CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented to: Agency(ies) Charge No(s):

____ FEPA
_X_ EEOC

Massachusetts Commission Against Discrimination and EEOC
State or local Agency, if any

Name (*indicate Mr. Ms. Mrs.*)	Home Phone (Incl. Area Code)	Date of Birth
[redacted]	[redacted]	[redacted]

Street Address: [redacted] City, State and ZIP Code: [redacted]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name	No. Employees, Members	Phone No. (Include Area Code)
Abbott Laboratories	**1500+**	

Street Address: 100 Abbott Park Road, Abbott Park, Illinois 60064 City, State and ZIP Code

DISCRIMINATION BASED ON (*Check appropriate box(es).*)

_X_ **RACE** _ COLOR _ SEX RELIGION _ NATIONAL ORIGIN

X_ RETALIATION X_ AGE _DISABILITY _ OTHER (Specify below.)

DATE(S) DISCRIMINATION TOOK PLACE
Earliest (ADEA/EPA) Latest (All)
4/2/2026

_ CONTINUING ACTION

THE PARTICULARS ARE (*If additional paper is needed, attached extra sheet(s)*):

(Please find the attached narrative statement of facts).

[X] I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY – *When necessary for State and Local Agency Requirements*

I declare under penalty of perjury that the above is true and correct.

[redacted]

Date *Charging Party Signature*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLANANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(*month, day, year*)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
MASSACHUSETTS OFFICE

_____X

[redacted]

Claimant,

-against-

EEOC CHARGE OF DISCRIMINATION:
NARRATIVE STATEMENT

ABBOTT LABORATORIES,

Respondent.

_____X

Claimant [redacted] ("[redacted] or "Charging Party"), hereby alleges the following against Respondent Abbott Laboratories ("Abbott," the "Company," or "Respondent") in support of his claims under Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621 et seq.; Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII"); Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 ("§ 1981"); and the Massachusetts General Laws Chapter 151B, et. seq., ("MGL").

NARRATIVE STATEMENT OF MATERIAL FACTS

PRELIMINARIES

1. At all times relevant hereto [redacted] was and is a resident of the State of Massachusetts.

2. At all times relevant hereto, Abbott Laboratories. was and is a corporation organized under the laws of the State of Illinois with a principal place of business in the State of Illinois at 100 Abbott Park Road, Abbott Park, Illinois 60064.

3. [redacted] worked as a Senior Territory Manager at Abbott Laboratories. At all times relevant hereto [redacted] worked remotely from his home in the State of Massachusetts.

4. Upon information and belief, Respondent employs over 100,000 individuals nationwide on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Charging Party is proceeding herein.

5. At all times relevant hereto, Charging Party was an employee of Respondent.

6. Respondent was Charging Party's employer at all relevant times.

MATERIAL FACTS

I. [redacted] Background

7. [redacted] is a highly accomplished medical device sales professional and proven consultative sales leader with more than 40 years of successful experience spanning multiple transformative companies in the Open Heart & MI Cardiac Surgery, Cardiology, Nerve Stimulation, Laparoscopy, Minimally Invasive Procedure and Electrophysiology markets.

8. He has a superlative track record of market penetration and a history of driving strong revenue growth with sophisticated products to surgeons, cardiologists, physicians and top hospital management especially in Heart Valve, surgical instrumentation, new technology implantable medical devices and capital equipment sales launches.

9. At the time of his hire by Abbott in February 2019, [redacted] had exemplary experience in his field including having worked as a Managing Principal at New England Medical Devices-CardioCentrix from October 2016 to February 2019; a Region Sales Manager at CASMED from April 2015 to October 2016; a Minimally Invasive Surgery Sales Manager at CareFusion from June 2010 to April 2015; a Senior Territory Manager & Clinical Validation Manager at Applied Medical from June 2007 to August 2010; among other qualifying positions including as a top performing and Legacy Senior Executive Sales Manager at St. Jude Medical, Inc. from 1987 to 1997; St. Jude Medical, Inc. was acquired by Abbott in 2017.

