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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

ELIAS MAKERE, FSA, MAAA
(Plaintiff)

- against -

ALLSTATE INSURANCE COMPANY
(Defendant)

FULL VERIFIED CIVIL COMPLAINT

Florida Civil Rights Act of 1992
Equal Pay Act of 1963
Title VII of the Civil Rights Act of 1964
42 USC §1981, 42 USC §1981a, 42 USC §1985

November 4, 2021

JURY TRIAL DEMANDED



Brimming with scorn and disdain, the GM performed the attack-on-black. Pushing past logic, doing away with fact.

Thereby buoyed by the beckoning crowd – and aided by the state – master acted illegally. Moving three pawns at once, retreating another at twice. Even occupying two squares with a single piece.

With GM's klan-destined contradictions & subterfuge hopping in the kangaroo court, black must hereby summon a jury-of-his-peers for redress.



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ABBREVIATIONS

ALJ	Administrative Law Judge
DOAH	Division of Administrative Hearings (Florida)
EEOC	Equal Employment Opportunity Commission
FAC	Florida Administrative Code
FCHR	Florida Commission on Human Relations
FS	Florida Statute (2020)

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION

ELIAS MAKERE, FSA, MAAA)
)
Plaintiff,)
)
vs.) Case No (LT): 3:20-cv-00905-MMH-JRK
) Division: (3) Jacksonville
ALLSTATE INSURANCE COMPANY)
) Jury Trial Demanded
Defendant,) Yes | No

FULL VERIFIED CIVIL COMPLAINT^{11/}

COMES NOW, Plaintiff, Elias Makere on this 4th day of November 2021 and hereby sues Defendant, Allstate Insurance Company and states the following:

I. NATURE OF THE CLAIM

1. This action is brought under §760 FS (“FCRA”), 29 USC §206 et seq (“EPA”), 42 USC §1981 (“1981”), 42 USC §1981a (“1981a”), 42 USC §1985 (“1985”), and 42 USC §2000e et seq (“Title VII”) to redress Defendant’s unlawful employment practices towards Plaintiff (also see 28 USC §1331, §1343, and §1367). Conduct that included – but was not limited to – race/sex/color discrimination, unlawful

retaliation, a pattern & practice of retaliation (financial, lethal, etc.), and a collaborative deprivation of Plaintiff's constitutional rights (due process, equal protection, trial-by-jury).

II. JURISDICTION: AMOUNT

2. Plaintiff seeks declaratory relief, injunctive relief, and damages in excess of thirty thousand dollars (\$30,000) – exclusive of interest, costs, and attorney fees.

III. JURISDICTION: PARTIES

3. At all times material hereto, Plaintiff was a resident of Jacksonville, FL (Duval County). Thus, he was a “Person”, as described by Title VII.

4. At all times material hereto, Defendant (a Florida corporation), had its principal place of business in Jacksonville, FL (Duval County). Employing fifteen (15) or more employees at all times pertinent. As such, Defendant has satisfied the definition of an “employer” – as contemplated by Title VII.

IV. JURISDICTION: VENUE

5. Defendant's unlawful conduct was committed within the jurisdiction of this Court. Thus, pursuant to 28 USC §1331 (and §1391), this venue is correct.

V. STATUTORY PREREQUISITES

6. All conditions precedent to bringing this action have been satisfied.
7. Plaintiff timely filed suit within ninety (90) days of receiving his right-to-sue letter from the EEOC (please see Exhibit A, Exhibit B).
 - a. On April 10, 2019, Plaintiff dual-filed his discrimination charge with the FCHR (a state agency which had a workshare agreement with the EEOC). After much impropriety (delay, writ of prohibition, etc.) the federal agency sent Plaintiff the requisite document.^{1/}

VI. STATEMENT OF THE FACTS

8. Plaintiff, a black male, began working for Defendant on November 18, 2013.
9. Defendant admitted him into its Actuarial Career Program (“ACP”) alongside many of his newfound co-workers. The ACP’s goal was to develop its members into FSAs (Fellows of the Society of Actuaries).
10. At the time of hiring, Plaintiff had passed six (6) actuarial exams, and had a little over one year of experience. This meant that he would have to pass four (4) more exams to attain the desired credential.
11. Defendant hired Plaintiff into its entry-level position named “Actuarial Technician” even though he was qualified for Defendant’s higher “Actuarial Associate” position.

- a. Based on information & belief, Plaintiff was the most qualified “actuarial technician” that Defendant had ever hired (judging by exam success + experience).

He reported directly to Ms. Lisa Henry.

12. Right off the bat, Ms. Henry subjected Plaintiff to sexual harassment; severe enough to alter the terms & conditions of his employment.

- a. A few Saturdays into Plaintiff's employment, Ms. Henry asked him to join her for dinner-&-a-movie. She added – voluntarily – that her husband would not be there. Plaintiff was distressed:

- i. For one, he had just moved to Jacksonville; did not know anyone else in the city; and was reliant on work income.
- ii. Secondly, he did not want a personal relationship with Ms. Henry.
- iii. Moreover, he did not want a romantic/sexual relationship with Ms. Henry either.

Plaintiff declined Ms. Henry's first date request.

It would not be her last.

13. Throughout Plaintiff's 3-year tenure with Defendant, Ms. Henry asked him out on a near-weekly basis. Usually asking him to go

- bowling with her. In that 33-month span, Ms. Henry never asked any other employee to go bowling with her. Just Plaintiff.
14. As a result, Plaintiff tried to avoid contact with Ms. Henry. Most notably, by abstaining from lunch outings. For instance, he exchanged his night-time gym visits with lunch-time gym visits (the gym was on Defendant's property) to dodge further harassment.^{2/}
15. The gym was of special importance to Plaintiff, because he had a heightened need for exercise. Plaintiff's legs were his only form of transportation^{3/}.
- a. Early into his tenure, Plaintiff's car died. He never replaced it.
 - b. Thus, he commuted to work via bicycling or jogging.
- Defendant knew this (please see ¶96-104).
16. Defendant also knew that Plaintiff lost his cell phone shortly after hire. Similarly, he never replaced it. From January 2014 to February 2018, Defendant – and Defendant's managers - never had Plaintiff's personal cell phone number (¶50, ¶56, ¶86-91).

Continued Harassment and Plaintiff's Initial Mitigating Efforts

17. In early December 2013, Plaintiff took and passed three minor exams.^{3/} Ms. Henry sat in as his proctor. He took the exams on company property.

18. Later that month, Plaintiff took and passed his seventh (7th) actuarial exam (the “Final Assessment”). These tests qualified Plaintiff for his first actuarial credential: the ASA (Associate of the Society of Actuaries).
19. To receive it, he would have to attend the Society of Actuaries’ (“SOA”) in-person course. The course was held in Atlanta, GA (ie, 500 miles from Plaintiff/Defendant).
20. In the days leading up to his multi-day trip, Ms. Henry offered to join Plaintiff. The trip included a hotel stay. She asked him in front of her own manager, Mr. Richard Schaefer. Plaintiff found her request to be illegitimate and sexually-motivated.
21. As a result, Plaintiff ramped up his measures for avoiding Ms. Henry. For example, he minimized face-to-face meetings with her by putting more detail in his Monday-morning updates.
 - a. Note: these face-to-face meetings featured Ms. Henry staring at Plaintiff’s privates; excessively.
22. Plaintiff developed a business-only relationship with Defendant’s employees. Offering only the courtesy, friendliness, and compassion he offered to complete strangers.
23. In-or-around Winter 2013/2014, Mr. Paul Ramirez (Defendant’s managerial employee) hosted a one-on-one meeting with Plaintiff.

The objective was to show Plaintiff a software program named Insight®.

- a. In the meeting, Mr. Ramirez showed Plaintiff various computer functions. Functions that Plaintiff already had mastery of. In deference and respect, Plaintiff played dumb to allow Mr. Ramirez to finish his presentation in its most-natural form.
- b. After the meeting, Plaintiff never asked Mr. Ramirez – or anyone – about Insight®. Any mild interest that he might have had beforehand evaporated (§119-124).
- c. He had to focus, instead, on the work that his manager, Ms. Henry, assigned to him. This is because she gave him explicit directions prior to the meeting. She said words to the effect of *“only do the work that I assign to you; other people might ask you to do work, but don’t do it”*.
- d. It was an easy directive for Plaintiff to follow; and he never attended any of the subsequent Insight® sessions that anyone scheduled (§119a, §121, §123).
 - i. Moreover, there were many other actuarial employees who did not attend Insight® sessions. So, there was no subsequent need to single out Plaintiff (§119-124).

