

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

BRUCE LEE,

Plaintiff,

vs.

CASE NO.:

MORGAN EXTERIORS, INC.

Defendant.

_____ /

COMPLAINT & DEMAND FOR JURY TRIAL

Plaintiff, BRUCE LEE (“Plaintiff”), by and through undersigned counsel, hereby files this Complaint against Defendant, MORGAN EXTERIORS, INC., a Florida Profit Corporation (“Defendant”) and states as follows:

INTRODUCTION

This is an action brought pursuant to the Florida Civil Rights Act of 1992 (“FCRA”), Florida Statutes §760.01, *et seq.*, and Florida Statute §440.205, to recover front pay, back pay, reinstatement, lost benefits, compensatory damages, emotional distress damages, pain and suffering, injunctive relief, reasonable attorneys’ fees and costs and any other relief to which Plaintiff is entitled including, but not limited to equitable relief.

PARTIES

1. Plaintiff is an adult individual who resides in Pasco County, Florida.
2. Defendant, MORGAN EXTERIORS, INC. is a Florida Profit Corporation, licensed and authorized to conduct business in the State of Florida. At all times hereto, Defendant maintained an office in Hillsborough County, Florida.

3. At all times material hereto, Defendant was an employer as defined by the laws under which this action is brought and employs greater than twenty (20) or more employees and is an “employer” within the meaning of the FCRA.

JURISDICTION AND VENUE

4. This is an action for damages that exceeds the sum of THIRTY THOUSAND DOLLARS (\$30,000.00), exclusive of costs, interest and attorneys’ fees (The estimated value of Plaintiff’s claim is in excess of the minimum jurisdictional threshold required by this Court). Accordingly, Plaintiff has entered “\$30,001” in the civil cover sheet for the “estimated amount of the claim” as required in the preamble to the civil cover sheet for *jurisdictional purposes only* (the Florida Supreme Court has ordered that the estimated “amount of claim” be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff’s claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

5. Defendant is and was at the time of all incidents described herein, operating in Hillsborough County, Florida, and is within the jurisdiction of this Court. Therefore, venue is proper in this Court.

6. Venue is proper as the acts and omissions giving rise to Plaintiff’s claims occurred in Hillsborough County.

7. Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), on May 29, 2020. On January 12, 2021, the EEOC issued its right-to-sue letter. and has since received a right-to-sue letter on January 12, 2021. Therefore, this complaint is being filed within 90 days of Plaintiff receiving his right-to-sue letter.

FACTUAL ALLEGATIONS

8. Plaintiff is an Asian male.

9. Plaintiff was hired by Defendant in or about July 2015.

10. Plaintiff was employed as a sales associate.

11. At all times material to this action, Defendant was and continues to be a Florida for Profit Corporation.

12. Further, at all times material to this action, Defendant was and continues to be, engaged in business in Florida, doing business in, among other counties, in Hillsborough County, Florida.

13. At all times material to this action, Plaintiff was an “employee” of Defendant within the meaning of the FCRA.

14. At all times material to this action, Defendant was and continues to be an “employer” within the meaning of the FCRA.

15. Defendant is also employer as defined by FCRA, as it employed over 15 employees for over twenty calendar weeks in each year relevant to this action.

16. During the course of my employment with the Defendant, Plaintiff was subjected to racist and derogatory remarks on a daily basis by coworkers, management and even the Defendant’s owner.

17. On numerous occasions, especially in the months leading up to Plaintiff’s discharge, Plaintiff would complain to his immediate supervisor, Jason Keyes and the owner, Kirk Morgan, but this only seemed to fuel their “jokes.”

18. In fact, Mr. Keyes and Mr. Morgan were some of the worst perpetrators in the ongoing harassment. *See* relevant text messages attached as **Exhibit “A.”**

19. Mr. Morgan would also text the Company's group chat racist "jokes" towards Plaintiff and then include "in my best Asian accent" in parenthesis after his derogatory remarks.

20. In addition to derogatory text messages, Mr. Morgan would also mimic stereotypical Asian accents around the office to Plaintiff and his coworkers.

21. Additionally, on at least one occasion, Plaintiff arrived to a customer's home and was immediately told "You're Bruce Lee; your office said you would fit that name."

22. Following this humiliating interaction, Plaintiff complained to Mr. Keyes. Immediately, Mr. Keyes admitted that he was the one who told the potential customer the Bruce Lee Asian "joke," but tried to defend himself by saying its fine since his wife was Asian.