10. Commensurate with his education and experience, [redacted] was hired as a Senior Territory Manager at Abbott Laboratories in February 2019 at a starting base salary of $88,000, plus incentives and bonuses.

11. In 2025, the year prior to his termination, [redacted] earned total compensation of $387,974.10, a significant increase from his 2024 earnings, which were approximately $345,000.

II. [redacted] Exemplary Tenure at the Company

12. Upon joining Abbott, [redacted] quickly distinguished himself by his exemplary performance. In July of 2021, [redacted] received a "Silver Award Level 1" for "Quickest Inventory Turnaround."

13. He received a hand-written note in the end of 2021 from Vice President Chris Waddell, which read: "Hi [redacted] I want to congratulate you on an excellent 2021 – 99%! You are doing a great job in a high-volume territory and I know 2022 is going to be a big year for the Boston territory!"

14. Following his continued success at the Company, in 2024, [redacted] received a public accolade for "2024 Surgical Valves Highest VPA Dollars" at $499,661 in revenue.

15. Also in 2024, [redacted] was awarded the 2024 U.S. Structural Heart President's Club retreat at Koloa, Hawaii.

16. Notably, this retreat is reserved for top performers and [redacted] once again received a note which read: "Dear [redacted] ***Congratulations on achieving at the highest level of performance and earning membership into our prestigious President's Club for 2024***. We are very excited to host you in Hawaii in a couple months in order to celebrate your performance."

17. [redacted] also received a glass figurine to display this prominent First in the Salesforce achievement.

18. Indeed, during nearly all his time working for Abbott, [redacted] was consistently in the top of the Company's "Territory Manager Power Rankings" (i.e. within the top 10, and often in the top 5, or top 3 out of approximately thirty Territory Managers).

19. [redacted] performance as a Territory Manager excelled during this time despite having to absorb negative revenue losses from the failed (and eventually withdrawn from the market) Trifecta Valve, the Boston-area market having been a top territory in sales for this key product.

20. In or around July 2025, the Company did something it had never done before during [redacted] tenure and instituted a new mid-year quota scheme system[1], which caused [redacted] rankings to briefly drop out of 1st place for the first time in a year and a half.

21. Prior to implementing this new quota scheme, [redacted] had successfully closed 100% of all VPAs (Volume Purchase Agreements).

22. Following this implementation, [redacted] ranking briefly fell to 11th (out of approximately 30 Territory Managers) by the end of 2025.

23. Nevertheless, [redacted] was in fact **number one** in the sales force for 2024 and during the 1st and 2nd quarters of 2025.

24. During 2023, [redacted] ranked number seven out of approximately thirty Territory Managers in the Year-to-Date Territory Managers for Structural Heart – Surgical Valves rankings.

[1] On or about May 15, 2024, [redacted] and his colleagues received a letter from Frank Sobczak, Area Vice President, which stated: "[T]his letter is to notify you that Abbott is updating its consignment inventory management process for its Structural Heart products. Effective June 1, 2024, Abbott will no longer supply mechanical heart valves or aortic valve grafts on consignment at accounts that have not purchased these Abbott owned products from their consignment stock within the last 90 days or more…"

25. In or around July 2025, [redacted] was still **number one** in the Surgical Valves Territory Manager Power Rankings with a Total Revenue Rank of 1 and a Revenue Growth of over $450,000.

III. [redacted] Witnesses Age- and Race-Based Harassment and Discriminatory Treatment, Which He Reports to Area Vice President Frank Sobczak and Regional Sales Director Brad Nelson; [redacted] is Dismissed and Shut Out in Response, and No Investigation Occurs

26. On two separate occasions in or about August 2024, Territory Manager Kevin Hughes (who still works for the Company) sent two extremely racist images (copied below) in separate group chats which included both [redacted] and Regional Sales Director Brad Nelson.





27. [redacted] took immediate offense to the racist images, particularly the extreme racism appearing in the first image, which depicted an African-American child wearing what the image refers to as his "First Ankle Monitor."