Increasing Hostilities, Disparate Pay

24. Around this same time, racial harassment began ramping up, too. In a Spring 2014 inter-departmental meeting, Ms. Henry characterized Plaintiff as being racially inferior.

a. Doing so by saying a task was so easy she could get a “*monkey to do [it]*”. She elaborated, “*[it] will sit down, look at a piece of paper, then look up to compare it to what’s on the computer*”. It seemed she was casting Plaintiff as this monkey.

i. After all, he was Ms. Henry’s only [in-house] direct report. Plus, likening black people to monkeys was a classic way of imputing racial inferiority onto them.

b. Just minutes later, Ms. Henry’s offensive remarks crystallized. Upon returning to the cubicles, she directed Plaintiff to sit down at his seat. Then, she printed out a spreadsheet, placed it on his desk, and instructed him to compare the printout to the computer screen to see if the numbers were the same.

c. Plaintiff *was* the monkey.

25. As Defendant's only black actuary, Plaintiff's employment was conditioned on racial inferiority. Here are some highlights:

- a. When Plaintiff received his ASA credential – a major, equalizing milestone for Defendant's actuaries (§18) – Defendant paid him a lower salary than it paid his peers.
- b. In June 2014, Mr. Louis Posick (an actuarial manager) proclaimed that Plaintiff's recent credentials “*devalue[d] the profession*”. Despite the fact that:
 - i. Plaintiff passed the same exams that everyone else did;
 - ii. Plaintiff received his ASA faster than most of his peers/predecessors (§113a.ii).

As became the norm, Defendant eschewed facts for the fictions of Plaintiff's racial inferiority.

- c. Mr. Posick's direct report, Mr. Kazuhiko Nagai, followed suit by issuing a nonstop array of harassment directed at Plaintiff. Harassment which involved mocking, ridicule, and incessant invasions of space. Harassment punctuated by a racist doll (a monkey that Mr. Nagai placed on Plaintiff's desk – in plain sight).
 - i. The invasion of space was particularly extreme. Plaintiff spent every weekend, night, and morning at Defendant's

office (studying for his final three actuarial exams). Mr. Nagai got a whiff of that and began spending seven days a week at the office, too. Mornings and nights, too.

ii. Mr. Nagai's new behavior was a significant departure from his behavior prior to Plaintiff's employment. In addition to his ballooning office time was his new standing desk.

iii. In total, it meant that every step from every day of every week Mr. Nagai was observing Plaintiff. Watching him work; watching him study; watching him go to the bathroom/kitchen/elevator; watching him do everything.

iv. It caused Plaintiff extreme discomfort. Plaintiff was Defendant's only employee subjected to such invasions.

v. And it was when Plaintiff asked Mr. Nagai '*why the excessive attention*' that Mr. Nagai placed the racist doll on Plaintiff's desk.

d. Mr. Posick's other direct report, Mr. Phil Kite, joined in by characterizing Plaintiff as a monkey, too. In Fall 2015, as Mr. Nagai's racist monkey doll sat on Plaintiff's desk, Mr. Kite yelled loudly, "[Plaintiff] you look like a chimpanzee!!!".

- e. In Summer 2015, Ms. Marilou Halim (an actuarial manager) screamed profanities at Plaintiff as he sat studying in a small conference room. His '*crime*': buying a condolence card for a grieving co-worker.
- f. Likewise, in Spring 2016, on two separate occasions, Ms. Henry said that "*[Plaintiff was the] monkey we can't let grow into a gorilla*". Once again playing on the theme of black inferiority.

26. Three things were clear:

- a. Defendant held its actuarial department in high esteem; basing that prestige on the notion of high intelligence.
- b. Defendant viewed black people as being racially inferior; basing that disdain on the notion of low intelligence.
- c. Defendant believed that black actuaries – and Plaintiff in particular – sullied its actuarial department; just by virtue of their existence.

Disparate Treatment, Discriminatory Animus

27. Recognizing Defendant's animus, Plaintiff begged management to let him **work from home**. He asked on a routine basis. Mainly in response to direct hostilities (eg, mocking & ridicule, racist dolls, racist characterizations, racial proclamations, etc.).

- a. Defendant denied his requests every time; giving the following excuse: *'Plaintiff could not work from home because sitting near his coworkers was a condition of his employment'*. Fateful.
- b. Defendant, however, allowed its non-black employees to work from home.
 - i. Ms. Bridget Tennant – who also reported to Ms. Henry – had been working from home for over a decade (her home was in Maryland; 700 miles away).
 - ii. Ms. Tetyana Dostie – who reported to Ms. Halim – was granted her contemporaneous work-from-home request.
 - iii. Defendant has allowed many other non-black-male actuarial employees to work from home.

28. Yet every time Plaintiff attempted to avoid the harassment, Defendant targeted him for more. Graduating the harassment into discrimination.

29. In Fall 2015, Mr. David Dickson (an IT manager) initiated Defendant's systematic method for discrimination. He called Plaintiff at 5:17 pm, introduced himself, told Plaintiff a series of lies, then threatened to get Plaintiff fired. It was a severe, surprising, and unwarranted escalation.

- a. Additionally, in November 2015, prior to his call, Mr. Dickson approached Plaintiff in the parking lot after dark. Plaintiff was on his bicycle heading home. Mr. Dickson told Plaintiff in an ominous tone, *“be careful on your bike.”* Plaintiff saw it as a threat. One which later came to fruition (§92-95). One which was capped off with a spiteful gesture (§118, §120-124).
30. Also, in Fall 2015, Ms. Marianne Poriecca (an IT manager) told Plaintiff's direct manager (Ms. Henry) that she wanted Plaintiff fired (*“I can't believe he still works here”*). A message that Ms. Henry relayed to Plaintiff in early 2016. A message – that Ms. Henry admitted – was made without reason.
31. There was no legitimate reason for someone to hunt for Plaintiff's termination.
 - a. Note: at this point, Plaintiff had passed his eighth (8th) actuarial exam and was working on number nine (9).

Internal Complaints, Retaliation

32. Plaintiff thereby filed an internal discrimination complaint against Mr. Dickson. Who acknowledged that it was based on “racism”. As it turns out, Mr. Dickson had been charged with employment discrimination before.^{5/}

33. Management responded by sending several staff members to replace Plaintiff's employment. The most explicit one was Mr. James Parks; who said that management (Mr. Schaefer, Mr. Dickson) sent him to take over for Plaintiff. Plaintiff obliged; sharing his knowledge and skills - as he had always done with all of his work (with everyone).
34. Also, in retaliation for Plaintiff's internal complaint, Ms. Henry denied Plaintiff a raise in 2016. Instead, she gave Plaintiff the standard actuarial salary increase for having passed an actuarial course (the DMAC)^{6/}. Plaintiff subsequently filed an internal retaliation complaint against Ms. Henry.
35. Matters only got worse for Plaintiff. Perhaps, the most significant event was when a non-actuarial co-worker sabotaged his work. On June 30, 2016, Ms. Patricia Boland staged an actuarial miscalculation; and attempted to blame it on Plaintiff. Plaintiff caught her in the act, though.
36. Alarmed that anyone would do that (ie, deliberately attempt to get Plaintiff fired), Plaintiff reported it – among other things (see Racist Doll ¶25c, see Mr. Dickson ¶29, see Ms. Henry ¶34) – to Mr. Schaefer. Who told Plaintiff, “[Plaintiff] you're paranoid”, coupled with “you should figure out if this is the place for you to work”.

37. The message was clear: discrimination was going to win out.
- a. A message which was further emphasized when Plaintiff learned that Defendant made him purchase his actuarial exam (\$1,025) while not requiring the same of his non-black-male peers (Mr. Victor Ciurte, Mr. Kazuhiko Nagai, etc.).

