

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK

Beedemariam Kassaw v. Wal-Mart Corporation

Kassaw · No. 6:23-CV-06181 EAW · Decided March 30, 2026

SUMMARY

The United States District Court for the Western District of New York grants Walmart’s motion for summary judgment against pro se plaintiff Beedemariam Kassaw. The court concludes that Kassaw’s claims involving alleged racial discrimination, retaliation, denial of promotion and full-time benefits, and unpaid wages or bonuses do not survive summary judgment, while denying Walmart’s motion to strike and denying its motion for sanctions without prejudice.

CASE DETAILS

COURT	United States District Court for the Western District of New York
WRITING FOR THE COURT	Elizabeth A. Wolford
JURISDICTION	United States District Court for the Western District of New York
DECIDED	March 30, 2026
DOCKET	6:23-CV-06181 EAW
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment, to strike plaintiff's counterstatement of facts, and for Rule 11 sanctions. The court granted summary judgment, denied the motion to strike, granted plaintiff leave to file excess pages, and denied the sanctions motion without prejudice except for directing the Clerk to strike one filing.
STANDARD OF REVIEW	Summary judgment is appropriate when, viewing the evidence in the light most favorable to the nonmoving party, there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court also independently reviewed the record because Plaintiff was proceeding pro se. Rule 11 sanctions are reviewed under an objective-reasonableness standard and are committed to the district court's discretion.
PRECEDENTIAL VALUE	persuasive
PARTIES	Beedemariam Kassaw v. Wal-Mart Corporation

TOPICS

employment discrimination

retaliation

wrongful termination

breach of contract

summary judgment

PRACTICE AREAS

employment law

civil rights

civil procedure

contracts

QUESTIONS PRESENTED

1. Whether Plaintiff's New York Human Rights Law discrimination claims based on earlier failures to promote, denial of full-time benefits, and alleged hostile-work-environment conduct were timely and supported by evidence.
2. Whether Plaintiff presented evidence that his termination was motivated by race discrimination or was a pretext for discrimination.
3. Whether Plaintiff established a prima facie retaliation claim under the New York Human Rights Law based on his email complaint and anonymous ethics complaint.
4. Whether Plaintiff established a breach-of-contract claim based on Walmart's full-time/part-time classification acknowledgment.
5. Whether Plaintiff established an unpaid-wages claim based on Walmart's bonus programs.
6. Whether Defendant's motion to strike Plaintiff's opposing statement of facts should be granted.
7. Whether Rule 11 monetary sanctions were warranted for Plaintiff's filings.

HOLDINGS

1. Plaintiff's NYSHRL claims based on alleged failures to promote, denial of full-time benefits, and pre-March 3, 2020 conduct were time-barred. His timely hostile-work-environment allegations also failed because he did not provide evidence that the conduct was motivated by race or identify comparators treated differently.
2. Plaintiff failed to establish that his termination occurred under circumstances giving rise to an inference of race discrimination or that Walmart's stated reason for termination was pretextual.
3. Plaintiff failed to establish a retaliation claim because his email did not communicate opposition to race discrimination, his anonymous ethics complaint could not establish employer knowledge, and he failed to show pretext or causation.
4. Plaintiff failed to establish a breach-of-contract claim because he did not show that the classification acknowledgment was a contract requiring Walmart to provide full-time benefits, and he failed to maintain the required hours.
5. Plaintiff failed to establish an unpaid-wages claim because he offered no evidence that Walmart violated the applicable bonus plans or owed him the higher amounts claimed; discretionary bonuses do not constitute wages under New York Labor Law § 190(1).
6. The motion to strike was denied because, despite substantial deficiencies in Plaintiff's opposing statement, the court independently reviewed the record in light of Plaintiff's pro se status.

7. Monetary sanctions were not warranted at this time, although the court directed the Clerk to strike one filing and warned Plaintiff that future Rule 11 violations could result in sanctions.