28. Soon thereafter, [redacted] engaged in protected activity by bringing these images, and their racist implications, to the attention of both Regional Sales Director Nelson and Area Vice President Sobczak.

29. This included, but was not limited to, [redacted] sending an email to Mr. Sobczak in or around August or September 2024, which explained that Mr. Hughes' conduct, by sending these images in a work group chat, was a violation of Abbott policy.

30. Shockingly, upon information and belief, neither Mr. Sobczak nor Mr. Nelson took any action at this time to address or prevent this misconduct.

31. Furthermore, in or around early September 2024, the hostility [redacted] was experiencing escalated during Mr. Sobczak's first "co-travel" trip with [redacted]

32. As if the unchecked racism [redacted] had recently witnessed by another Abbott employee was not bad enough, [redacted] grew increasingly concerned when Mr. Sobczak, during a meal at the Portsmouth Regional Hospital cafeteria, began to make ageist comments directly to [redacted]

33. While [redacted] and Mr. Sobczak were eating, Mr. Sobczak made various discriminatory comments such as stating he "***always kept a deep bench of industry salespeople (e.g. in LinkedIn)***" and that he "***had to keep an eye out for young talent***" since "***we can't expect employees such as yourself to go on forever."***

34. Mr. Sobczak continued on to say that [redacted] who is 71 years old, as well as at least three other, older employees – including Senior Territory Managers Dennis Logan (who upon information and belief was over the age of 70 at that time) and Jay Slabe (who upon information and belief was over the age of 65 at that time) – ***"can't continue working productively much longer"*** and that they "***wouldn't be there forever***."

35. Mr. Sobczak's ageist comments were highly disturbing to [redacted] and he contemporaneously engaged in further protected activity by reporting them via email and telephone call to Abbott's HR department.

36. Shortly after notifying HR, on September 27, 2024, [redacted] also wrote an email to Mr. Nelson sharing his concerns about Mr. Sobczak's ageist comments as well as his concerns regarding retaliation.

37. This email read as follows:

> Dear Brad [Nelson],
>
> I was truly stunned, depressed, and taken aback by the tone, tenor, and content of your comments to me Monday [September] 23rd while we were at CMC, where we unfortunately couldn't see Dr. Westbrook, despite your Friday texts, when I was finished with my work in the OR. That conversation was a great departure from our usual interactions, where you're typically complementing me for Billing rather than Scraping missing valves, managing expiring product & PERs, securing major VPA Revenue, my sales performance, my clinical acumen & resource management etc.
>
> That change was so lighting fast and stark, I can't help but wonder if it was pre-textual and another agenda is in play, especially after very proximal comments by Frank [Sobczak] during his recent co-travel on 9/9-9/12 while at the cafeteria at Portsmouth Regional, about his "keeping a deep bench" and "Dennis Logan, I" and another senior person whose name I didn't catch, "couldn't be expected to work productively forever." Frank also stated he "maintained connections with Stephanie Hill," located in NH with Edwards Valves, "as well as other competitive reps."

38. Shortly thereafter, in or around September or October 2024, Mr. Sobczak unusually traveled from Florida to Providence, RI to discuss performance expectations with [redacted]

39. [redacted] and Mr. Sobczak met in person in the lobby of the Marriott hotel in Providence, RI.

40. During this meeting, Mr. Sobczak informed [redacted] that the Company was conducting a two-year review of his expenses and discussed performance expectations that were allegedly not being met by [redacted] to include: more frequent submission of business expenses (every two weeks); more timely cycle counts of consigned product; and more prompt removal of expired consignment valves.

41. Indeed, while Mr. Sobczak was highly critical of [redacted] regarding these items during this meeting, they did not become part of any formalized performance "goals" or guidelines for Senior Territory Managers until at least Q1 2025, with "due dates" for all Senior Territory Managers to reach such expectations not until December 31, 2025 (see below).

