

FILED
[Handwritten signature]

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

00 SEP 29 AM 9:45

CITY U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
THOMPSON & WARD LEASING CO., INC,)
)
Defendant,)
and)
)
PHYSICIANS LEASING CO., INC., d/b/a)
PHYSICIANS LEASING CO. OF OHIO)
)
Defendant.)
_____)

CIVIL ACTION NO. **00** 0-cv- 1084 -J- 20

COMPLAINT
JURY TRIAL DEMAND
INJUNCTIVE RELIEF SOUGHT

NATURE OF THE ACTION

This is an action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of sex and retaliation, and to provide appropriate relief to Theresa Denise McWilliams and any other similarly situated female(s) who were adversely affected by such practices. As stated with greater particularity in paragraph 10, the Equal Employment Opportunity Commission (hereinafter the "EEOC" or "Commission") alleges that Ms. McWilliams, a female, and other similarly situated female(s) were sexually harassed and that the harassment persisted despite complaints to the Defendant. As a result of the sexual harassment and the Defendant's failure to take prompt, remedial action, Ms. McWilliams and other similarly situated female(s) were subjected to unwelcome sexual comments and/or physical contact because of their sex, which created a hostile work environment.

1

Furthermore, as a result of reporting such harassment, Ms. McWilliams was subsequently retaliated against by being subjected to disparate terms and conditions of her employment and ultimately subjected to a retaliatory discharge.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. Section 1981A.

2. The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division.

PARTIES

3. Plaintiff, the EEOC is the agency of the United States of America charged with the administration, interpretation and enforcement of Title VII, and is expressly authorized to bring this action by Section 706(f)(1) and (3) of Title VII, 42 U.S.C. Section 2000e-5(f)(1) and (3).

4. At all relevant times, Defendant, Thompson & Ward Leasing Company, Inc., (the "Employer"), has continuously been an Ohio corporation doing business in the State of Florida and the City of Saint Augustine, and has continuously had at least 15 employees.

5. At all relevant times, Defendant, Physicians Leasing Co., Inc., d/b/a, Physicians Leasing Co. of Ohio (the "Employer"), has continuously been an Ohio corporation doing business in the State of Florida and the City of Saint Augustine, and has continuously had at least 15 employees.

6. At all relevant times, Defendant Thompson & Ward Leasing Company, Inc., has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

7. At all relevant times, Defendant Employer Physicians Leasing Co., Inc., has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

STATEMENT OF CLAIMS

8. More than thirty days prior to the institution of this lawsuit, Theresa Denise McWilliams filed a charge with the Commission alleging violations of Title VII by Defendant Employer Thompson & Ward Leasing Company, Inc. All conditions precedent to the institution of this lawsuit have been fulfilled.

9. More than thirty days prior to the institution of this lawsuit, Theresa Denise McWilliams filed a charge with the Commission alleging violations of Title VII by Defendant Employer Physicians Leasing Co., Inc. All conditions precedent to the institution of this lawsuit have been fulfilled.

10(a). Since at least January 1998, Defendant Employer Thompson & Ward Leasing Company, Inc., has engaged in unlawful employment practices at its Saint Augustine, Florida, facility, in violation of Section 703(a)(1) and 704(a) of Title VII, 42 U.S.C. § 2000e-2(a) and Section 2000e-3(a) which included the following:

- (1) Theresa Denise McWilliams and other similarly situated female(s) were regularly subjected to vulgar language, abusive behavior, sexual remarks of a personal nature, pornography, profanity, and/or physical touching. Moreover, Ms. McWilliams and other similarly situated female(s) were subjected to unwelcome physical sexual contact because of their sex which was sufficiently severe and pervasive to affect the terms and conditions of their employment and to create an intimidating, hostile and offensive work environment. Ms. McWilliams made it known to the harasser(s) that such conduct was unwelcome. The Defendant's management was placed on notice of the unwelcome sexual harassment through Ms. McWilliams complaints to the Defendant Employer Thompson & Ward Leasing Company, Inc. Nevertheless, Defendant Employer failed to take prompt remedial action and the sexual harassment continued. Defendant Employer is liable for the behavior which Ms. McWilliams and other similarly situated female(s) were subjected to during their employment with Defendant.

(2) Within days of Ms. McWilliams complaining to management about the harassment, Defendant Employer Thompson & Ward Leasing Company, Inc., subjected Ms. McWilliams to disparate terms and conditions of employment. She was subjected to heightened scrutiny when compared to those who had not complained and shortly thereafter, she was terminated. Such actions by the Defendant Employer were in retaliation for her opposition to Defendant's sexual harassment.

10(b). Since at least January 1998, Defendant Employer Physicians Leasing Co., Inc., has engaged in unlawful employment practices at its Saint Augustine, Florida, facility, in violation of Section 703(a)(1) and 704(a) of Title VII, 42 U.S.C. § 2000e-2(a) and Section 2000e-3(a) which included the following:

(1) Theresa Denise McWilliams and other similarly situated female(s) were regularly subjected to vulgar language, abusive behavior, sexual remarks of a personal nature, pornography, profanity, and/or physical touching. Moreover, Ms. McWilliams and other similarly situated female(s) were subjected to unwelcome physical sexual contact because of their sex which was sufficiently severe and pervasive to affect the terms and conditions of their employment and to create an intimidating, hostile and offensive work environment. Ms. McWilliams made it known to the harasser(s) that such conduct was unwelcome. The Defendant's management was placed on notice of the unwelcome sexual harassment through Ms. McWilliams complaints to the Defendant Employer Physicians Leasing Co.,

Inc. Nevertheless, Defendant Employer failed to take prompt remedial action and the sexual harassment continued. Defendant Employer is liable for the behavior which Ms. McWilliams and other similarly situated female(s) were subjected to during their employment at Defendant.

