

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

and

ELLEN GLASS, KIMENY BILLINGTON,
and KAREN STEWART,

Case No.: 4.04CV391-SPM

Plaintiffs,

v.

ASSOCIATED SECURITY ENFORCEMENT, INC.

and

ROBERT FANNIN,

Defendants.

COMPLAINT

Plaintiffs sue Defendants and state:

JURISDICTION AND VENUE

1. This action for monetary damages, for declaratory and injunctive relief, and for other equitable and ancillary relief is brought pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et. seq., and 42 U.S.C. § 1981a (hereinafter Title VII); under the Florida Civil Rights Act of 1992, 760.01-11, Florida Statutes; under § 796.09, Florida Statutes and under the common law of Florida.

2. This Court has jurisdiction of this matter under 42 U.S.C. § 2000e-5(f), and under 28 U.S.C. §§ 1331 and 1343(3) and (4).

3. Plaintiff ELLEN GLASS (hereinafter “GLASS”) is a female citizen of the United States and a resident of Leon County.

4. Plaintiff KIMENY BILLINGTON (hereinafter “BILLINGTON”) is a female citizen of the United States and a resident of Leon County.

5. Plaintiff KAREN STEWART (hereinafter “STEWART”) is a female citizen of the United States and a resident of Leon County.

6. Defendant ASSOCIATED SECURITY ENFORCEMENT, INC. (hereinafter “ASE”) is a security corporation that provides security guards for residential and commercial properties.

7. At all relevant times, ASE has continuously been an employer within the meaning of Title VII and the Florida Civil Rights Act.

8. Defendant ROBERT FANNIN (hereinafter “FANNIN”) is the principal shareholder, manager and supervisor of all operations at ASE.

9. The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Northern District of Florida, Tallahassee Division.

10. Counts I, II, III, IV and VI, are brought by GLASS, BILLINGTON, and STEWART against ASE; Count V is brought by GLASS, BILLINGTON, and STEWART against both FANNIN and ASE; Count VII is brought by STEWART against both FANNIN and ASE.

CONDITIONS PRECEDENT

11. GLASS, BILLINGTON and STEWART (hereinafter “PLAINTIFFS”) filed timely charges of discrimination with the EQUAL EMPLOYMENT

OPPORTUNITY COMMISSION (hereinafter “EEOC”) and otherwise fulfilled all prerequisites to bringing this action.

12. The EEOC determined that reasonable cause exists to believe that unlawful employment practices occurred with respect to PLAINTIFFS and initiated this action.

13. PLAINTIFFS filed timely charges of discrimination with the Florida Commission on Human Relations (hereinafter “FCHR”) and otherwise fulfilled all prerequisites to bringing this action.

GENERAL ALLEGATIONS

14. As the owner and manger of ASE, FANNIN is responsible for all personnel decisions and day-to-day management of ASE, including hiring, termination, promotion and discipline of employees.

15. FANNIN used his supervisory power over PLAINTIFFS to solicit them for sex, make sexual advances, and subject them to sexual remarks, derogatory racial comments and unwelcome physical contact.

16. During their interviews, FANNIN asked PLAINTIFFS about their marital status and whether they had children.

17. FANNIN targeted PLAINTIFFS because they are single mothers.

18. Throughout their employment FANNIN initiated conversations about PLAINTIFFS’ marital status and the difficulty of supporting children as a single mother.

19. FANNIN told PLAINTIFFS he could help them support their families by loaning them money, renting them property at reduced rates or paying them cash in exchange for sexual favors.

20. Even though PLAINTIFFS rejected FANNIN's propositions, FANNIN continued to pressure them with offers of favorable job assignments, raises and promotions.

21. FANNIN assigned PLAINTIFFS to staff the main office or accompany him to job sites in order to keep them accessible for his sexual advances, even when there were other job assignments available.