[redacted]

42. During the meeting at the Providence Marriott, Mr. Sobczak also asked [redacted] about the racist text messages, which he had recently reported.

43. At this point, [redacted] ***provided Mr. Sobczak with a copy of the two racist text messages sent by Mr. Hughes and at the same time asked Mr. Sobczak why incidents like this***

were being tolerated by Abbott while his expenses were being criticized. [redacted] asked Mr. Sobczak why he was being treated "so differently" than his colleagues.

44. In response, Mr. Sobczak assured [redacted] that he would report the racist and offensive images to HR and that the issue would be properly addressed.

45. Shortly following this meeting, on October 2, 2024, [redacted] engaged in further protected activity by reporting retaliation to both Mr. Sobczak and HR.

46. In an email to Mr. Sobczak, [redacted] explained that Mr. Nelson was "completely cut[ting [redacted] out of the loop" on an external project; [redacted] contemporaneously forwarded this email to the HR Service Center.

47. On October 13, 2024, [redacted] received a message from Reeshmma Gunaseharan of the Abbott HR Service Center that read: "Hi [redacted] [t]hank you for contacting the HR Service Center. Your request has been received and is currently under review by a specialist."

48. In contravention of Abbott's legal duty to conduct an independent and thorough investigation into [redacted] repeated complaints of discrimination and retaliation, on October 28, 2024, Mr. Sobczak instead sent [redacted] a message acknowledging [redacted] report of Mr. Sobczak's ageist comments and Mr. Hughes' racist messages while simultaneously gaslighting [redacted] by dismissing them entirely.

49. Mr. Sobczak wrote, "I would like to readdress your written comment that you provided in the email written on September 30, 2024, to Brad Nelson. In the email, you accused me of highlighting both Dennis Logan and you as potential people who could not, in your words, "be productive forever." As we discussed, I did not say this and took tremendous offense to this being written in a formal document. In our conversation in the cafeteria that day, I said, 'My job is to

network, and I would expect all lSDs to have a bench in each territory.' I added, 'We must always be prepared for any challenges that could occur in the future…'"

50. Referring to the racist texts reported by [redacted] Mr. Sobczak's message continued: "I addressed the alleged ethical violation, and we discussed specific comments that have been brought to my attention on how you feel about me."

51. Incredibly, neither Mr. Sobczak nor anyone from Abbott HR spoke any further with [redacted] about his repeated and specific complaints of both age- and race-based discrimination and retaliation against him for engaging in protected activity.

52. On October 30, 2024, Anayeli Coronel of the Abbott HR Service Center wrote [redacted] a message which read: "Hello [redacted] [f]ollowing up with you to see if there is any additional assistance you need with this ticket since our last conversation that I refer you to the Employee Problem Solving guidelines and encourage you to talk with your skip level manager?"

53. Again, not only did Abbott HR fail to conduct the required investigation into [redacted] serious complaints of age and race discrimination in the workplace, but in response to the same, Ms. Coronel from Abbott HR instead incredibly placed the onus on [redacted] to "talk with" the very manager(s) [redacted] was reporting for discrimination and retaliation, attempting to paint this as some sort of solution.

54. [redacted] was indeed shocked and taken aback that his repeated complaints of discrimination and retaliation were clearly not being treated seriously by the Company; moreover, [redacted] now felt and feared further retaliation from his managers due to his repeated protected activity.

55. Indeed, [redacted] reported his concerns regarding retaliation to HR in a message written on November 3, 2024, which read: "Dear [Anayeli], [t]hank you for your email following

up on my HR enquiry. On Thursday 10/1, after speaking with my manager and having an in person meeting with Frank Sobczak and Brad Nelson, I would have responded the issue was satisfactorily resolved. However, after receiving a follow up email from Brad Nelson, I concluded the tone of the meeting was pretextual and despite being #1-2 in the stacked rankings, ***I find I continue to be treated differently than my colleagues and have been placed on a 'de facto PIP' by my RSD***. Please keep my ticket open and if you will, send me an Abbott Employee Handbook for guidance while we proceed. Many Thanks, [redacted]

56. Shockingly, twelve days later, on November 15, 2024, at approximately 10:35 AM EST, Ms. Coronel dismissively wrote back: "Hello [redacted] [a]ccording to our protocol I can not keep this ticket open indefinitely, if there is something specific that you need my assistance please let me know and send me specifics. Otherwise this ticket will close and you will have to open a new one when additional guidance is needed. I will not be sending you an Abbott Employee Handbook, you can go to abbott world under HR and view our policies for your references."