Termination Excuse

38. Within a week-or-so, Plaintiff received negative results from his ninth (9th) actuarial exam. He believed foul play was involved.
- a. Specifically, he believed that Ms. Marilou Halim graded his exam, and failed him in order to produce an excuse to terminate Plaintiff's employment.
 - i. For over 20 years, Ms. Halim presented to Defendant's actuarial department that she was an actuarial exam grader.
 - ii. In November 2018, however, she told state administrative authorities the opposite (that she was never an exam grader). Statements that were contradicted by everyone else who testified that she was indeed an exam grader.

39. Based on information & belief, Ms. Marilou Halim graded Plaintiff's ninth (9th) actuarial exam. She did so with the intent to get him fired from Defendant's employ.
40. Nevertheless, as of July 2016, Plaintiff had thereby failed to satisfy Defendant's "1-in-3 rule".
 - a. Note: Defendant's ACP had a "1-in-3 rule". The rule stated that an employee had to pass one exam in three attempts. Failure to satisfy that rule could lead to removal from the program.
41. Shortly thereafter, on-or-around August 10, 2016, Ms. Henry approached Plaintiff at his desk. It was at about 5:12 pm. She – once again – asked Plaintiff to go out with her (bowling). This request was different, though, because Defendant had severely compromised Plaintiff's employment. Nevertheless, Plaintiff – once again – declined to go out with Ms. Henry. Shocked; she stood at the corner of his desk; mouth open; for about 2-3 seconds.
42. A few hours later, Ms. Henry filed to have Plaintiff terminated.
43. That Friday (August 12, 2016), Ms. Henry escorted Plaintiff to the 1st floor for a meeting. It was not a regular staff meeting (as had been described). Instead, it was a termination meeting. The HR manager, Mr. Ellis Manucy, conducted it. He informed Plaintiff he was being

fired because he failed his actuarial exam. He added that it was “*extremely rare*”. No other reason was given.

Discriminatory Termination Excuse

44. The failure was not rare; the termination response was (and discriminatory). Here is a list of Defendant’s employees who also failed to satisfy the “1-in-3” actuarial exam requirement:

- a. Mr. Victor Ciurte
- b. Ms. Tetyana Dostie
- c. Mr. Josh Garcia
- d. Mr. Phil Kite
- e. Ms. Anna Lunder
- f. Mr. Kazuhiko Nagai
- g. Ms. Bridget Tennant

None of whom were black (let alone black men).

45. Moreover, Defendant had a number of employees who were never even required to satisfy the “1-in-3 rule”. Including, but not limited to, Ms. Nasreen Ali. Likewise, Ms. Ali was neither black nor a man.

46. Immediately after terminating Plaintiff, Defendant hired two non-actuaries to assume his responsibilities. Neither of whom had even attempted an actuarial exam (let alone pass one). They were Ms. Boland and Mr. Christopher Mirisola. Again – neither were black (let alone black men).

Subsequent Events

47. Within a month, Ms. Henry approached Plaintiff in a restaurant near Plaintiff's home. She followed up with friendly emails to his personal account.

Plaintiff never replied.
48. Additionally, Plaintiff never re-applied for employment with Defendant. Nor did he ever inquire about returning to Defendant's employ.
49. Plaintiff was still focused on attaining his FSA. That Fall, he passed his ninth (9th) actuarial exam.
50. Also, that Fall, Plaintiff got a new cell phone. None of Defendant's employees had the number (¶16, ¶56, ¶86-91). He was going to need it for his ultimate venture into small business ownership.
51. In early 2017, Plaintiff registered a company name with the Florida Department of State. He never advertised it. He never promoted it. He never mentioned it to Defendant (or any of Defendant's employees).
52. The subsequent legal action that he took against Defendant ended up consuming an unexpectedly large amount of Plaintiff's time.

First External Complaint

53. On June 30, 2017, Plaintiff filed a charge of discrimination with the FCHR. It was on the basis of race and sex (see **Exhibit C**).

54. On September 8, 2017, Defendant responded to **both** bases by denying any discriminatory conduct (see **Exhibit D**). Stating that it fired Plaintiff for a legitimate reason. Specifically, because he had failed an actuarial exam (see **Exhibit E**):

“Complainant was terminated solely because he failed his [FSA] exam.”

- Allstate Insurance Company, 9/8/17

55. Notably, Defendant told the FCHR – under oath – that it investigated Plaintiff's allegation of a racist doll, interviewed employees (including Mr. Nagai), and said that no one could corroborate it.

a. This statement was a bold lie.

i. The person who put the racist doll on Plaintiff's desk (ie, Mr. Nagai - ¶25c) admitted that he did it.

[1] He told the state investigator he did.

[2] He testified the same one year later.

b. This false statement exhibited Defendant's propensity to lie about its discriminatory conduct. A method of operation that it continues to this day (¶129).

56. As the case progressed to the administrative hearing phase (at DOAH), Plaintiff contacted several non-parties to begin discovery.

- a. It is important to note, that by virtue of DOAH's rules & procedures, Plaintiff's contact information became public record (eg, his previously unknown cell phone number).

Post-Termination Retaliation | Higgins (Part A)

57. One person, Mr. Kirk Higgins, went on attack in response. Filing documents aimed at embarrassing Plaintiff – in violation of §120.569(2)(e) FS; even calling local police departments to try to dig up dirt on Plaintiff.

“It seems clear that [this message] would be an embarrassment to [Plaintiff]...”

- Mr. Higgins | DOAH 18-0373 | FL | 2/27/18

58. Plaintiff believed that Defendant was putting him up to it. So, in early 2018, Plaintiff asked Defendant's trial counsel if Defendant was encouraging Mr. Higgins to retaliate. Defendant gave a minimal response. Plaintiff got a full answer, though, from Mr. Higgins himself.

59. At about 6:12pm EST on Monday, March 26, 2018, Mr. Higgins called Plaintiff's cell phone. Plaintiff picked up, and maintained that this

was strictly a legal action which he was going to see through to the end.

60. Mr. Higgins responded by saying he had been in recent communication with Defendant's employees. He emphasized that two of them were Ms. Henry and Mr. Schaefer.

a. Ms. Henry, of course, was responsible for Plaintiff's termination. Mr. Schaefer was her manager.

61. During the call, Mr. Higgins added that Ms. Henry recently gave him good marks/recommendations on a professional networking site (LinkedIn.com). He posited it as if it would dissuade Plaintiff from litigating his claim against Defendant.

62. It did not. The facts surrounding Defendant's discrimination were too strong. Instead, Mr. Higgins' words only shed greater light on Defendant's pattern & practice of retaliation.

63. Fear played a major role. As Mr. Higgins continued, he explained that he was afraid that Defendant would retaliate against him if he were to comply with Plaintiff's discovery requests.

a. Mr. Higgins' concerns were well-taken. At DOAH, Plaintiff made several attempts to conceal Mr. Higgins' identity (motions for confidentiality, aliases, etc.). As such, Defendant's intimidation factor was affecting Plaintiff's lawsuit.

64. The 10-minute phone call went on. Importantly, Mr. Higgins made unsolicited offers to network with Plaintiff. Plaintiff declined; on several grounds:
- a. Most importantly, Plaintiff was solely focused on litigating his case against Defendant;
 - b. Secondly, Plaintiff did not want to network with anyone; and
 - c. Thirdly, Plaintiff had particular disinterest in relating to anyone who had Allstate origins.

Defendant and Mr. Higgins

65. Mr. Higgins had an employment relationship with Defendant (ie, Allstate). One of the 'master-servant' type.^{7'}
66. Immediately before Defendant hired Plaintiff, Defendant employed Mr. Higgins. Mr. Higgins also reported to Ms. Henry. Mr. Higgins was also black.
67. On information & belief, Defendant has never hired any other black-male actuary (just Mr. Higgins; just Plaintiff).
68. Defendant had disdain for Mr. Higgins. Its employees expressed as much to Plaintiff.
- a. Mr. Posick spoke negatively of him (eating habits, lack of socializing). Mr. Ramirez said the same. As did Mr. Schaefer.

Ms. Henry – his direct manager – took it a step further by lamenting the cleanliness of Mr. Higgins' keyboard.