23. Additionally, whenever Plaintiff would make a large sale, management and coworkers would send around pictures of Tibetan Monks on fire and text "Bruce Lee is on fire!"

24. Plaintiff would continually voice his complaints to Mr. Keyes and Mr. Morgan, however, nothing was ever done about these comments.

25. The more that Plaintiff complained to Mr. Keyes and Mr. Morgan, the worse his sales leads became and the more racial slurs were said to him – which was even more demoralizing as Plaintiff was paid purely on a commission basis.

26. Instead, the good/high probability sales leads were diverted away from Plaintiff to a co-worker who was Caucasian. As a result, Plaintiff was essentially forced to choose between suffering through daily racist attacks or lose a majority of his compensation.

27. On December 27, 2019, Plaintiff was unable to tolerate the constant and continuing racist hostile work environment and economic retaliation and as a result, resigned from his position as the economic retaliation amounted to a constructive discharge as he was unable to earn a sufficient living anymore.

28. Additionally, after Plaintiff hired an attorney, Mr. Morgan began to harass and retaliate against Plaintiff by contacting his new employer and informing them of his impending litigation against the Company.

29. Plaintiff's counsel advised Mr. Morgan's counsel to cease and desist communications regarding the impending litigation and complaints of discrimination, but weeks after this communication with counsel, Mr. Morgan again knowingly retaliated against Plaintiff further and told Plaintiff's new employer to pass a message along. "Tell Bruce I said hi and I am well represented."

**COUNT I – VIOLATIONS OF THE FLORIDA CIVIL RIGHTS ACT –
RACE DISCRIMINATION**

30. Plaintiff reincorporates and readopts all allegations contained within paragraphs 1 through 29, above.

31. Plaintiff is protected by the FCRA due to his race.

32. By the conduct described above, Defendant engaged in unlawful employment practices and discriminated against Plaintiff on the basis of his race in violation of the FCRA.

33. Defendant knew or should have known of the discrimination.

34. The above discrimination was done by Defendant with reckless disregard for Plaintiff's right under state law. As a direct and proximate result of the discrimination described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of other employment benefits and continues to suffer mental anguish, distress, humiliation, great expense and loss of enjoyment of life.

WHEREFORE, Plaintiff prays for a trial by jury and all legal and equitable relief allowed by law including:

a. Back pay and benefits;

- b. Interest on back pay and benefits;
- c. Front pay and benefits;
- d. Compensatory damages for emotional pain and suffering;
- e. Injunctive relief;
- f. Prejudgment interest;
- g. Costs and attorney's fees; and
- h. Such other relief as the Court may deem just and proper.

COUNT II – RETALIATION UNDER THE FLORIDA CIVIL RIGHTS ACT

35. Plaintiff reincorporates and readopts all allegations contained within paragraphs 1 through 29, above.

36. Plaintiff is protected by the FCRA due to his race.

37. Defendant retaliated against Plaintiff because he exercised his rights under the FCRA by complaining about the race discrimination he was enduring.

38. Defendant had actual knowledge of the retaliatory conduct of Plaintiff's supervisors.

39. Defendant's acts and omissions negatively affected one or more terms, conditions and/or privileges of Plaintiff's employment.

40. Defendant's retaliatory acts and omissions occurred, at least in part, because of Plaintiff's complaints regarding race discrimination.

41. Defendant's conduct violated Plaintiff's right to be free from retaliation as guaranteed by the FCRA.

42. As a direct, natural, proximate and foreseeable result of the actions of Defendant, Plaintiff has suffered harm for which he is entitled to compensation, including, but not limited to lost wages and benefits, future pecuniary losses, emotional pain, suffering, inconvenience, mental

anguish, loss of enjoyment of life and other non-pecuniary losses.

43. Plaintiff has no plain, adequate or complete remedy at law for the actions of Defendant, which have caused and continue to cause irreparable harm.

44. Defendant's violations of the FCRA were willful.

45. Plaintiff has retained the law firm of MORGAN & MORGAN, P.A. to represent Plaintiff in the litigation and has agreed to pay the firm a reasonable fee for its services.

46. Plaintiff is entitled to recover his attorneys' fees and costs pursuant to the FCRA.

WHEREFORE, Plaintiff prays for a trial by jury and all legal and equitable relief allowed by law including:

- a. Back pay and benefits;
- b. Interest on back pay and benefits;
- c. Front pay and benefits;
- d. Compensatory damages for emotional pain and suffering;
- e. Injunctive relief;
- f. Prejudgment interest;
- g. Costs and attorney's fees; and
- h. Such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by a jury of his peers.