22. FANNIN sent his wife, ASE co-owner Bonnie Fannin, out of the office when he wanted to talk to PLAINTIFFS about his marriage, his extramarital affairs and to solicit PLAINTIFFS for sex.

23. FANNIN repeatedly invited PLAINTIFFS to his house and office for personal encounters.

24. FANNIN engaged in illegal activities and retaliated against PLAINTIFFS when they rebuffed his sexual advances.

25. FANNIN continuously offered GLASS and BILLINGTON raises and chances for advancement and promotion, and then failed to raise their salaries or promote them when they rejected his sexual advances.

26. When BILLINGTON and GLASS filed sexual harassment charges, FANNIN retaliated by terminating both women under false pretenses.

27. FANNIN ordered STEWART to concoct after-the-fact reprimands to justify the terminations of BILLINGTON and GLASS, even remarking that he knew it was illegal to retaliate against an employee for complaining about discrimination.

28. When STEWART objected to FANNIN's illegal scheme to reduce terminated employees' paychecks to minimum wage, he ignored her and continued the practice, finally reducing STEWART's final paycheck to minimum wage.

29. When STEWART objected to FANNIN's falsification of GLASS and BILLINGTON's personnel files, he subjected her to unwelcome sexual advances, unwelcome physical touching and solicited her for sex.

30. FANNIN treated his black employees less favorably than his white employees, requiring blacks to have their timesheets filled out by a white person.

31. FANNIN made derogatory racial remarks about blacks in front of PLAINTIFFS, including BILLINGTON, who is black.

32. FANNIN referred to black employees as "niggers," blamed a black man for blinding him, and accused a black security guard of sabotaging his business.

33. FANNIN refused to let black employees fill out their timesheets.

34. At all times material hereto, FANNIN acted both as agent of ASE and in his individual capacity.

35. The conduct of FANNIN and ASE alleged herein is part of a pattern or practice of discrimination, harassment, and retaliation against female employees.

36. At all times material hereto ASE had no effective policy or procedure for handling complaints of discrimination, harassment or retaliation.

ELLEN GLASS

37. GLASS began her employment with ASE in September, 2002.

38. At the time of her employment, GLASS was a single mother with a child in college.

39. GLASS was hired as a “roving patrol supervisor” and was responsible for driving to different job sites to check in with ASE’s security guards.

40. FANNIN propositioned GLASS, offering to pay her to have an affair with him.

41. GLASS told FANNIN his conduct was inappropriate and she was there to work.

42. During September, October and November 2002, FANNIN regularly called GLASS at her other job and at home, bringing up his sex drive and asking GLASS to take him out and “show him a good time.”

43. GLASS repeatedly told FANNIN she did not want the phone calls and did not want to have a relationship with him.

44. FANNIN told GLASS he “had a strong sex drive” and said his wife “knows he has to satisfy his needs.”

45. FANNIN denied GLASS a promised raise after her 90-day probation period because she continued to spurn his solicitations and sexual advances.

46. GLASS was removed from her roving supervisor position and replaced by a male in retaliation for refusing FANNIN’S sexual advances.

47. GLASS’ hours were reduced from 50 hours a week to 24 hours a week in retaliation for refusing FANNIN’S sexual advances.

48. FANNIN told GLASS she was demoted because someone saw her sleeping on the job, but refused to name the person who made the accusation.

49. FANNIN offered GLASS a loan and told her if she needed money all she needed to do was ask for a loan.

50. On April 21, 2003, GLASS filed a charge of discrimination with the FCHR.

51. On or about May 10, 2003, the officer who relieved GLASS from her post told GLASS that FANNIN said he was being sued by two employees.

52. FANNIN told the officer that one of the two employees was no longer working for him but the other was still employed by ASE “for the time being”.

53. On or about May 27, 2003, FANNIN accused GLASS of being insubordinate because she left work after becoming ill.

54. On or about June 4, 2003, ASE terminated GLASS in retaliation for her charge of discrimination.

KIMENY BILLINGTON

55. BILLINGTON is a single mother of four children.

56. She began working for ASE as a security guard in July 2002.

57. During her interview with ASE, FANNIN asked BILLINGTON if she had a boyfriend and whether she received child support payments.