69. Plaintiff never knew him (had no knowledge of his demographics). In Summer 2014, though, during a car ride back to the office, Mr. Ramirez showed Plaintiff a picture of Mr. Higgins. On Mr. Ramirez's phone was a LinkedIn page showing Mr. Higgins as a connection. Mr. Ramirez quipped [something to the order of] "*maybe that's why they keep comparing you to him*". Plaintiff thereby learned that Mr. Higgins was a black man.

a. Important note: on information & belief, this car ride was the return trip from the farewell lunch in which Mr. Posick proclaimed Plaintiff's newly attained credentials "*devalue[d] the profession*" (§25b).

b. Additional note: Plaintiff had already begun requesting to work-from-home on account of Defendant's ongoing harassment.

70. In Plaintiff's 3-year tenure, none of Defendant's employees ever said a positive thing about Mr. Higgins. Not a single word.

71. Ms. Henry did add, though, that she bemoaned Mr. Higgins' prior requests to work-from-home; requests she always denied.

72. As Defendant's disparate history shows, it **never** granted the work-from-home privilege to any of its black-male actuaries. Defendant **always**, however, granted it to everyone else in the actuarial department (also see ¶27).

Post-Termination Retaliation: Higgins (Part B)

73. Equipped with this knowledge, Plaintiff found Mr. Higgins' 2018 phone call to have been:

- (a) motivated by fear of Defendant;
- (b) cushioned by the aid & comfort Defendant plied him with;
and
- (c) aimed at dissuading Plaintiff from continuing his lawsuit.

74. Mr. Higgins hung up dejected. His March 26, 2018 call marked the second-&-last time the two ever spoke.

75. Thus, what Mr. Higgins did next – in concert with Defendant – was purely in response to Plaintiff's lawsuit.

76. At first, the two paired up to relay Mr. Higgins' conversation points (networking solicitations, subpoena avoidance, etc.) to DOAH.

77. It progressed to a tag-team smear campaign. Mr. Higgins told the state agency that he called Plaintiff's local police department to try to find harmful information on Plaintiff.

“Upon doing further check on [Plaintiff] using public information, I am startled to find information that indicates [Plaintiff] has been arrested at least twice.”

- Mr. Higgins | DOAH 18-0373 | FL | 4/4/18

Mr. Higgins added – explicitly – that his aim was to interfere with Plaintiff's case:

“The purpose of this document is to allow potential witnesses an opportunity to request protective orders against any potential subpoenas by [Plaintiff]...”

- Mr. Higgins | DOAH 18-0373 | FL | 4/4/18

He continued, however, by saying his court filings may be frivolous:

*“There is **no** evidence of any convictions and **no** evidence any prosecutor attempted to pursue charges in court... This arrest may or may not have relevance to the case...”*

- Mr. Higgins | DOAH 18-0373 | FL | 4/4/18

He also disclosed his zeal:

“I attempted to obtain confirmation from Jacksonville Police Department but was told inquiries for public records could take weeks or months.”

- Mr. Higgins | DOAH 18-0373 | FL | 4/4/18

78. Around this same time, Defendant hired an attorney named Christine Manzo (52121). She filed her notice of appearance with DOAH.

79. Upon information & belief, Ms. Manzo was hired only in response to Plaintiff's lawsuit/complaint.
- a. She never worked for Defendant beforehand; and
 - b. She never worked for Defendant afterwards
80. Ms. Manzo spoke for Defendant; and her actions spoke volumes.
81. On June 21, 2018, while Plaintiff was preparing his non-party subpoena to the Society of Actuaries ("SOA") Ms. Manzo emailed Mr. Higgins.
82. Her email encouraged Mr. Higgins to file documents on Defendant's behalf. Documents that Mr. Higgins was not authorized to file. Documents that were unlawful (see ¶57). Documents that were aimed at the most contentious piece of discovery (see ¶38a, ¶39).
83. Ms. Manzo further instructed Mr. Higgins to avoid writing anything that could negatively impact Defendant's accompanying pleading (**Exhibit F**).
84. Ms. Manzo was well-aware of Mr. Higgins' previous unlawful conduct.
- a. Such conduct was captured in the public forum; and
 - b. Such conduct was the subject of Plaintiff's prior motion for sanctions.
85. In short, Defendant enlisted its former employee to attack Plaintiff for filing his discrimination lawsuit.

Post-Termination Retaliation: Lethal

86. Running contemporaneous to Defendant's tag-team smear campaign against Plaintiff was Defendant's near-fatal attacks.
87. From the outset of the DOAH proceedings, Plaintiff received death threats on the phone; and supplemental taunts through the mail. The calls numbered in the dozens-per-day; the mailings came in at about six pieces per month.
88. All of the threats had a common theme centered around '*praying to God*'.
 - a. One recorded phone call had an intimidating woman's voice asking, "*Do you need someone to pray for your life?*"
 - b. Mailed postcards contained similar phrasing.
 - c. It must be noted that the religious theme of '*praying to God*' was the exact quote Mr. Higgins levied at Plaintiff to dissuade Plaintiff from continuing his lawsuit against Defendant.
 - i. Thereby linking Defendant – via Ms. Manzo/Mr. Higgins – to the death threats.
89. Prior to his lawsuit, Plaintiff never received such phone calls. All of which came once his phone number entered the public domain (via DOAH).

90. Upon information & belief, Defendant was encouraging its employees (Ms. Henry, etc.) to attack Plaintiff for filing suit.
91. The verbal/mailed threats eventually turned into a physical assault.
92. In Spring 2018, Plaintiff was hit by a car while riding his bicycle. The car was traveling 45 mph (reportedly). Mr. Dickson's 2015 threat had indeed played out (¶29a).
 - a. When Plaintiff awoke on the grassy median, he immediately thought Defendant was behind it. His first thought was that either Ms. Halim or Mr. Dickson was involved; and perhaps others.
93. The driver of the car was a man named Matthew Myrick. As revealed by the crash report, Mr. Myrick lived within 10 minutes of Defendant's office.
 - a. As Plaintiff later learned, Mr. Myrick's home was down the street from Mr. Schaefer's home (ie, the manager who told Plaintiff he should '*figure out if [Defendant] was the place for [Plaintiff] to work*' when Plaintiff complained of harassment/discrimination.) (see ¶36)
 - b. 12 minutes away from Mr. Myrick's home lay the home of Mr. Greg Guidos, Defendant's CEO. Whose subsequent resignation marked the end of the retaliatory threats + assaults described

herein - but not the taunts (see ¶117-124); and not the lies (¶129).

- i. Upon information & belief, Mr. Guidos resigned only in response to the fact that Plaintiff videotaped his testimony (at the administrative hearing).

[1] Mr. Guidos' testimony was the only testimony that Plaintiff recorded by camera.

[2] Upon information & belief, Defendant's managers have direct evidence of the Company's discriminatory intent. Evidence in the form of emails and/or written/recorded correspondence.

- ii. Upon information & belief, Defendant reacts primarily to the publicity of its misconduct rather than the misconduct itself.

94. If not for Plaintiff's safety gear, he likely would have fallen into a coma, become paralyzed, or died. Each result would have brought a near-certain end to his lawsuit against Defendant.

- a. The injury was still severe, nonetheless. As it reduced Plaintiff's responsiveness to the administrative proceedings.

- i. Evidenced by him filing only 3 documents in 51 days.

- ii. Compared to the 170 he filed in the 292 days after recovery.
 - iii. The difference put Plaintiff at 10% capacity due to the hit.^{8/}
- b. A reduction in capacity that had a pivotal effect on Plaintiff's administrative case.
- i. While injured, Defendant filed a motion to strike Plaintiff's sex discrimination charge, because it had too much detail. Details that Defendant claimed it was not ready to handle.
 - ii. The motion sat on DOAH's docket for 30 days before Plaintiff could file a response. By then it was too late, because DOAH entered its order already.
 - iii. An order that was improvident. An order that DOAH held onto in contravention of the 14th Amendment of the US Constitution (*Equal Protection Clause*). An order that DOAH's ALJ perjured himself to defend.

[1] Thereby exposing himself to a 42 USC §1983 action (ie, the "*Ku Klux Klan Act of 1871*").
 - iv. An order that violated Plaintiff's due process rights.
 - v. The hit was severe.

95. Upon information & belief, Defendant enlisted people (eg, Mr. Myrick) to maim, injure, and/or kill Plaintiff in retaliation for filing suit.