KEY QUOTATIONS

“For the following reasons, Defendant’s motion for summary judgment (Dkt. 54) is granted, Defendant’s motion to strike Plaintiff’s counterstatement of facts (Dkt. 72) is denied, and Defendant’s motion for sanctions (Dkt. 86) is denied without prejudice.” (Introduction)

“Because Plaintiff concedes he did not mention race, discrimination, or harassment in his email to Mr. Bernard, his employer could not have reasonably understood that Plaintiff was complaining of discrimination based on his protected characteristic—in this case, his race.” (Discussion III.A.3)

“In sum, the Court concludes that the imposition of monetary sanctions is not warranted at this time.” (Discussion IV)

FACTUAL BACKGROUND

Walmart hired Plaintiff, a Black male, as a part-time hourly sales associate in August 2018. Plaintiff alleged race discrimination, retaliation, denial of promotion and full-time benefits, breach of contract, and unpaid wages or bonuses. He received progressive disciplinary actions in March, April, and July 2020 and was terminated on September 23, 2020, after receiving the highest disciplinary level. Plaintiff had received bonus payments, including COVID-19 bonuses, but contended that he should have received amounts applicable to full-time employees.

PROCEDURAL HISTORY

Plaintiff filed the action in New York Supreme Court, Monroe County, on March 3, 2023. Defendant removed it to the Western District of New York on March 29, 2023, invoking diversity jurisdiction and, alternatively, federal-question jurisdiction. After discovery, Defendant moved for summary judgment, to strike Plaintiff’s opposing statement, and for sanctions. The court entered judgment for Defendant and closed the case.

DISPOSITION

other

CASES CITED

- Scott v. Harris, 550 U.S. 372, 380 (2007)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986)
- Crawford v. Franklin Credit Mgmt. Corp., 758 F.3d 473, 486 (2d Cir. 2014)
- Johnson v. Xerox Corp., 838 F. Supp. 2d 99, 103 (W.D.N.Y. 2011)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Robinson v. Concentra Health Servs., Inc., 781 F.3d 42, 44 (2d Cir. 2015)
- Brown v. Eli Lilly & Co., 654 F.3d 347, 358 (2d Cir. 2011)