58. FANNIN told BILLINGTON that women should not receive child support.

59. BILLINGTON was often assigned to roam job sites with FANNIN.

60. FANNIN instructed BILLINGTON to wear ordinary clothes instead of the standard security guard uniform when she was assigned to roam with FANNIN.

61. On BILLINGTON'S first night of work, FANNIN said she could roam the security sites in Marianna with him and he would pay her \$200.00 each time she went.

62. FANNIN offered to pay BILLINGTON in cash, and warned her not to tell his wife that she was going with him to Marianna.

63. FANNIN told BILLINGTON that there were problems in his marriage, that he didn't get along with his wife and that his wife didn't like to have sex with him.

64. BILLINGTON told FANNIN that the conversation was not appropriate and tried to steer the conversation back to her job duties.

65. After BILLINGTON rejected FANNIN'S advances, he never again offered her the opportunity to roam the security sites, which paid more money than a post assignment.

66. FANNIN offered to pay for BILLINGTON'S "G" license, an elevated security license, but withdrew the offer when she rejected his sexual solicitations.

67. In December of 2002, BILLINGTON'S regular post assignment ended and FANNIN transferred her to work in the main office.

68. When FANNIN'S wife left the office, he would call BILLINGTON into his office and hound her with a barrage of personal questions, sexual talk and sexual advances, including but not limited to:

- A. pestering her about "taking him out".
- B. questioning her about married people having affairs.
- C. describing his affairs with other women.
- D. asking her to take him to the movies or out riding.
- E. asking her to wear mini-skirts.

69. BILLINGTON requested a post assignment but FANNIN kept her in his office, even though there were open post assignments the entire time BILLINGTON worked in the main office.

70. On BILLINGTON's last day in the main office FANNIN stared suggestively at her, commenting that "it looks like you wear about a 34 bra size."

71. FANNIN told her to turn around and model for him so he would know if her "body [was] a 36, 24, 36."

72. BILLINGTON worked another post for approximately one month and then her child became extremely ill.

73. BILLINGTON gave FANNIN two weeks notice that she would need time off because her child was scheduled to have a serious medical procedure.

74. BILLINGTON was laid off in the middle of February 2003 because she refused to go along with FANNIN'S sexual advances.

75. BILLINGTON called regularly to ask for another assignment.

76. Although ASE kept hiring new guards, FANNIN told BILLINGTON there were no openings.

77. FANNIN effectively fired BILLINGTON in February, 2003, for refusal of FANNIN'S sexual advances, but FANNIN delayed sending a letter of termination until April 15, 2003.

KAREN STEWART

78. STEWART is the single mother of two children.

79. STEWART began working for ASE as the Human Resource Officer on May 5, 2003.

80. As the Human Resource Officer, STEWART was responsible for maintaining all employee files, reviewing applications, revising and creating personnel policies and procedures.

81. FANNIN told STEWART he was legally blind and as a result her job responsibilities would include reading documents to him and typing letters and memos.

82. One of STEWART's first assignments was to respond to two charges of sexual harassment filed by BILLINGTON, who had been terminated, and GLASS, who was still employed by ASE.

83. FANNIN told STEWART the women were "mad at [him]" and filed the discrimination charges to "get back at [him]".

84. FANNIN instructed STEWART to file a response with the FCHR that "contradicts everything they say".

85. FANNIN ordered STEWART to create reprimands for the women's personnel files and pre-date them by many months.

86. STEWART told FANNIN it was not appropriate to draft pre-dated reprimands and that he should give copies to GLASS and BILLINGTON.

87. When STEWART reviewed the personnel files, neither GLASS nor BILLINGTON had any reprimands, and GLASS was never reprimanded for sleeping on the job.