Post-Termination Retaliation: Surveillance

96. Around this same time, complete strangers began befriending Plaintiff. Some did so at Plaintiff's neighborhood gym – the only place Defendant knew Plaintiff to frequent (see ¶14-15).
97. One was a 50-60 year old 5'9 man who always wore an Allstate T-Shirt. The man presented himself as an in-house lawyer. He spoke to Plaintiff as if the two knew each other.
- a. Asking about Plaintiff's time with Defendant;
 - b. Asking about actuarial work;
 - c. Asking about Plaintiff's direct manager.
98. Plaintiff did not know the man; and could not recall ever seeing him prior to his lawsuit against Defendant. He kept the conversations cordial, though, and brief.
99. Upon information & belief, Defendant sent that man to (a) keep tabs on Plaintiff; (b) startle plaintiff; and (c) interfere with Plaintiff's legal action.
100. Another man was a 50-60 year old 6'3 man named David. David always wore a hat. David always talked about bicycle riding. David

chatted up Plaintiff as well; regularly inviting him to play basketball. Plaintiff found him suspicious, but was friendly nonetheless.

101. One time, David bumped into Plaintiff at the beach. Where he revealed that he worked for Defendant.

a. It must be noted, that no one else (from any other company) has (a) approached Plaintiff at this gym; **and** (b) befriended him with recurring conversation.

102. Upon information & belief, Defendant sent this man (David) to (a) investigate Plaintiff; (b) get legal intel from Plaintiff; and (c) dissuade Plaintiff from following through on his lawsuit.

103. Moreover, upon information & belief, Defendant enlisted people to surveil/investigate Plaintiff. Whereby the employer could obstruct Plaintiff's lawsuit; either by force, with guile, or through a combination of the two.

104. Of course, Defendant's involvement in such subterfuge was corroborated by the emailed instructions from Ms. Manzo (¶82-83).

Post-Termination Retaliation: Financial

105. One month after Ms. Manzo sent that incriminating email, Plaintiff's former employer (Genworth Financial) reduced his retirement benefits substantially. They mailed him the notice.

106. Yet, Plaintiff had never given Genworth his Florida address.

107. Nor did Plaintiff ever talk to Defendant about Genworth.
108. Notwithstanding, Defendant's other trial lawyer (Ms. Carmen Rodriguez (710385)) made several statements about Genworth. She did so at Plaintiff's first administrative deposition. She did so at his second. Then she sandwiched in some more statements during Plaintiff's hearing.
109. Statements, of course, which were not pulled from evidence, from discovery, or even from discovery requests.
110. It was clear that Defendant was communicating with Genworth surreptitiously.
111. Considering the circumstances, Plaintiff reached out to Genworth to understand their actions. Genworth's benefits coordinator explained that Plaintiff's dissolved retirement benefits were not part of a company-wide policy. She further explained that he was the only person she knew who suffered dissolution.
112. Thus, upon information & belief, Defendant (via Genworth) retaliated to further damage Plaintiff's employment, compensation, and employment benefits. He believes Defendant did so by complaining about Plaintiff's lawsuit during phone calls with Genworth.

Plaintiff's Professional Progress and Defendant's Professional Retaliation

113. In the days surrounding Defendant's acts of financial retaliation, Plaintiff received passing results for his tenth (10th) actuarial exam. He took it weeks after the vehicular assault (see ¶91-95). Therefore, as of Spring 2018, Plaintiff had passed every exam necessary to qualify for his FSA (see **Exhibit E**).

- a. Coming full circle: at the administrative hearing (November 2018), Defendant's employee – and Plaintiff's manager – Mr. Richard Schaefer testified that Plaintiff should find a different career because of his exam progress.

“I probably recommended to you that you might consider another profession because you couldn't pass the exams for this one. That would be general career advice”

- Mr. Schaefer | DOAH 18-0373; Tr. 647:20 | FL | 11/29/18

A classic display of Defendant's discriminatory animus. Mr. Schaefer was referring to the termination excuse that Defendant concocted to try to conceal its unlawful motives (see ¶54).

- i. At the time that Defendant assembled the excuse (≈ 2016), it had many employees with far less exam success than Plaintiff (see ¶44-46).

[1] Some who failed every exam (passing none); some who never attempted any; and some who quit with fewer.

- ii. Plus, at the time that Mr. Schaefer gave the “*general career advice*” Plaintiff had already passed all of the exams. Passing the first 5 faster than 98% of the population.^{9/}

- b. Also coming full circle: at the same hearing, Defendant’s other managerial employee, Mr. Scott Randles, testified that he had never been an exam grader.

114. Yet, there he was. The next summer - at Plaintiff’s graduation ceremony – 3,000 miles from home (in Seattle, Washington); grading the last course for the FSA designation (**Exhibit G**).^{10/}

115. Upon information & belief, Mr. Randles – at Defendant’s behest – went to Plaintiff’s graduation ceremony in order to:

- a. target Plaintiff for harassment;
- b. obstruct Plaintiff’s attainment of his FSA;
- c. blackball Plaintiff from the profession; and

- d. supply the SOA with a false, perjured, unconstitutionally propagandized narrative on Plaintiff's racial inferiority.

Spite and Malevolence

116. Plaintiff found Mr. Randles' about-face presence (and suspected written submissions) to be spiteful and malevolent.

117. Also spiteful were the two mailings that arrived at Plaintiff's home (around June 2019).

118. One was a brochure to attend a Sharepoint® conference.

- a. Sharepoint® was part of the pretextual stream of lies that Mr. Dickson (Defendant's manager) targeted Plaintiff with back in Fall 2015 (see ¶29 *supra*). Plaintiff complained of Mr. Dickson's conduct, and wanted nothing to do with him.

- b. Upon information & belief, Defendant (via Mr. Dickson) effectuated delivery of the brochure to Plaintiff's home as a harassing, retaliatory gesture.

119. The other mailing was a different brochure to attend a conference on Insight®.

- a. Insight® was the software program that Mr. Ramirez (Defendant's manager) tried to get Plaintiff in on (¶23). Plaintiff was hamstrung by management; plus, he had no interest in Insight®.

b. Upon information & belief, Defendant (via Mr. Ramirez) effectuated delivery of the brochure to Plaintiff's home as a harassing, retaliatory gesture.

120. Both of these brochures, importantly, were addressed to the company that Plaintiff registered with the state (2017 – after termination).

a. The only time Plaintiff revealed this company name was when Defendant deposed him in the administrative phase.

121. These brochures indicated a collaborative effort to harass Plaintiff.

a. The harassment was based on the same perjured, stereotyped narrative that Mr. Randles flew across the country on (¶113b-116).

122. These brochures, individually and together, showed that Defendant's managers were (a) tracking Plaintiff's lawsuit, (b) responding with malice, and (c) tying themselves to all of the adverse acts Plaintiff suffered since the suit went public (as further spite/intimidation).

123. Plaintiff did not have any relationship with any of Defendant's employees. He did not want anything to do with them. The only thing that linked Plaintiff to Defendant's employees was Defendant itself.

a. Moreover, before-&-after June 2019, Plaintiff never received any material from either Sharepoint® or Insight®.

b. Plus, Defendant effectuated their delivery soon after DOAH's ALJ entered his perjurous Recommended Order. Doing so by typing Plaintiff's contact information onto online mailing lists.

124. As such, upon information & belief, Defendant has been spending years carrying out a campaign of spite, slander, surveillance, malice, and violence against Plaintiff. All in an effort to mute his lawsuit.

a. A lawsuit with indisputable facts which Defendant has only addressed with lies & corruption.

Lies & Corruption

125. Faced with these eternal facts of textbook discrimination, Defendant set out to deprive Plaintiff of his constitutional rights.

126. Back on December 15, 2017, the FCHR confirmed that race **and** sex formed the basis of Plaintiff's complaint against Defendant (**Exhibit H**).

127. Yet, 1.5 years later – and after grave impropriety – that same agency excluded Plaintiff's sex charge in its final order (**Exhibit I**). Doing so based on a massive lie (§94b.iii, §123b).