- *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986)
- *N.Y. State Teamsters Conf. Pension & Ret. Fund v. Express Servs., Inc.*, 426 F.3d 640, 648-49 (2d Cir. 2005)
- *Daley v. Cablevision Sys. Corp.*, No. 12-cv-6316 (NSR), 2016 WL 880203, at *1 (S.D.N.Y. Mar. 7, 2016), *aff'd*, 675 F. App'x 97 (2d Cir. 2017)
- *Triestman v. Fed. Bureau of Prisons*, 470 F.3d 471, 477 (2d Cir. 2006)
- *Schaghticoke Tribal Nation v. Kempthorne*, 587 F. Supp. 2d 389, 395 (D. Conn. 2008), *aff'd*, 587 F.3d 132 (2d Cir. 2009)
- *Lightfoot v. Union Carbide Corp.*, 110 F.3d 898, 907 (2d Cir. 1997)
- *Urquhart v. Metropolitan Transp. Auth.*, 975 F. Supp. 2d 320, 331 (S.D.N.Y. 2013)
- *Brown v. Coach Stores, Inc.*, 163 F.3d 706, 709 (2d Cir. 1998)
- *Carter-Marks v. Alstrom Transp. USA Inc.*, 800 F. Supp. 3d 423, 451 (E.D.N.Y. 2025)
- *Sanderson v. N.Y.S. Elec. & Gas Corp.*, 560 F. App'x 88, 91 (2d Cir. 2014)
- *Campbell v. Cellco P'ship*, 860 F. Supp. 2d 284, 299 (S.D.N.Y. 2012)
- *Kittle v. Mavis Discount Tire, Inc.*, No. 2:24-cv-2537(NJC) (AYS), 2025 WL 2721620, at *9 (E.D.N.Y. Sept. 24, 2025)
- *Gorzynski v. JetBlue Airways Corp.*, 596 F.3d 93, 107 (2d Cir. 2010)
- *Harlow v. Molina Healthcare, Inc.*, 723 F. Supp. 3d 116, 126 (N.D.N.Y. 2024)
- *Yoselovsky v. Assoc. Press*, 917 F. Supp. 2d 262, 273 (S.D.N.Y. 2013)
- *Shumway v. UPS, Inc.*, 118 F.3d 60, 65 (2d Cir. 1997)
- *Douglas v. Hip Centralized Lab. Servs., Inc.*, No. 03-CV-205 (SLT)(LB), 2005 WL 1074959, at *5 (E.D.N.Y. Apr. 29, 2005)
- *Lynch v. Nat'l Fuel Gas Distrib. Corp.*, 25 F. Supp. 3d 358, 366 (W.D.N.Y. 2014)
- *Dister v. Cont'l Grp., Inc.*, 859 F.2d 1108 (2d Cir. 1988)
- *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973)
- *Edelman v. NYU Langone Health Sys.*, 141 F.4th 28, 45 (2d Cir. 2025)
- *Kelly v. Howard I. Shapiro & Assocs. Consulting Eng'rs, P.C.*, 716 F.3d 10, 15 (2d Cir. 2013)
- *Benzinger v. Lukoil Pan Ams., LLC*, 447 F. Supp. 3d 99, 124 (S.D.N.Y. 2020)
- *Mayers v. Emigrant Bancorp, Inc.*, 796 F. Supp. 2d 434, 448 (S.D.N.Y. 2011)
- *Gonzalez v. City of N.Y.*, 442 F. Supp. 3d 665, 688-89 (S.D.N.Y. 2020), *aff'd*, 845 F. App'x 11 (2d Cir. 2021)
- *Ebadi v. Diamond Standard Inc.*, No. 1:24-cv-00103 (JLR), 2026 WL 591569, at *12 (S.D.N.Y. Mar. 3, 2026)
- *Wilson v. Lenox Hill Hosp./Northwell Health*, No. 19-CV-5537 (AMD) (LB), 2019 WL 6726304, at *3 (E.D.N.Y. Dec. 11, 2019)
- *First Inv'rs Corp. v. Liberty Mut. Ins. Co.*, 152 F.3d 162, 168 (2d Cir. 1998)
- *O'Grady v. BlueCrest Cap. Mgmt. LLP*, 646 F. App'x 2, 4 (2d Cir. 2016)
- *Tierney v. Capricorn Investors, L.P.*, 189 A.D.2d 629, 632 (1st Dep't 1993)
- *Apple Mortgage Corp. v. Barenblatt*, 162 F. Supp. 3d 270, 292 (S.D.N.Y. 2016)
- *Robledo v. Bond No. 9*, 965 F. Supp. 2d 470, 477 (S.D.N.Y. 2013)
- *Ipcon Collections LLC v. Costco Wholesale Corp.*, 698 F.3d 58, 63 (2d Cir. 2012)

- Grayson v. Ressler & Ressler, 271 F. Supp. 3d 501, 526 (S.D.N.Y. 2017)
- StreetEasy, Inc. v. Chertok, 752 F.3d 298, 307 (2d Cir. 2014)
- Storey v. Cello Holdings, L.L.C., 347 F.3d 370, 388 (2d Cir. 2003)
- Smith v. Educ. People, Inc., 233 F.R.D. 137, 142 n.9 (S.D.N.Y. 2005), *aff'd*, No. 05-2971-CV, 2008 WL 749564 (2d Cir. Mar. 20, 2008)
- Sachs v. Matano, No. CV 15-6049 (JFB) (AKT), 2016 WL 4179792, at *7 (E.D.N.Y. July 15, 2016), report and recommendation adopted, 2016 WL 4186708 (E.D.N.Y. Aug. 4, 2016)
- Maduakolam v. Columbia Univ., 866 F.2d 53, 56 (2d Cir. 1989)
- Horton v. Trans World Airlines Corp., 169 F.R.D. 11, 16 (E.D.N.Y. 1996)
- Muniz v. Goord, No. 9:04-CV-0479, 2007 WL 2027912, at *6 n.30 (N.D.N.Y. July 11, 2007)
- S.E.C. v. Smith, 710 F.3d 87, 98 (2d Cir. 2013)
- In re Pennie & Edmonds LLP, 323 F.3d 86, 89 (2d Cir. 2003)
- Star Mark Mgmt., Inc. v. Koon Chun Hing Kee Soy & Sauce Factory, Ltd., 682 F.3d 170, 175 (2d Cir. 2012)
- Newman & Cahn, LLP v. Sharp, 388 F. Supp. 2d 115, 119 (E.D.N.Y. 2005)