

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION
CIVIL ACTIONS BRANCH

RAINIE CARTER,
c/o Justly Prudent
1140 3rd St. NE, Suite 2180
Washington, DC 20002,

Case No. 2025-CAB-007789

DEMAND FOR JURY TRIAL

Plaintiff,

v.

WASHINGTON METROPOLITAN AREA
AUTHORITY,
300 7th Street, SW
Washington, DC 20024

Defendant.

COMPLAINT

Plaintiff Rainie Carter (“Ms. Carter”), for her complaint against Defendant Washington Metropolitan Area Transit Authority (“WMATA”), alleges the following:

1. This case arises from WMATA’s swift and unlawful retaliation against a conscientious employee who dared to report a serious security breach in the workplace. Ms. Carter brings this action to vindicate her rights after being terminated just 22 days after reporting that an unauthorized individual brought a firearm into WMATA’s restricted office space—a report that should have earned commendation, not termination.

2. On May 21, 2025, Ms. Carter witnessed what any reasonable person would recognize as a grave security threat: an individual who was not a special police officer carrying a silver handgun with a brown handle in WMATA’s Employee Relations office area, where weapons are strictly prohibited except for authorized law enforcement personnel. Ms. Carter

immediately reported this incident, following WMATA's own "see something, say something" policy to the letter.

3. WMATA's response reveals a disturbing pattern of punishing rather than protecting employees who report safety violations. After Ms. Carter provided detailed statements to investigating officers and was praised by her supervisors for her vigilance, WMATA abruptly terminated her employment without cause or explanation. The message sent to all WMATA employees is chilling: report security threats at your own peril.

4. This action seeks to hold WMATA accountable for its blatant violation of federal and District of Columbia laws protecting whistleblowers, and for wrongfully terminating an employee who acted to protect workplace safety. Ms. Carter seeks not only compensation for the harm she has suffered but also vindication of the fundamental principle that employees who report dangerous conditions should be protected, not punished.

5. Ms. Carter's claims arise under the D.C. Whistleblower Protection Act, D.C. Code § 1-615.51 *et seq.*, and the common laws of the District of Columbia.

JURISDICTION

6. The Court has jurisdiction over this action under D.C. Code § 11-921(a) because this is a civil action brought in the District of Columbia, and D.C. Code § 1-615.54 (D.C. Whistleblower Protection Act), which provides for civil actions to remedy retaliation against employees who report violations of law, mismanagement, gross waste of funds, abuse of authority, or substantial and specific dangers to public health and safety.

7. Venue is proper in this Court pursuant to D.C. Code § 13-423(a)(1) because WMATA maintains a principal office and conducts substantial business operations within the

District of Columbia, and because all events giving rise to this action occurred within the District of Columbia at WMATA's headquarters located at 300 7th Street, SW, Washington, D.C. 20024.

THE PARTIES

8. Plaintiff Rainie Carter is a former employee of WMATA, where she worked as an Employee Relations Specialist in WMATA's Labor and Employee Relations Department from May 5, 2025 until June 12, 2025. Ms. Carter worked at WMATA's headquarters located at L'Enfant Plaza in D.C. She is a resident of Prince George's County, Maryland.

9. Defendant Washington Metropolitan Area Transit Authority is an interstate compact agency created by Maryland, Virginia, and the District of Columbia to provide public transportation services throughout the Washington metropolitan area. WMATA maintains its principal place of business at 300 7th Street, SW, Washington, D.C. 20024, and is an employer within the meaning of the D.C. Whistleblower Protection Act, D.C. Code § 1-615.52(a)(2).

BACKGROUND

10. On April 15, 2025, WMATA extended an offer of employment to Ms. Carter for the position of Employee Relations Specialist, with an annual salary of \$80,000. Ms. Carter accepted this offer and began her employment on May 5, 2025, reporting directly to Virgie Chaffen, Jr. ("Chaffen"), Director of Labor and Employee Relations.

11. Ms. Carter left her previous position with Prince George's County Public Schools, where she earned \$68,000 annually, to accept WMATA's higher-paying position. She was informed that her position was classified as exempt under the Fair Labor Standards Act and that her employment was at-will.