128. Upon information & belief, Defendant commandeered the FCHR to remove Plaintiff's sex discrimination charge from his originating complaint. Accomplishing such a feat in a variety of ways:

a. By pressuring the state agency;

- i. In all of the FCHR's publicly available annual reports (2010-2018), the agency tells its "*stakeholders*" how much money the commission has saved them. Boasting about its "*return on investment*" (highlights added):

*"During the past fiscal year, the Commission has helped Florida stakeholders avoid over **\$19 million** in litigation expenses. For FY 2017-18, the Return on Investment (ROI) is 104%"*

- FCHR | Annual Report | Fall 2018

- ii. One such stakeholder – as revealed in 2018 – is Florida Blue (a prominent insurer in Florida – a là Defendant).
- iii. Upon information & belief, Defendant is also an FCHR stakeholder. And as a stakeholder, Defendant improperly influenced the FCHR's conduct towards Plaintiff.

and/or

- b. By asking it directly;
 - i. Upon information & belief, Defendant asked the FCHR to violate Plaintiff's 14th amendment rights (due process, equal protection) and 7th amendment rights (jury trial).
 - ii. Doing so by email, fax, and/or phone.

and/or

- c. By bribing the state agency;
- i. §760.06(4) FS empowers the FCHR to accept gifts and bequests to “help finance its activities”.
 - ii. In September 2019, Plaintiff asked the FCHR whether it could accept a respondent’s gifts/bequests during the investigative phase of a complaint. The agency answered with “an emphatic yes” (highlights added) (**Exhibit J**):

“the [FCHR] has the power to accept gifts, bequests, grants, or other payments, public or private, to help finance its activities... There are no limitations in the text of the statute... There is no applicable case law suggesting that the Commission cannot accept bequests during the investigation of a claim ... Given that the answer to Petitioner's question of law on whether the Commission can accept gifts during the investigation phase of a claim is such an emphatic yes, there is no doubt to resolve”

- FCHR | Order 19-065 | 12/10/19

- iii. Upon information & belief, Defendant gave the FCHR something of value in exchange for its acts & omissions. Acts & omissions which the FCHR carried out to violate Plaintiff’s constitutional rights.

[1] Acts which included but were not limited to (a) removing Plaintiff's sex discrimination charge; (b) mailing Plaintiff's determination letter to someone else; and (c) inducing the EEOC to also mail Plaintiff's Right-to-Sue letter to the wrong person.

129. Also, in further perpetuating the lie, Defendant perpetrated a fraud upon this Court.

a. On May 21, 2021, Defendant filed a document in this case (Doc No 53 "*Defendant's Response... Memorandum of Law*"). It did so via Ms. Kimberly Doud (523771), Defendant's trial attorney.

i. In it, the employer wrote that Plaintiff's initiating employment discrimination complaint (§53) was on the basis of race only (highlights added):

"On June 30, 2017, Plaintiff filed a Charge of Discrimination ("First Charge") with the FCHR, which alleged racial discrimination, as well as retaliation, in violation of the FCRA. See Exhibit A..."

- Defendant | 5/21/2021 | Doc No 53 | 3:20-cv-00905-MMH-JRK

*“On January 19, 2018, Plaintiff filed a 231-page Petition for Relief (“First Petition”) with the FCHR. See Exhibit C. The First Petition included allegations of race discrimination not previously presented to the FCHR and therefore not part of the FCHR investigation. Plaintiff also, **for the first time**, alleged sex discrimination and/or sexual harassment”*

- Defendant | 5/21/2021 | Doc No 53

- ii. Of course, the underlying facts (and Defendant’s own attached exhibit) established that Plaintiff’s originating charge was on the basis of race ***and*** sex (¶53, ¶54, ¶126).
- b. Thus, on May 21, 2021, Defendant told a demonstrable lie of material fact. A lie aimed at depriving Plaintiff of a full & fair opportunity to litigate his discrimination case.

VII. ULTIMATE FACTS

130. It is indisputable that Defendant only fired the black man who failed an actuarial exam.

a. Defendant preceded this adverse employment action with years of harassment. Punctuated by:

- i. unwanted sexual attention;
- ii. date requests;
- iii. racist dolls;
- iv. racist characterizations; and
- v. more.

b. The harassment was coupled with disparate treatment.

Highlighted by:

- i. paying Plaintiff a lower salary than his non-black-male peers (indisputable);
- ii. forcing Plaintiff to pay \$1,025 for an actuarial exam while not doing the same to Plaintiff's non-black-male counterparts (indisputable); and
- iii. denying Plaintiff the work-from-home privilege that it granted Plaintiff's non-black-male coworkers (indisputable).

131. It is also indisputable that Defendant knew that Plaintiff exercised his civil rights.

- a. It answered his first complaint in September 2017.
 - i. Notarized by a state agent
- b. The complaint was investigated by a state agency.
- c. The complaint became public record in January 2018.
- d. Defendant hired at least 5 attorneys-of-record in response.
 - i. One such attorney was Ms. Christine Manzo.

132. It is also indisputable that Plaintiff suffered more adverse acts while his legal action was still pending.

- a. It is indisputable that Plaintiff was hit by a car in Spring 2018 (within two months of the case going public).
- b. It is indisputable that Plaintiff's former employer reduced Plaintiff's retirement benefits in July 2018.
- c. It is indisputable that Defendant's former employee harassed Plaintiff to presumably embarrass Plaintiff.

Upon information & belief, these adverse acts – individually and in total – would cause most reasonable employees to abandon their case.

133. It is also indisputable that Defendant was tied to these adverse acts.

a. Via its legal representative (Ms. Manzo), Defendant encouraged its former employee to file unlawful, unauthorized documents to hinder Plaintiff's civil rights case.

i. Defendant even instructed him on what to say.

134. It is also indisputable that Plaintiff's initiating complaint charged Defendant with race ***and*** sex discrimination.

a. It is indisputable that – on September 8, 2017, Defendant acknowledged both bases (§54).

b. It is indisputable that – on December 15, 2017 – the FCHR affirmed that Plaintiff's initiating complaint was on both bases (§126).

c. It is indisputable that *that same* state agency excluded Plaintiff's sex discrimination charge from the Final Order.

d. It is foundational that a sex discrimination charge is material to an employment discrimination complaint.

e. It is indisputable that – on May 21, 2021 – Defendant claimed that Plaintiff's initiating complaint did not have a sex discrimination charge (§129).

f. It is indisputable that Defendant knew its claim was false. Thereby, extending its state-sponsored lie to this tribunal.

Upon information & belief, Defendant unlawfully got the FCHR to deprive Plaintiff of his constitutional rights (due process, etc.), and is trying to perpetrate that fraud upon this Court.

A manifest injustice.

135. Lastly, it is also indisputable that all throughout its unlawful campaign, Defendant replaced Plaintiff with employees with far less qualifications while keeping others who also failed actuarial exams.

a. Objectively speaking: in terms of exam success (see ¶44)

b. Objectively speaking: in terms of experience

COUNT I: RACIAL DISCRIMINATION | §760 FS

136. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

137. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black coworkers. The offensive and derogatory remarks/actions were related to Plaintiff's race; and were so severe and pervasive they created a hostile work environment for Plaintiff.

138. Defendant's resulting decision to terminate Plaintiff was motivated by Plaintiff's race.

COUNT II: SEXUAL DISCRIMINATION | §760 FS

139. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

140. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-male coworkers. Ms. Henry's sexual harassment related to Plaintiff's gender; and was so severe and pervasive it created a hostile work environment for Plaintiff.

141. Defendant's resulting decision to terminate him was motivated by Plaintiff's sex.

COUNT III: COLOR DISCRIMINATION | §760 FS

142. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

143. Defendant continuously treated Plaintiff less favorably and unfairly compared to coworkers of a different complexion.

144. Defendant's resulting decision to terminate him was motivated by Plaintiff's skin tone.

COUNT IV: RETALIATION | §760 FS

145. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

146. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black-male coworkers. The offensive and derogatory remarks/actions were related to Plaintiff's race/gender/color; and were so severe and pervasive they created a hostile work environment for Plaintiff.

147. Defendant thereafter retaliated against Plaintiff because he complained [internally] about Defendant's discriminatory practices.

148. Defendant's resulting decision to fire Plaintiff was motivated by Plaintiff's demographics; and in retaliation (Opposition Clause).