88. FANNIN told STEWART he wanted to fire GLASS because she filed a sexual harassment charge, but knew it was illegal.

89. FANNIN said he would make GLASS miserable enough that she would just quit.

90. FANNIN made STEWART call the FCHR anonymously to find out how he could legitimately fire GLASS.

91. Shortly after the call to the FCHR, ASE sent GLASS a letter of termination referencing all the pre-dated reprimands FANNIN told STEWART to fabricate.

92. After he fired GLASS, FANNIN began making sexual advances toward STEWART.

93. He told her she should wear more skirts so he could see her legs and when she continued to wear pants-suits to work, he reprimanded her.

94. Around or about mid-June of 2003, Fannin approached STEWART with an offer to drive him to security sites at night.

95. FANNIN said “we can have a few drinks, get a little, and I’ll pay you extra money”.

96. FANNIN said there was nothing wrong with a woman having sex in order to feed her family, and that as a single mother, he was sure she needed some extra money.

97. STEWART was horrified and told him that under no circumstances would she have sex for money.

98. FANNIN made black employees report their hours to STEWART, which she would then record.

99. FANNIN told STEWART he did not want blacks to complete their own timesheets because “I don’t trust that nigger, he’s gonna steal from me.”

100. FANNIN told STEWART he wanted to start giving every terminated employee minimum wage on their final paycheck.

101. STEWART called the Department of Labor to verify whether this was legal.

102. When STEWART told FANNIN his scheme was illegal, FANNIN said “don’t worry about it, we’ll get around it somehow”.

103. Knowing that STEWART wanted to move back to Tallahassee, FANNIN offered her a rental property next door to his house.

104. FANNIN told STEWART he would give her a discount on the normal \$750.00 and rent the house for \$500.00 if she “made arrangements” with him.

105. STEWART told FANNIN she was not interested in his proposition.

106. Approximately two weeks later, as STEWART walked out of her office, FANNIN was walking in with his hands out in front of him and he reached out and grabbed her breasts.

107. FANNIN turned around and said “damn, that felt good, let’s do it again”.

108. FANNIN touched her breasts again and asked if STEWART was going to report him to the EEOC, as if it was a joke.

109. After FANNIN grabbed STEWART’S breasts she felt violated and scared and felt like she could not work there any longer.

110. STEWART resigned on July 8, 2003.

111. STEWART’S resignation was a constructive discharge.

COUNT I
TITLE VII 42 U.S.C. § 2000e, ET SEQ. AND 42 U.S.C. § 1981a
SEX DISCRIMINATION AND HARASSMENT

112. PLAINTIFFS reallege and incorporate Paragraphs 1 through 111.

113. The foregoing actions of ASE constitute discrimination and harassment against PLAINTIFFS based upon their sex in violation of Title VII of the Civil Rights Act of 1964, as amended.

114. PLAINTIFFS are female and are therefore members of a protected class within the meaning of applicable law.

115. The disparate treatment, discrimination, and harassment described herein were based on PLAINTIFFS' sex and negatively affected the terms, conditions, and privileges of their employment.

116. PLAINTIFFS have suffered damages because of ASE's actions.

COUNT II
TITLE VII 42 U.S.C. § 2000e, ET SEQ. AND 42 U.S.C. § 1981a
RETALIATION

117. PLAINTIFFS reallege and incorporate Paragraphs 1 through 111.

118. The foregoing actions of ASE constitute retaliation against PLAINTIFFS in violation of Title VII of the Civil Rights Act of 1964, as amended.

119. PLAINTIFFS are female and are therefore members of a protected class within the meaning of applicable law.

120. The retaliation described herein was based on PLAINTIFFS' exercise of rights protected by law to resist and oppose sexual discrimination and harassment and to participate in actions calculated to redress these grievances.