Dated this 2nd day of April, 2021.

Respectfully submitted,

/s/ Gregory R. Schmitz

GREGORY R. SCHMITZ, ESQ.

Fla. Bar No.: 94694

RYAN D. NASO, ESQ.

Fla. Bar No.: 1010800

Morgan & Morgan, P.A.

20 North Orange Avenue, 15th Floor

Orlando, FL 32802-4979

Tel.: (407) 204-2170

Fax: (407) 563-9986

Email: GSchmitz@forthepeople.com

RNaso@forthepeople.com

APerez@forthepeople.com

Attorney for Plaintiff

EXHIBIT “A”

Messages Group MMS Details

To: Kief, Kirk, Chris, Jason, Blake & 4

Does that count as 2? 🤔

Kirk Morgan

Now we're talking! Go Cal

2 leads?

Oh you so sneaky Mr Lee (in my best Asian accent) 🙄

Two contracts. Two people. Two hundred miles away. Haahahaha. I had to try.

Kirk Morgan



Jason



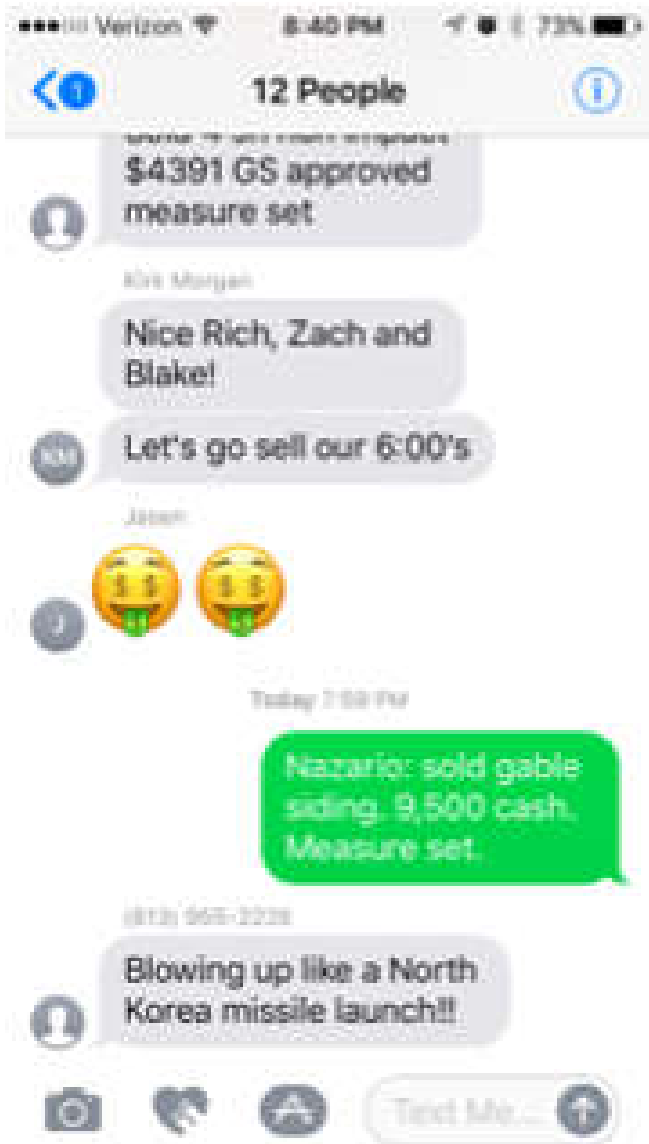
Nick Bruce

Tis the season to be jorry. Fa ra ra ra ra, ra ra ra ra!

Nice Job Bruce 😄

Text Message





10 People

John Lasker

BP lick and stick white flat. 6559 finance pending.