149. Defendant also retaliated against Plaintiff because he filed suit against Defendant (under the Participation Clause). It did so by interfering with his efforts to recover damages inflicted upon him by Defendant's discriminatory animus.

a. Most directly by instructing its former employee to file unauthorized and unlawful documents to obstruct Plaintiff's pursuit of justice (§73-85).

b. Most severely by enlisting a man to follow and strike Plaintiff with his vehicle (§86-95).

The adverse acts that Plaintiff suffered were causally related to his lawsuit because (a) Defendant knew Plaintiff had engaged in a protected activity; (b) the events took place in close temporal proximity to the complaint going public; (c) the attacks came from the same motivating themes; and (d) the attacks were material/severe.

COUNT V: PAY DISCRIMINATION | 29 USC §206, et. seq.

150. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

151. Defendant continually paid Plaintiff a salary that was lower than his opposite-sex peers. The pay disparity began when Plaintiff attained his ASA (§18, §25), and continued until his unlawful termination.

152. Defendant conditioned Plaintiff's salary on Plaintiff's [un]willingness to engage in a personal/romantic/sexual relationship with his direct manager (¶12-13, ¶20-21).

153. As such, the compensation level that Defendant set for Plaintiff was motivated by his gender.

COUNT VI: RACIAL DISCRIMINATION | 42 USC §1981

154. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

155. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black coworkers. The offensive and derogatory remarks/actions were related to Plaintiff's race; and were so severe and pervasive they created a hostile work environment for Plaintiff.

156. Defendant's resulting decision to terminate Plaintiff was motivated by Plaintiff's race.

COUNT VII: RETALIATION | 42 USC §1981

157. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

158. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black-male coworkers. The offensive and derogatory remarks/actions were related to Plaintiff's race/gender/color; and were so severe and pervasive they created a hostile work environment for Plaintiff.

159. Defendant thereafter retaliated against Plaintiff because he complained [internally] about Defendant's discriminatory practices.
160. Defendant's resulting decision to fire Plaintiff was motivated by Plaintiff's demographics; and in retaliation (Opposition Clause).
161. Defendant also retaliated against Plaintiff because he filed suit against Defendant (under the Participation Clause). It did so by interfering with his efforts to recover damages inflicted upon him by Defendant's discriminatory animus.
 - a. Most directly by instructing its former employee to file unauthorized and unlawful documents to obstruct Plaintiff's pursuit of justice (§73-85).
 - b. Most severely by enlisting a man to follow and strike Plaintiff with his vehicle (§86-95).

The adverse acts that Plaintiff suffered were causally related to his lawsuit because (a) Defendant knew Plaintiff had engaged in a protected activity; (b) the events took place in close temporal proximity to the complaint going public; (c) the attacks came from the same motivating themes; and (d) the attacks were material/severe.

COUNT VIII: INTENTIONAL DISCRIMINATION | 42 USC §1981a

162. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

163. Defendant intended to discriminate against Plaintiff (§93b.i[2]). It fielded unwarranted calls for his termination (§30), it directed former employees to attack him (§132), and it commandeered a state agency to deprive Plaintiff of his constitutional rights (§134).
164. Thus, Plaintiff is entitled to a full recovery of all compensatory and punitive damages allowable (under both state & federal law).

COUNT IX: DEPRIVATION OF RIGHTS | 42 USC §1985

165. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).
166. Defendant has dipped into its reservoir of tactics to deprive Plaintiff of a full & fair opportunity to litigate his case. Conduct which has included – among other things – intimidation (§63), death threats (§87), lethal attacks (§91-95), corruption (§128a), bribery (§128c), and perjury (§94b, §115, §121, §123b).
167. In its unlawful trek, Defendant has enlisted former employees (§73-85), current employees (§86-95), in-house attorneys (§96-99), administrative attorneys (§78-85, §105-112), judicial attorneys (§129), state officers (§94b.iii), and state agencies (§127-128) to do its bidding. Bidding which has (a) obstructed the legal process (§128c.iii[1]); and (b) violated constitutional law (§128).

- a. Defendant – via the State of Florida – violated Plaintiff's 14th Amendment right to due process. Especially regarding Plaintiff's sex discrimination charge (§126-128).
- b. Defendant – via the State of Florida – violated Plaintiff's 14th Amendment right to equal protection.
- c. Defendant – via the State of Florida – violated Plaintiff's 7th Amendment right to a trial-by-jury (please see §760.11(7) FS).

168. This statute (42 USC §1985) was designed to cure these actions. Thus, Plaintiff is entitled to relief & recovery from Defendant's unlawful interference with Plaintiff's civil rights.

COUNT X: RACIAL DISCRIMINATION | 42 USC §2000e, et. seq.

169. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

170. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black coworkers. The offensive and derogatory remarks/actions were related to Plaintiff's race; and were so severe and pervasive they created a hostile work environment for Plaintiff.

171. Defendant's resulting decision to terminate Plaintiff was motivated by Plaintiff's race.

COUNT XI: SEXUAL DISCRIMINATION | 42 USC §2000e, et. seq.

172. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

173. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-male coworkers. Ms. Henry's sexual harassment related to Plaintiff's gender; and was so severe and pervasive it created a hostile work environment for Plaintiff.

174. Defendant's resulting decision to terminate him was motivated by Plaintiff's sex.

COUNT XII: COLOR DISCRIMINATION | 42 USC §2000e, et. seq.

175. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

176. Defendant continuously treated Plaintiff less favorably and unfairly compared to coworkers of a different complexion.

177. Defendant's resulting decision to terminate him was motivated by Plaintiff's skin tone.

COUNT XIII: RETALIATION | 42 USC §2000e, et. seq.

178. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).

179. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black-male coworkers. The offensive and derogatory remarks/actions were related to Plaintiff's race & gender; and were so severe and pervasive they created a hostile work environment for Plaintiff.

180. Defendant thereafter retaliated against Plaintiff because he complained [internally] about Defendant's discriminatory practices.

181. Defendant's resulting decision to fire Plaintiff was motivated by Plaintiff's demographics; and in retaliation (Opposition Clause).
182. Defendant also retaliated against Plaintiff because he filed suit against Defendant (under the Participation Clause). It did so by interfering with his efforts to recover damages inflicted upon him by Defendant's discriminatory animus.
 - a. Most directly by instructing its former employee to file unauthorized and unlawful documents to obstruct Plaintiff's pursuit of justice.
 - b. Most severely by enlisting a man to follow and strike Plaintiff with his vehicle.

The adverse acts that Plaintiff suffered were causally related to his lawsuit, because (a) Defendant knew Plaintiff had engaged in a protected activity; (b) the events took place in close temporal proximity to the complaint going public; (c) the attacks came from the same motivating themes; and (d) the attacks were material/severe.

COUNT XIV: PATTERN & PRACTICE OF RETALIATION | 42 USC

§2000e, et. seq

183. Plaintiff hereby restates and realleges each and every factual allegation contained in Sections VI-VII (Paragraphs 8 through 135).
184. Defendant continuously treated Plaintiff less favorably and unfairly compared to his non-black-male coworkers. Defendant's actions were stereotyped and based on a false premise.

185. In order to propagate its illusion of fairness & legitimacy, Defendant carried out its tried & true methods of subjugation.
186. Tactics which included – but were not limited to – intimidation, coercion, bald-faced lies, falsified employment records, harassment, slander, financial retaliation, and violence.
187. Defendant honed this practice years before Plaintiff's employment. Notably doing so with Mr. David Dickson harassing & discriminating against his female direct reports (Latham, etc.). Ratifying his behavior so that select management could continue with impunity.
188. By the time Plaintiff arrived, Defendant's predatory might was taut and springing into action.
189. Defendant had a predetermined disdain for black people - viewing them as 'less than' - and treated them accordingly.
190. Disdain for which it pridefully defiled itself to normalize. First, Defendant defiled itself with its internal lies & cover-ups (§§29-§36). Then, Defendant defiled the State of Florida with its heightened lies & cover-ups (§§55, §126-128). And, now, Defendant has defiled this federal Court with an even more depraved lie (§129).
191. The bottom line is that Defendant discriminated against Plaintiff, and has infected everyone/everything its touched during its quest to cover up its initial cover-up.