121. PLAINTIFFS have suffered damages because of the ASE's actions.

COUNT III - FLORIDA CIVIL RIGHTS ACT OF 1992
CHAPTER 760, FLORIDA STATUTES
SEX DISCRIMINATION AND HARASSMENT

122. PLAINTIFFS reallege and incorporate Paragraphs 1 through 111.

123. The foregoing actions of ASE constitute discrimination against PLAINTIFFS based upon their sex in violation of the Florida Civil Rights Act of 1992, §§ 760.01-760.11, Fla.Stat.

124. PLAINTIFFS are female and are therefore members of a protected class within the meaning of applicable law.

125. The disparate treatment and discrimination described herein was based on PLAINTIFFS' sex and negatively affected the terms, conditions, and privileges of their employment.

126. PLAINTIFFS have suffered damages because of ASE's actions.

**COUNT IV - FLORIDA CIVIL RIGHTS ACT OF 1992
CHAPTER 760, FLORIDA STATUTES
RETALIATION**

127. PLAINTIFFS reallege and incorporate Paragraphs 1 through 111.

128. The foregoing actions of ASE and FANNIN constitute retaliation against PLAINTIFFS in violation of the Florida Civil Rights Act of 1992, §§ 760.01-760.11, Fla.Stat.

129. PLAINTIFFS are female and are therefore members of a protected class within the meaning of applicable law.

130. The retaliation described herein was based on PLAINTIFFS' exercise of rights protected by law to resist and oppose sexual discrimination, and to participate in actions calculated to redress these grievances.

131. PLAINTIFFS have suffered damages because of ASE's actions.

**COUNT V
§ 769.09, FLORIDA STATUTES,
INDUCEMENT TO PROSTITUTION**

132. PLAINTIFFS reallege and incorporate Paragraphs 1 through 111.

133. The foregoing actions of FANNIN and ASE include inducement for the purpose of causing PLAINTIFFS to engage in prostitution.

134. The foregoing actions of FANNIN and ASE included the offer or promise of money for sex and the exchange of tangible and intangible changes in the terms, conditions, and benefits of employment in return for sex.

135. PLAINTIFFS have suffered damages because of the actions of FANNIN and ASE.

**COUNT VI
NEGLIGENT RETENTION AND SUPERVISION**

136. PLAINTIFFS reallege and incorporate Paragraphs 1 through 111.

137. ASE breached its duty to discipline or discharge FANNIN for actions constituting sexual harassment and battery under Federal and Florida law, and to have effective policies, procedures, and training concerning these matters.

138. As a direct and proximate result of the foregoing failures of ASE to properly discipline or discharge FANNIN, and to have effective policies, procedures, and training, PLAINTIFFS have suffered damages.

**COUNT VII
BATTERY**

139. STEWART realleges and incorporates paragraphs 1 through 111.

140. The foregoing actions of FANNIN and ASE include unwanted and offensive touching of the person of STEWART against her will.

141. The foregoing actions of FANNIN and ASE were willful, wanton and in reckless disregard of STEWART'S rights.

142. STEWART has suffered damages because of the actions of FANNIN and ASE.

143. FANNIN and ASE should be punished to deter future violations.

Prayer for Relief

WHEREFORE, PLAINTIFFS pray for the following relief:

- (a) that process issue and this Court take jurisdiction over this case;
- (b) judgment against ASE and FANNIN and for PLAINTIFFS awarding compensatory and punitive damages against ASE and FANNIN on each count for their violations of law enumerated herein;
- (c) judgment against ASE and FANNIN and for PLAINTIFFS permanently enjoining ASE and FANNIN from future violations of law enumerated herein and remedying all past and future lost income, raises, and other benefits of which PLAINTIFFS have been unlawfully deprived;
- (d) prejudgment interest;
- (e) judgment against the ASE and FANNIN and for PLAINTIFFS awarding PLAINTIFFS their attorneys' fees and costs; and
- (f) such further relief as is equitable and just.

Jury Demand

PLAINTIFFS demand trial by jury on all issues so triable.

Respectfully submitted,

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