Today 1:30 PM

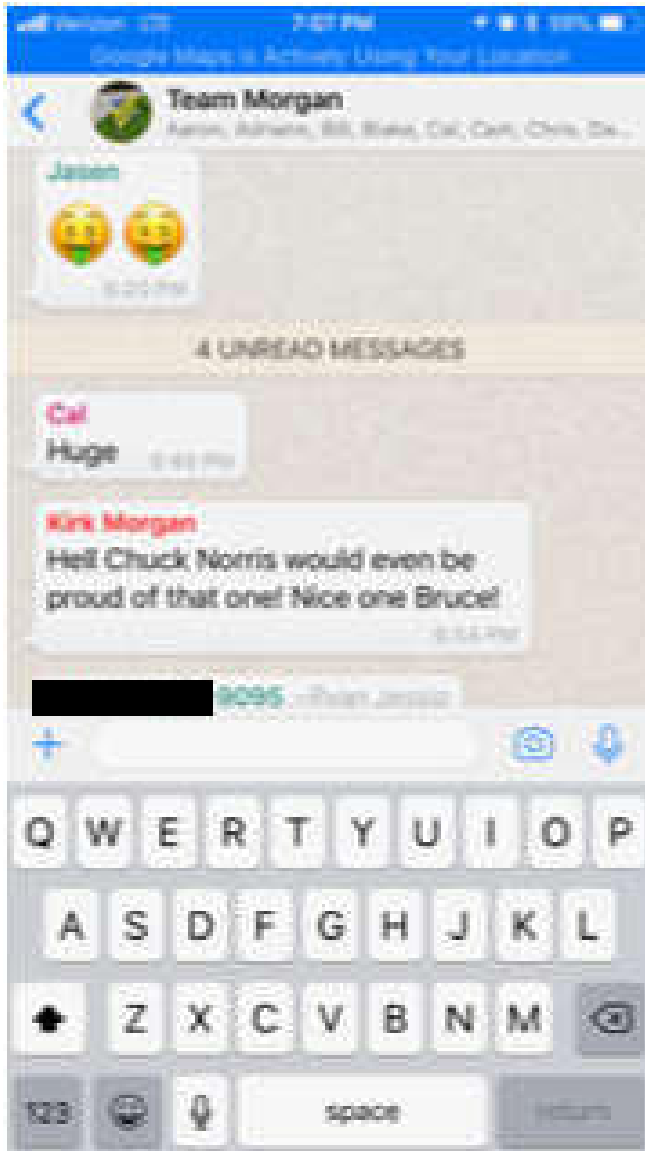
Smith: sold siding. 17,384 gs approved

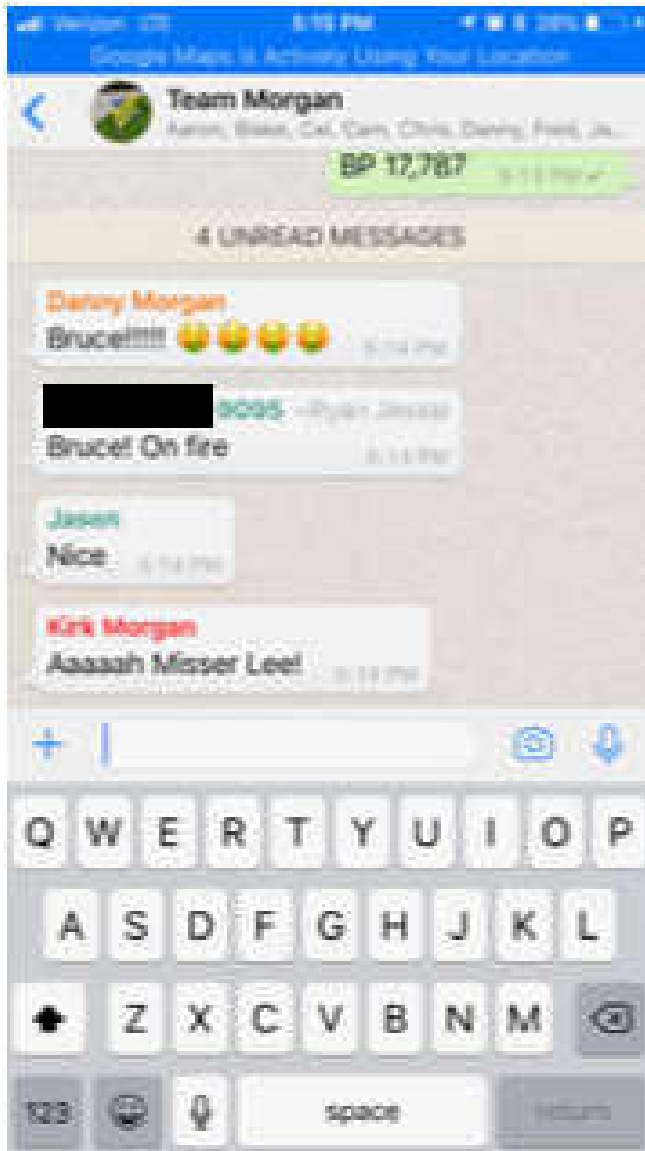
John

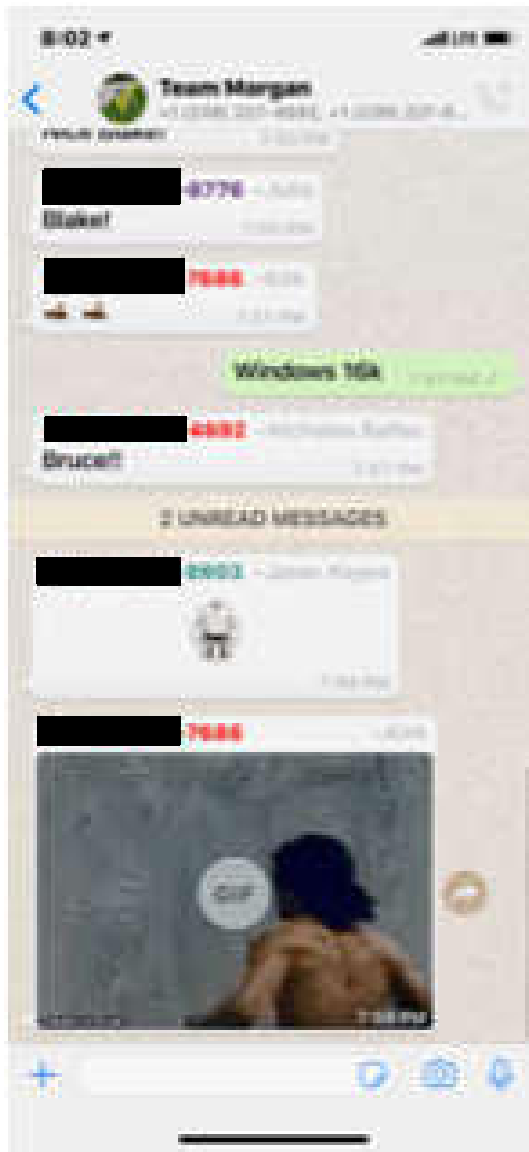
John!! Nice