12. During her brief tenure at WMATA, Ms. Carter worked at WMATA's headquarters located at L'Enfant Plaza on 7th Street in Washington, D.C. Her designated work

area was situated on the fifth floor of the building, in an open floor plan with desks but no cubicles, adjacent to the Metro Police Department offices.

13. On May 21, 2025, at approximately noon, while working at her assigned desk, Ms. Carter observed two men stop directly outside her work area. One individual appeared to be escorted by another person, and Ms. Carter observed a silver handgun with a brown handle placed on top of filing cabinets in plain view.

14. Ms. Carter immediately recognized this as a serious security violation. According to WMATA policy and federal regulations governing transit authority facilities, only special police officers are authorized to carry weapons in WMATA office areas, and those weapons are required to be black service weapons, not silver handguns with brown handles.

15. Alarmed by this security breach, Ms. Carter promptly reported the incident to Sharon Andrews, an Employee Relations Officer whom Ms. Carter was supporting in her role. Ms. Andrews specialized in handling disciplinary actions against officers. When Ms. Carter asked whether it was normal for unauthorized individuals to have weapons in the office area, Ms. Andrews confirmed it was not normal and encouraged Ms. Carter to report the incident.

16. On May 22, 2025, while at WMATA's Virginia office for training, Ms. Carter was at Ms. Andrews' office, when Ms. Andrews received a Microsoft Teams call from a WMATA Metro Police officer seeking additional information about the security incident. Ms. Andrews asked Ms. Carter to participate in the call, and asked her to describe to the police officer what the two individuals were wearing. The officer was able to pull surveillance video showing the two individuals entering the floor shortly after 12:00 p.m., confirming key details of Ms. Carter's report.

17. On May 23, 2025, Ms. Carter received a voicemail from Thomas Maguire, a WMATA investigator, requesting additional information. Ms. Carter promptly returned his call and provided a detailed account of what she had observed. Mr. Maguire confirmed several critical facts from his review of surveillance footage: the individual with the gun was wearing a fluorescent vest, the only personnel authorized to carry weapons in that area were special police officers, and those officers are only issued black service weapons, not silver handguns.

18. Mr. Maguire informed Ms. Carter that he would speak with the two individuals involved and investigate the matter further. While he noted that the surveillance video could not be zoomed in sufficiently to definitively confirm the presence of the weapon on the filing cabinet, he confirmed that all other aspects of Ms. Carter's report were accurate based on the video evidence.

19. Immediately after speaking with Mr. Maguire on May 23, 2025, Ms. Carter reported the incident to her direct supervisor, Michael Levy, to ensure he was aware of the situation and that she had followed proper reporting protocols. Ms. Carter specifically informed Mr. Levy to ensure transparency and to avoid any appearance of circumventing the chain of command.

20. WMATA leadership, including supervisors in Ms. Carter's department, commended her for her vigilance and adherence to WMATA's "see something, say something" policy. She was told she had done a good job and that they were glad she was aware of her surroundings and had reported the security threat.

21. Despite Ms. Carter's full cooperation with the investigation and her supervisors' praise for following security protocols, she never received any follow-up information about the investigation's findings or what actions, if any, were taken to address the security breach.

22. On June 12, 2025—just 22 days after Ms. Carter reported the security incident and only 36 days into her employment—Chaffen called Ms. Carter into a conference room and abruptly informed her: “I am going to get straight to the point, you’re being terminated.”

23. When Chaffen attempted to justify the termination, he claimed that WMATA needed someone who could “take the ball and roll with it,” work independently, and “project the work into next week.” These vague and pretextual reasons made no logical sense given the nature of Ms. Carter’s position in Employee Relations, where work is inherently reactive and case-specific, responding to employee issues as they arise rather than being projected weeks in advance.

24. At no point during her 36-day tenure did Ms. Carter receive any negative feedback about her performance, any verbal warnings, any written warnings, or any indication that her work was unsatisfactory. To the contrary, the only feedback she received was positive, particularly regarding her appropriate handling of the security incident.

25. Ms. Carter received her last regular paycheck on June 11, 2025, one day before her termination. Under WMATA policy and D.C. law, she was entitled to receive her final paycheck, including payment for all earned wages and accrued leave, on the next regular pay date of June 25, 2025.