57. Only about ten minutes later, at approximately 10:45 AM, [redacted] continued to engage in protected activity by replying: "Dear Anayeli, [t]here are a number of issues of consequence listed in a formal email from my RSD which are of continuing objection, but may be resolved by December 1st. Can you please give me until then to see if I get or don't get confirmation by then? Sincerely, [redacted]

58. Within a matter of minutes, Ms. Coronel again dismissively replied: "[redacted] please open a ticket on December 1st if things are not resolved, I would also encourage you to follow the Employee Problem Solving in the interim."

59. Highly concerned with the Company's continued refusal to take his reports of discrimination and retaliation seriously, on November 22, 2024, [redacted] sent the following

email to Mr. Nelson and Mr. Sobczak, under the subject “HR's Instruction to Close or Advance Ticket”:

> Gentlemen,
>
> Sorry to impose, but I need to email you here for your position. HR has recently told me to either close or advance my open ticket with them before 12/1.
>
> As to our email exchanges and meetings, regarding your recently addressed expectations with me, I believe I’ve made all the changes requested. (As example-Abbott Cycle Count Discrepancies, only 1 of 46 remaining)
>
> Previously, I’ve provided my documented responses to the particulars and won’t burden you with them again here.
>
> My view of the current situation is, given my sales and territory management performance thru 2024, my reasonable expectation for a very positive 2024 performance review, and given my adjustments made regarding your recently addressed associated expectations, that were more secondary & mostly administrative, I should no longer feel I’m under threat of losing my employment?
>
> I would further conclude, that absent some egregious behavior, I can go ahead confidently, at least until evaluations for business year 2025?
>
> If this is somehow mistaken, please let me know your position, so I know how to respond appropriately at this time.
>
> It is my hope, we will now close this chapter, and I can again go ahead, motivated, and absent the counterproductive anxiety of recent months.
>
> I look forward to your guidance,
>
> Sincere Regards,
>
> [redacted]

60. Receiving no reply from Mr. Nelson or Mr. Sobczak, on November 30, [redacted] *yet again* raised his concerns of retaliation to HR, without reply, writing:

