and received an administrative closure dated March 13, 2025, expressly advising him of the private circuit-court remedy of § 40.1-51.2:2(B). Plaintiff invokes that remedy, subject to the Court's determination of the statutory prerequisites and timeliness.

56. Plaintiff requests the economic and equitable relief authorized by this statute, including back pay, interest, and reinstatement or appropriate prospective relief. Plaintiff does not seek punitive damages under Count I.

COUNT II - SECTION 1981 RACE / INTERRACIAL-ASSOCIATION DISCRIMINATION IN EMPLOYMENT CONDITIONS

57. Plaintiff incorporates the common factual allegations above as if fully stated herein.

58. Plaintiff had a contractual employment relationship with Conlan and was entitled to perform and enjoy that relationship without racial discrimination under 42 U.S.C. § 1981.

59. Plaintiff alleges Perez made remarks about Plaintiff's interracial relationship and directed race-related remarks at Plaintiff, followed by hostility, an unfavorable reassignment, and disparate treatment in discipline and work assignments.

60. Plaintiff alleges that racial animus toward Plaintiff or his interracial relationship was a but-for cause of one or more materially adverse changes in the terms or conditions of his employment. The statements' precise dates and the involvement of each decisionmaker will be proved by evidence.

61. Plaintiff requests compensatory relief and other remedies available under § 1981 for losses attributable to race-based discriminatory employment treatment.

COUNT III - SECTION 1981 RACIALLY HOSTILE WORK ENVIRONMENT

62. Plaintiff incorporates the common factual allegations above as if fully stated herein.

63. Plaintiff alleges that Perez's racial and interracial-association remarks were accompanied by repeated intimidation, an alleged physical confrontation, demands for Plaintiff's removal, and a pattern of hostile workplace treatment.

64. Plaintiff alleges the race-related component of the conduct was unwelcome and, considered in its frequency, severity, and surrounding circumstances, sufficiently severe or pervasive to alter employment conditions and create an abusive environment.

65. Plaintiff reported Perez's behavior to management, including Sheldon, Mike, Trevor, and Josh. Plaintiff alleges management failed to take sufficient action to correct or prevent race-based mistreatment after acquiring knowledge of it.

66. Plaintiff claims damages and other relief recoverable under § 1981 if he establishes the conduct was racial, severe or pervasive, and legally attributable to Defendant. This count is not based merely on ordinary workplace disagreements.

COUNT IV - SECTION 1981 DISCRIMINATORY DISCHARGE

67. Plaintiff incorporates the common factual allegations above as if fully stated herein.

68. Conlan discharged Plaintiff on November 8, 2024, citing lack of work. Plaintiff alleges concrete and rebar work remained ongoing and that the company's layoff selection was influenced by the racially hostile environment and prior discriminatory treatment.

69. Plaintiff alleges, upon information and belief, that race or his interracial association was a but-for cause of the decision to select him for layoff. Plaintiff seeks discovery identifying the decisionmakers, their knowledge of the discriminatory remarks, the criteria actually applied, employees retained or recalled, and the available assignments.

70. Plaintiff requests lost compensation and all further relief legally available under § 1981, without duplicate recovery for losses also asserted under other counts.

COUNT V - FAILURE TO PAY WAGES / UNAUTHORIZED WITHHOLDINGS (VA. CODE § 40.1-29)

71. Plaintiff incorporates the common factual allegations above as if fully stated herein.

72. Plaintiff was an hourly employee entitled to payment for all compensable hours worked and to lawful accounting of deductions and pay.

73. Plaintiff alleges Defendant or its managers directed or pressured employees, including Plaintiff, to sign out at management-approved times even if they continued working; Plaintiff also reported unexplained paycheck deductions and incomplete timesheets.

74. To the extent comparison of actual work, timekeeping, and payroll establishes unpaid straight-time wages or unauthorized deductions, Defendant failed to pay wages owed in accordance with Virginia Code § 40.1-29. Plaintiff alleges a good-faith basis for the claim, with the precise unpaid amount within Defendant's payroll records and subject to proof.