26. Ms. Carter did not receive her final paycheck until July 22, 2025—twenty-seven days after it was due under WMATA policy and D.C. law.

27. Ms. Carter has suffered significant economic and personal hardship as a result of WMATA’s retaliatory termination. She lost her health insurance coverage, which is particularly devastating as she is the sole provider for a minor child with special needs who requires ongoing special services such as behavioral therapy. She has been forced to seek new employment and

has secured a position that did not began until September 8, 2025, with her first paycheck being paid on September 26, 2025, leaving her without income for nearly two months.

HARM CAUSED

28. As a direct and proximate result of WMATA's retaliatory termination and unlawful conduct, Ms. Carter has suffered and continues to suffer substantial economic damages, including lost wages, lost benefits, and loss of future earning capacity.

29. Ms. Carter left stable employment with Prince George's County Public Schools, where she earned \$68,000 annually, to accept WMATA's position at \$80,000 per year. Her wrongful termination after only 36 days has resulted in the loss of this increased income and the stability of long-term employment she would have enjoyed but for WMATA's unlawful retaliation.

30. Since her termination on June 12, 2025, Ms. Carter has been deprived of her salary of \$80,000 per year, which amounts to approximately \$6,667 per month in lost wages. Despite her diligent efforts to mitigate damages by seeking new employment, she was unable to secure a new employment position until September 8, 2025, with her first paycheck being paid on September 26, 2025, resulting in nearly three months without any income.

31. The termination has caused Ms. Carter to lose critical employment benefits, including health insurance coverage for herself and her minor child with special needs. The loss of health insurance has created an immediate financial crisis, as Ms. Carter must now pay out-of-pocket for her child's special needs and ongoing necessary behavioral treatment, expenses that were previously covered by WMATA's insurance plan.

32. WMATA's failure to pay Ms. Carter's final paycheck on a timely manner—remitting payment on July 22, 2025 for wages that were due by June 25, 2025—has compounded

her financial distress. These unpaid wages, lawfully earned during her employment, remained withheld without justification for more than a month after they became due, in direct violation of the D.C. Wage Payment and Collection Law.

33. Beyond economic losses, Ms. Carter has suffered significant emotional distress, humiliation, and damage to her professional reputation. Being terminated after reporting a security threat—and after being praised for doing so—has caused her severe anxiety about her professional future and her ability to support her family.

34. The retaliatory termination has damaged Ms. Carter’s career trajectory and professional standing in the specialized field of employee relations. Having been terminated after only 36 days, she now faces the burden of explaining this brief tenure to prospective employers, which has hindered her job search and will likely affect her long-term earning potential.

35. Ms. Carter has also suffered the loss of professional development opportunities, training, and career advancement that would have been available to her through continued employment with WMATA, a major regional employer with substantial resources for employee development.

36. The cumulative effect of WMATA’s unlawful actions has caused Ms. Carter severe financial hardship, emotional suffering, and uncertainty about her ability to provide for her special needs child, all because she fulfilled her duty to report a dangerous security breach in the workplace.

COUNT I
Retaliation in Violation of D.C. Whistleblower Protection Act

37. Ms. Carter incorporates herein the allegations set forth in paragraphs 1 through 36, above.

38. The D.C. Whistleblower Protection Act, D.C. Code § 1-615.51 *et seq.*, prohibits supervisors from taking or threatening to take a prohibited personnel action against an employee because of the employee's protected disclosure of information regarding violations of law, gross mismanagement, gross waste of funds, abuse of authority, or a substantial and specific danger to public health or safety.

39. From May 21, 2025 through May 23, 2025, Ms. Carter engaged in protected whistleblowing activity when she reported to WMATA security personnel, investigators, and her supervisors that an unauthorized individual possessed a firearm in WMATA's restricted office space in violation of federal regulations, WMATA policies, and District of Columbia law.

40. Ms. Carter's disclosures constituted protected reports of a substantial and specific danger to public safety, as the presence of an unauthorized firearm in a crowded office environment posed an immediate threat to the safety of WMATA employees, contractors, and visitors.