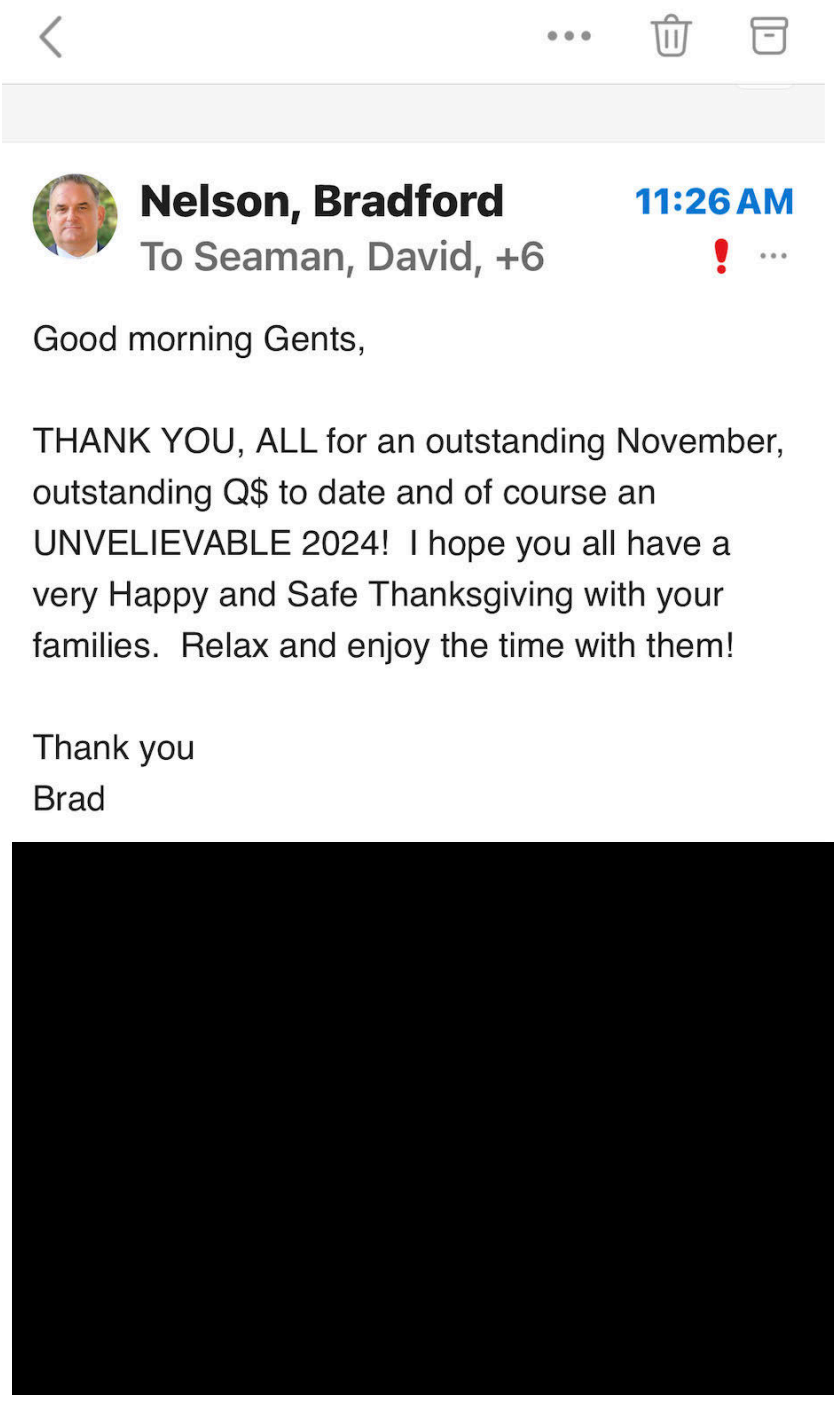
> Dear Anayeli,
>
> I am responding to your earlier request…for a status update of my HR ticket by 12/1. I have had no recent input regarding the emailed de facto PIP and meetings, that followed the sudden turn in how I was being treated, immediately following my early September co-travel with my VP. I have also received no response to the email [to Mr. Sobczak and Mr. Nelson]…[which] asks for guidance regarding closure of my HR ticket…[i]n recent months management…has been very depressing for me, as well as very anxiety producing for myself and my family. All while being most undeserved and counterproductive, in my opinion. ***The sudden & drastic way I became managed, spoken to, literally investigated, all starting with that co-travel, followed closely by my VP traveling from Florida to meet with me additionally, twice in as many weeks, leads me to conclude my VPs original intent was to quickly terminate me with pretextual cause…Of genuine additional concern to me is it appears that overall my colleagues are not being treated in a similar manner.*** Absent a written confirmation that I have been and am in good standing, and not at threat of losing my employment, I need to continue this complaint. Please advise me as to the next steps that may be required by ER/HR, to keep this ticket active.

61. Shockingly, [redacted] received ***no further engagement from Mr. Nelson, Mr. Sobczak, Ms. Coronel or anyone else at HR regarding his serious reports of discrimination and retaliation***.

62. Indeed, the actions recounted in the foregoing paragraphs are the extent of contact from HR regarding [redacted] serious reports of discrimination and retaliation in October and November 2024.