75. Plaintiff requests unpaid wages, lawful statutory additional damages, interest, and recoverable fees and costs under § 40.1-29, subject to the statute's requirements and applicable defenses.

COUNT VI - UNPAID OVERTIME UNDER VIRGINIA LAW (VA. CODE §§ 40.1-29 AND 40.1-29.2)

76. Plaintiff incorporates the common factual allegations above as if fully stated herein.

77. Plaintiff performed construction work at an hourly rate and reports regularly working over 40 hours per workweek. Payroll records reflect payment of some overtime at $30 per hour, but Plaintiff disputes whether all overtime actually worked was recorded and compensated.

78. To the extent Plaintiff actually worked overtime hours that Defendant knew or had reason to know were worked but failed to pay at the legally required rate, Defendant is liable under Virginia Code § 40.1-29.2, incorporating applicable FLSA overtime requirements.

79. Plaintiff seeks any unpaid overtime, appropriate additional damages, interest, and recoverable costs and fees. Plaintiff does not seek duplicative overtime damages under Counts VI and VII.

COUNT VII - ALTERNATIVE FLSA UNPAID OVERTIME CLAIM (29 U.S.C. §§ 207 AND 216(b))

80. Plaintiff incorporates the common factual allegations above as if fully stated herein.

81. Upon information and belief, Defendant's interstate commercial construction business and the work of its employees satisfy one or more bases for coverage under the Fair Labor Standards Act, subject to discovery and proof.

82. Plaintiff alleges that during one or more workweeks he performed compensable hours over 40 that were not accurately recorded or fully paid, despite Defendant's actual or constructive knowledge of the work.

83. If established, Defendant failed to pay wages at one and one-half times the applicable regular rate for such overtime in violation of 29 U.S.C. § 207, entitling Plaintiff to relief allowed by 29 U.S.C. § 216(b).

84. Plaintiff pleads this count in the alternative to Count VI and seeks only one recovery for any identical unpaid overtime hours.

COUNT VIII - ALTERNATIVE BREACH OF COMPENSATION AGREEMENT (UNPAID PER DIEM)

85. Plaintiff incorporates the common factual allegations above as if fully stated herein.

86. Defendant agreed to provide Plaintiff a per diem or similar recurring payment as part of the assignment terms. Vendor-payment records reflect periodic $400 per diem payments during the assignment.

87. Plaintiff alleges that despite qualifying for additional agreed payments, Defendant failed or refused to pay the remaining balance after his November 8 separation. Plaintiff raised this issue on or around November 15, 2024.

88. If the disputed per diem is determined to be contractual reimbursement or other compensation not recoverable as wages under § 40.1-29, Plaintiff alternatively requests damages for breach of the compensation agreement, in an amount proved from the parties' terms and records. Plaintiff does not seek duplicate payment under Count V.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks that the Court enter judgment as follows:

A. Award compensatory damages supported by proof under the claims permitting such damages, including lost wages, lost benefits, and other legally recoverable harm;

B. Order appropriate equitable or employment-related relief on Count I, including reinstatement if lawful and practicable, and statutory interest;

C. Award unpaid wages and overtime, any statutory liquidated or enhanced damages authorized by the relevant wage statutes, and interest;

D. On the federal race-discrimination counts only, award any punitive damages proved and legally available, not on Count I;

E. Award reasonable attorney fees and costs only as authorized by applicable statutes, once counsel appears, or other recoverable costs;

F. Avoid duplicate recovery for the same wage, injury, or loss under overlapping theories;

G. Enter a total monetary judgment, subject to the proof and legal limits applicable to each count, in an amount NOT EXCEEDING $4,700,000, the figure Plaintiff previously identified as his requested make-whole recovery in his November 12, 2024 questionnaire; and

H. Grant such additional relief as is just and authorized by law.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable as a matter of right and a decision by the Court on equitable matters.

SIGNATURE

Respectfully submitted,

Michael Thomas Jeter, Plaintiff, Pro Se

Mailing address: [redacted]

City / State / ZIP: [redacted]

Telephone: [redacted]

Email: [redacted]

Date signed: 11/06/26