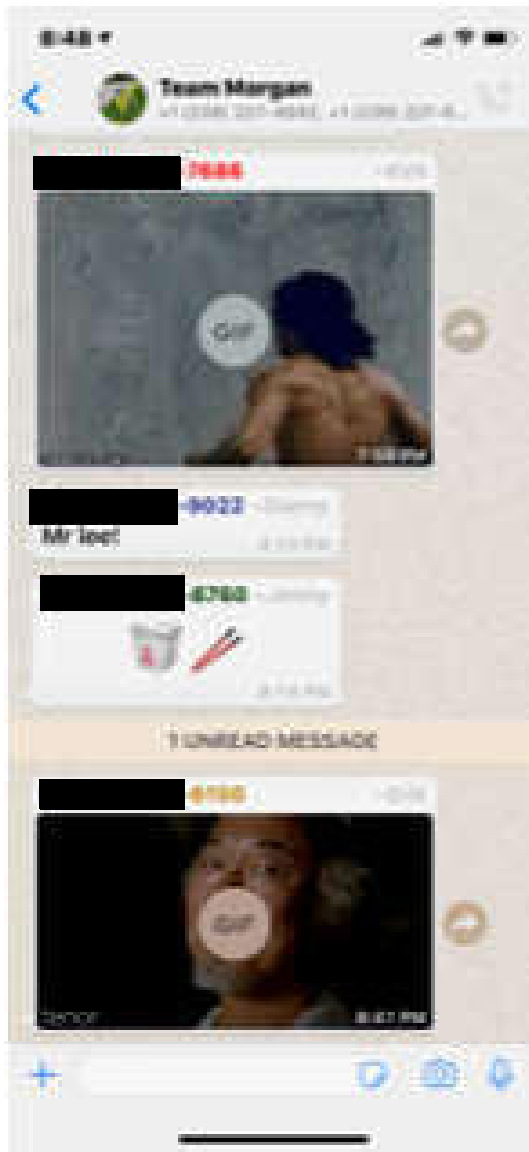


Go Bruce!!









Messages Group MMS Details

Tom, Kief, Kirk, Chris, Jason, Blake & 2

Phillips sold 2 Windows
4,361 cash.

Jason

Bruce is on



Kirk Morgan

Whaaaaaaaaahaaa

Text Message Send