63. Instead of taking [redacted] protected reports seriously and conducting thorough and independent investigations into the same, as discussed *infra*, Abbott continued to engage in retaliation against [redacted] and unceremoniously terminated his employment in April 2026.

64. All this while – as shown in the screenshot below from a message sent by Mr. Nelson to Senior Territory Managers on November 26, 2024 – [redacted] continued to be Mr. Nelson's top performer in the field.



65. Falling woefully short of their legal duty to conduct a complete and thorough independent investigation of [redacted] reports of discrimination in the workplace, upon information and belief, the Company failed to conduct any investigation and took no remedial action in response to the offensive conduct.

66. Furthermore, upon information and belief, both of [redacted] managers who unceremoniously ignored his repeated protected complaints, as well as the employee who sent repeated racist text messages in a Company group chat, all still work for the Company, while [redacted] a top performer, has since been terminated.

67. Not only was there not a thorough investigation made into [redacted] repeated complaints of discrimination and retaliation, but it also indeed seems there was no investigation done at all, as required by law.

IV. After [redacted] Engages in Protected Activity, He is Retaliated Against With an Inaccurate Performance Rating and Subsequent Isolation by His Regional Sales Director, Brad Nelson

68. Sometime during Q1 of 2026, following [redacted] protected complaints, Mr. Sobczak was replaced by Ryan Pawless as [redacted] Area VP, with Mr. Nelson remaining his Regional Sales Director.

69. Before Mr. Sobczak's departure to another division within the Company, however, and following [redacted] complaints of discrimination by Mr. Sobczak and others, Mr. Sobczak labeled [redacted] a "Level 2," (on a levelling scale of 1-4, with 4 being the most experienced) in a newly constructed base payment scheme, which [redacted] viewed as yet another punitive measure following his protected activity.

70. Beyond this, once Mr. Sobczak was replaced by Mr. Pawless, Mr. Nelson refused to engage with [redacted] as one of his direct reports and consistently isolated him and shut him out.

71. Despite this exclusionary behavior on the part of Mr. Nelson, [redacted] still ranked #1 in the sales force during this time.

72. Similarly, Mr. Nelson continued to shun [redacted] at the National Sales Meeting and other events following his protected complaints.

73. Indeed, Mr. Nelson often refused to travel with [redacted] after Mr. Sobczak left; moreover, Mr. Nelson generally distanced himself from [redacted] and only spoke with [redacted] – his top performer in the sales force at the time – a few times during all of 2025, up until his termination call in April 2026.

74. Still highly concerned about the retaliation he was suffering, [redacted] yet again reached out to HR and made a protected complaint about possible retaliation by Frank Sobczak.

75. On February 26, 2026, [redacted] wrote to Hailey Facklam at Abbott HR: "Dear Hailey, [i]t was a pleasure to meet you in Dallas…As you may know, we were suddenly confronted with the 'leveling' paradigm some time back. Despite Trifecta being a major revenue loss here in my early tenure, I received excellent reviews and notations from my managers. Later when Frank Sobczak told us 'leveling' was happening and he determined my level would be a 2. This despite that I've had 10 years with SJM and 7 with Abbott, been in Presidents Club twice and was number 1 in the Salesforce in 2025. ***In the absence of any documentation to the contrary, I can't help but deduce that the leveling under Frank was arbitrary & capricious.*** It has had a major effect on my income and I wanted to inform you of my experience. Many Thanks, [redacted]

76. Receiving absolutely no reply for nearly a month, on March 23, 2026, [redacted] followed up, writing: "Hi Hailey! Any news on my leveling inquiry? Sincere Regards, [redacted]

77. As had become a predictable pattern of behavior on Abbott's part, [redacted] reports of retaliation were yet again ignored.

78. Unfortunately, [redacted] fears regarding retaliation were in fact well-founded: ***only ten days after*** [redacted] follow-up message to HR, Abbott would engage in its boldest act of retaliation yet, terminating his employment on April 2, 2026.