41. Ms. Carter's disclosures also constituted protected reports of violations of law, including federal regulations governing weapons in federal transit facilities, WMATA's own security policies, and District of Columbia criminal statutes prohibiting unauthorized weapons in government buildings.

42. Chaffen, acting within the scope of his supervisory authority, took a prohibited personnel action against Ms. Carter by terminating her employment on June 12, 2025, merely 22 days after she made her initial protected disclosure.

43. The temporal proximity between Ms. Carter's protected activity and her termination, combined with the absence of any legitimate performance issues, establish that Ms. Carter's termination was in retaliation for her protected disclosures.

44. WMATA is liable for Chaffen's retaliatory actions taken in her capacity as Director of Labor and Employee Relations, as she acted within the scope of her employment and with actual or apparent authority to terminate Ms. Carter.

45. As a direct and proximate result of WMATA's violation of the D.C. Whistleblower Protection Act, Ms. Carter has suffered damages including lost wages, lost benefits, emotional distress, and damage to her professional reputation.

COUNT II
Wrongful Termination by WMATA

46. Ms. Carter incorporates herein the allegations set forth in paragraphs 1 through 36, above.

47. The District of Columbia recognizes a clear public policy favoring the reporting of workplace safety violations and criminal activity, as evidenced by the D.C. Whistleblower Protection Act, federal workplace safety regulations, and criminal statutes requiring the reporting of dangerous conditions.

48. WMATA itself has adopted and promoted a "see something, say something" policy that encourages and requires employees to report security threats and safety violations to protect the public and WMATA personnel.

49. Ms. Carter furthered this important public policy by reporting the presence of an unauthorized firearm in WMATA's office space, acting not only in compliance with WMATA's stated policy but in furtherance of the public interest in workplace safety and security.

50. WMATA wrongfully terminated Ms. Carter in direct retaliation for her good-faith report of a security threat, thereby violating the clear public policy of the District of Columbia that protects employees who report dangerous conditions and potential criminal activity.

51. WMATA's termination of Ms. Carter for following its own security reporting policy and protecting workplace safety undermines the public policy goals of preventing workplace violence, ensuring transit system security, and encouraging employees to report dangerous conditions without fear of retaliation.

52. No legitimate business justification existed for Ms. Carter's termination, as evidenced by the absence of any negative performance feedback, the pretextual nature of the reasons offered, and the suspicious timing immediately following her protected activity.

53. As a direct and proximate result of WMATA's wrongful termination, Ms. Carter has suffered damages including lost wages, lost benefits, emotional distress, and harm to her professional reputation and career prospects.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Rainie Carter respectfully requests that the Court enter judgment on the Complaint, in her favor and against Defendant Washington Metropolitan Area Transit Authority, as follows:

A. Declare that WMATA's termination of Ms. Carter violated the D.C. Whistleblower Protection Act, D.C. Code § 1-615.51 *et seq.*, and constituted wrongful termination in violation of District of Columbia public policy;

B. Award Ms. Carter's front pay in lieu of reinstatement as a result of the irreparable damage done to the employment relationship;

C. Award Ms. Carter back pay from the date of her wrongful termination on June 12, 2025, through the date of judgment, including all salary and benefits she would have received but for WMATA's unlawful conduct;

D. Award Ms. Carter compensatory damages for emotional distress, humiliation, damage to professional reputation, and loss of career opportunities caused by WMATA's conduct, in fair and reasonable amount to be determined at trial;

E. Award Ms. Carter pre-judgment and post-judgment interest;

F. Award Ms. Carter the costs and fees she incurred in connection with this action, including her reasonable attorney fees; and

G. Grant Ms. Carter such other relief as the Court deems just and proper, including additional injunctive and declaratory relief as may be required in the interest of justice.

Dated: November 24, 2025

/s/ Jordan D. Howlette
JORDAN D. HOWLETTE
DC Bar No.: 155982
Managing Attorney
Justly Prudent
1140 3rd St. NE, Suite 2180
Washington, DC 20002
Tel: (202) 921-6005
Fax: (202) 921-7102
jordan@justlyprudent.com
Counsel for Plaintiff