- (2) Within days of Ms. McWilliams complaining to management about the harassment, Defendant Employer Physicians Leasing Co., Inc., subjected Ms. McWilliams to disparate terms and conditions of employment. She was subjected to heightened scrutiny when compared to those who had not complained and shortly thereafter, she was terminated. Such actions by the Defendant Employer were in retaliation for her opposition to Defendant's sexual harassment.

11. The effect of the practice(s) complained of in paragraph 10 above has been to deprive Theresa Denise McWilliams and other similarly situated female(s) of equal employment opportunities and otherwise adversely their status as employees because of their sex and/or in retaliation for any opposition to unlawful employment practices.

12. The unlawful employment practices complained of in paragraph 10 above were intentional.

13. The unlawful employment practices complained of in paragraph 10 above were done with malice or with reckless indifference to the federally protected rights of Theresa Denise McWilliams and other similarly situated individuals.

PRAYER FOR RELIEF

Wherefore, the Commission respectfully requests that this Court:

- A. Grant a permanent injunction enjoining Defendant Employer Thompson & Ward Leasing Company, Inc., its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in sexual and retaliatory conduct and any other employment practice which discriminates on the basis of sex and/or due to opposition to an unlawful employment practice.
- B. Grant a permanent injunction enjoining Defendant Employer Physicians Leasing Co., Inc., its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in sexual and retaliatory conduct and any other employment practice which discriminates on the basis of sex and/or due to opposition to an unlawful employment practice.
- C. Order Defendant Employer Thompson & Ward Leasing Company, Inc., to institute and carry out policies, practices, and programs which provide equal employment opportunities for females, and which eradicate the effects of its unlawful employment practices.
- D. Order Defendant Employer Physicians Leasing Co., Inc., to institute and carry out policies, practices, and programs which provide equal employment opportunities for females, and which eradicate the effects of its unlawful employment practices.

- E. Order Defendant Employer Thompson & Ward Leasing Company, Inc., to make whole Theresa Denise McWillaims and any other similarly situated female(s) by providing appropriate back pay with prejudgment interest, in amounts to be determined at trial, and other affirmative relief necessary to eradicate the effects of its unlawful employment practices, including but not limited to, reinstatement and/or front pay, restoration of any pertinent benefits and positive future employment references.
- F. Order Defendant Employer Defendant Employer Physicians Leasing Co., Inc., to make whole Theresa Denise McWillaims and any other similarly situated female(s) by providing appropriate back pay with prejudgment interest, in amounts to be determined at trial, and other affirmative relief necessary to eradicate the effects of its unlawful employment practices, including but not limited to, reinstatement and/or front pay, restoration of any pertinent benefits and positive future employment references.
- G. Order Defendant Employer Thompson & Ward Leasing Company, Inc., to make whole Theresa Denise McWillaims and any other similarly situated female(s), by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices described in paragraph 10 above, including but not limited to, out of pocket losses, medical expenses, job search expenses, in amounts to be determined at trial.

- H. Order Defendant Employer Physicians Leasing Co. to make whole Theresa Denise McWilliams and any other similarly situated female(s), by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices described in paragraph 10 above, including but not limited to, out of pocket losses, medical expenses, job search expenses, in amounts to be determined at trial.
- I. Order Defendant Employer Thompson & Ward Leasing Company, Inc., to make whole Theresa Denise McWilliams and any other similarly situated female(s) by providing compensation for past and future nonpecuniary losses resulting from the unlawful practices complained of in paragraph 10 above, including but not limited to, emotional pain, suffering, inconvenience, humiliation and loss of enjoyment of life, in amounts to be determined at trial.
- J. Order Defendant Employer Physicians Leasing Co., Inc., to make whole Theresa Denise McWilliams and any other similarly situated female(s) by providing compensation for past and future nonpecuniary losses resulting from the unlawful practices complained of in paragraph 10 above, including but not limited to, emotional pain, suffering, inconvenience, humiliation and loss of enjoyment of life, in amounts to be determined at trial.
- K. Order Defendant Employer Thompson & Ward Leasing Company, Inc., to pay Theresa Denise McWilliams and any other similarly situated female(s) punitive

damages for its malicious and reckless conduct described in paragraph 10 above, in amounts to be determined at trial.

- L. Order Defendant Employer Physicians Leasing Co., Inc., to pay Theresa Denise McWilliams and any other similarly situated female(s) punitive damages for its malicious and and reckless conduct described in paragraph 10 above, in amounts to be determined at trial.
- M. Grant such further relief as the Court deems necessary and proper in the public interest.
- N. Award the Commission its costs of this action.

JURY TRIAL DEMAND

The Commission requests a jury trial on all questions of fact raised by its complaint.

C. GREGORY STEWART
General Counsel

GWENDOLYN REAMS
Associate General Counsel

DELNER FRANKLIN-THOMAS
Regional Attorney



PAULINE TERRELONGE
Senior Trial Attorney
State Bar Number 113896 (California)
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
501 E. Polk Street, 10th Floor
Tampa, Florida 33602
Tele: (813)228-2240