V. In a Final Act of Retaliation, the Company Abruptly Terminates [redacted] Employment Based on False Assertions Regarding His Performanc

79. On April 2, 2026, at approximately 3:15 PM, Mr. Nelson called [redacted] and presented him with a surprise performance review regarding his 2025 performance.

80. In stark contrast, all of [redacted] prior performance reviews had been conducted in person and with ample notice.

81. Caught off guard, [redacted] requested that he at least be allowed to take the call on his computer so he could read along with Mr. Nelson's documented review.

82. Mr. Nelson agreed, but then sped through the review very quickly, within six or seven minutes, while also leveling criticisms against [redacted] performance, which were not in the performance review document.

83. Indeed, Mr. Nelson did not give [redacted] the opportunity to read, consider, or respond to these criticisms in any meaningful manner.

84. Mr. Nelson concluded the conversation by abruptly telling [redacted] that because of this review, his employment with Abbott was being terminated effective immediately.

85. Ms. Facklam – who never replied to [redacted] reports of possible discrimination and retaliation – then joined the Teams call only to confirm [redacted] address and instruct that

he would be receiving information on how to return his demo product, equipment, and company car.

86. Taken aback, [redacted] protested that he was number one in the salesforce for 2024 and number one for Q1 and Q2 of 2025 – exemplary performance that surely belied whatever criticisms were in this hastily-conducted performance review.

87. [redacted] also noted that he closed all but his two HCA accounts that Mr. Nelson had taken charge of in the purchase of their SJM Consignment, one of which Mr. Nelson had taken complete control of and that up until February 2025, he had closed 100% of his VPA's (Volume Purchase Agreements).

88. Impervious to these facts, Mr. Nelson kept referring to the same rehashed alleged issues from 2024 in his performance critique of [redacted]

89. [redacted] asked why they had not addressed any concerns with him if in fact there were any and asked why he was not being offered a Performance Improvement Plan (PIP) as [redacted] understood was traditionally offered by the Company in cases where performance expectations were allegedly not being met.

90. Mr. Nelson replied that performance expectations had been addressed by Mr. Sobczak in September and October 2024, and therefore, a PIP was not necessary or warranted.

91. [redacted] was shocked by the tone of this meeting since Mr. Nelson had not discussed any performance concerns with him in either 2025 or 2026 and had only met with [redacted] two or three times during his entire supervision of [redacted] and only at [redacted] request.

92. Indeed, any conversations between [redacted] and Mr. Nelson during 2025 and 2026 were exclusively about the status of [redacted] VPA deals, with no criticism of [redacted] performance.

93. Indeed, Mr. Nelson never met with nor provided any corrective guidance or instructions regarding performance to [redacted] after VP Frank Sobczak left.

94. [redacted] was left totally shocked and bewildered by this turn of events, and he asked Mr. Nelson if based on his exemplary performance and top ranking from at least 2024, he could be given an opportunity to remedy any alleged performance issues before the Company jumped straight to terminating him.

95. However, Mr. Nelson refused and unceremoniously replied that a Performance Improvement Plan was out of the question and that [redacted] employment was terminated effective immediately.

96. On April 7, 2026, [redacted] texted AVP Pawless, documenting his performance and asking to speak with him regarding his termination. AVP Pawless never deigned to even respond to [redacted]

97. Based on the foregoing recitation of facts, it is clear that the Respondent has engaged in a pattern and practice of unlawful discrimination and retaliation against Charging Party in violation of the Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621 et seq.; Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII"); Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 ("§ 1981"); and the Massachusetts General Laws Chapter 151B, et. seq., ("MGL").

98. As a result of the foregoing, Charging Party has been unlawfully discriminated against and retaliated against, humiliated, and degraded, and thus has suffered the violation of his rights, emotional distress, as well as loss of income and earnings.

99. As a result of the acts and conduct complained of herein, Charging Party has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other non-pecuniary losses. [redacted] has also experienced severe emotional and physical distress.

100. Because its conduct has been malicious, willful, outrageous, and done with full knowledge of the legion of law to the contrary, Charging Party will also demand punitive damages against Respondent.