PRETEXT

192. Defendant's initial cover-up was preordained.
193. It claimed that it terminated Plaintiff for a legitimate business reason by asserting that it terminated him "solely" because he failed an actuarial exam (see **Exhibit E**).
194. Yet, when Defendant's non-black-male employees also failed actuarial exams Defendant never fired them.
195. Notably, Defendant replaced Plaintiff with unqualified non-black-male employees. Neither of whom had passed even one actuarial exam.
 - a. The disparity in qualifications (ie, 0 exams vs 8 exams) "*jumps off the page and smacks you in the face*".
196. As such, Defendant's reason for terminating Plaintiff was illegitimate, and merely a pretext for unlawful discrimination.
197. Gripped with this reality – as probably relayed to it by its trial attorneys (circa March 2018) – Defendant went on the attack. Enlisting people to harass Plaintiff, surveil Plaintiff, impair Plaintiff, deprive Plaintiff, and kill/maim Plaintiff.
198. None of the people that Defendant enlisted had any rational reason to engage with Plaintiff. They acted purely to rid Defendant of the towering set of indisputable facts pointing to its guilt.

DAMAGES

199. As a direct and proximate result of said acts, Plaintiff has suffered – and continues to suffer – loss of employment, loss of income, loss of other employment benefits, loss of earning capacity and has suffered and continues to suffer mental anguish, distress, pain, great expense, inconvenience, professional damage and other pecuniary and nonpecuniary losses.
200. As a further result of Defendant's discrimination, Plaintiff has incurred legal fees and will continue to incur legal fees.

RESERVATION OF RIGHTS

201. Defendant's acts, discriminatory patterns, and unlawful practices demonstrate a callous disregard and reckless indifference to Plaintiff that justifies an award of punitive damages at trial. Upon an evidentiary showing and hearing, Plaintiff reserves the right to amend his pleadings to assert a claim for punitive damages against Defendant.
202. Plaintiff may retain an attorney to represent him in prosecuting this action and if so will be obligated to pay him/her a reasonable fee for his/her services.
- a. Pursuant to 42 USC §1988, Plaintiff is entitled to request that the Court allow him to recover his reasonable attorney's fees incurred in successfully prosecuting this cause, should he retain an attorney.

REQUEST FOR JURY TRIAL

203. Pursuant to the 7th Amendment of the United States Constitution (and Art. I §22 FL Constitution, Rule 38(b) Fed. R. Civ. P., Rule 81(e) Fed. R. Civ. P.), Plaintiff respectfully requests that this Honorable Court grant him a trial by jury on all issues so triable.

REQUEST FOR RELIEF

204. WHEREFORE Plaintiff respectfully requests that this Honorable Court enter judgment in favor of Plaintiff and against Defendant on all claims herein, and enter an Order providing the following relief:

- a. Declaring that Defendant violated the FCRA;
- b. Declaring that Defendant violated the EPA;
- c. Declaring that Defendant violated Title VII;
- d. Declaring that Defendant violated §1981;
- e. Declaring that Defendant violated §1985;
- f. Enjoining Defendant from committing further civil rights violations (FCRA, EPA, Title VII, §1981, §1985);
- g. Awarding Plaintiff back pay and front pay, including interest, in the form of lost wages, including lost fringe benefits, which resulted from the illegal discrimination, harassment, wrongful termination, and retaliation;
- h. Awarding Plaintiff medical compensation for the vehicular assault Defendant carried out on Plaintiff;

- i. Awarding Plaintiff the cost of this action, together with reasonable attorney's fees (if any);
- j. Awarding Plaintiff pre-judgment interest;
- k. Awarding Plaintiff punitive damages; and
- l. Awarding such other & further relief as is just, equitable, and proper.



Dated this 4th day of November 2021.

Respectfully submitted,

/s/ Elias Makere

ELIAS MAKERE, FSA, MAAA,
Plaintiff

3709 San Pablo Rd. S # 701

Jacksonville, FL 32224

P: (904) 294-0026

E: justice.actuarial@gmail.com

W: TextBookDiscrimination.com

Get ***Booked Up*** on Justice!

Endnotes:

^{1/} please see “*Plaintiff’s Memorandum of Law on Equitable Tolling*” (filed on-or-around 11/8/21)

^{2/} evidenced by electronic badge records.

^{3/} “only form of transportation” excludes the occasional flight/rental car (\approx 2-3 times/year)

^{4/} “minor” exams in the sense that they were not one of the 10 “actuarial” exams mentioned earlier. Specifically, these “minor” exams were the VEEs – necessary for obtaining actuarial credentials with the Society of Actuaries.

^{5/} in-or-around 2011, a former employee named Clare Latham charged Mr. Dickson with sexual discrimination.

^{11/} fully amended with respects to Magistrate Klindt’s order (Doc No 70, 10/13/21). These changes were made to Plaintiff’s 3/9/21 Complaint. The primary differences were (a) joining state & federal charges; and (b) adding §1981a + §1985 (due to Defendant’s post-complaint actions (on 5/21/21)).

^{6/} the DMAC is a course on decision-making and professionalism.

^{7/} see Spirides v Reinhardt, 613 F. 2d 826 (D.C. Cir. 1979).

see *Barron’s Dictionary of Legal Terms*, 5th Edition, Page 348

^{8/} $10\% \text{ Capacity} = 0.0588 / 0.5820$

Where:

$0.0588 = \text{documents per day (before)}$
 $= 3 \text{ documents} \div 51 \text{ days}$

$0.5820 = \text{documents per day (after)}$
 $= 170 \text{ documents} \div 292 \text{ days}$

^{9/} Notably, the “first 5” are graded by computer. Leaving no room for interpretation. The last 5 are graded by human. And as this Complaint details, they are open to surreptitious conduct.

Additional note: the exams don’t have an actual order; just a logical order that candidates typically follow.

^{10/} the “last course” is a presentation. Those who fail have to try again (\approx \$2,600, 3-6 months later)

Verification Under Oath Pursuant to 28 USC §1746

I declare under penalty of perjury that the foregoing is true and correct. Moreover, the ultimate, material facts laid out above come from publicly available sources. Thus, they are not subject to dispute because *"they are capable of accurate and ready determination by resort to sources whose accuracy cannot be questioned"*. Some of the other facts are based on information & belief. These two elements come from my own personal observation, knowledge, and experience – coupled with circumstantial evidence of the matter.

Executed on this 4th day of November 2021.

UNITED STATES OF AMERICA



11/4/2021

Elias Makere, Plaintiff/Affiant

EXHIBIT A

EEOC Form 161
Right-to-Sue Letter

Date Sent: Tuesday, March 9, 2021

[transmission email included]

***please see "*Plaintiff's Memorandum of Law Regarding Equitable Tolling*" (≈ 11/8/21)**

From: Ina Depaz <INA.DEPAZ@EEOC.GOV>
Sent: Tuesday, March 9, 2021 2:05 PM
To: justice.actuarial@gmail.com;
Subject: RTS

Good afternoon,

Per your request, enclosed please find RTS.

Thank you,

Ina

DISMISSAL AND NOTICE OF RIGHTS

To: **Mr. Elias Makere**
c/o Jerry Girley, Esquire
The Girley Law Firm
125 E Marks Street
Orlando, FL 32803

From: **Miami District Office**
Miami Tower, 100 S E 2nd Street
Suite 1500
Miami, FL 33131

*On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))*

EEOC Charge No.

EEOC Representative

Telephone No.

15D-2019-00685

Ina Depaz,
State & Local Coordinator

(786) 648-5826**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Nina Santo Wright

JAN 23 2020

Enclosures(s)

[Signature]
Michael J. Farrell,
District Director

(Date Mailed)

cc:

Allstate Benefits
c/o Heather A. Johnson, Esquire
Littler Mendelson, P.C.
2301 McGee Street, 8th Floor
Kansas City, MO 64108

EXHIBIT B

Plaintiff's Submission of Administrative Complaint
(pursuant to 60Y-5.001 FAC)

Certified/Stamped by State Agency (the FCHR)

4/10/2019

[first and last pages only]

[first page = officially stamped page]

[last page = acknowledgement of receipt]

Elias Makere, Complainant
3709 San Pablo Rd. S #701
Jacksonville, FL 32224

Phone: 904.294.0026
Fax:
Email: justice.actuarial@gmail.com

MAKERE
V
ALLSTATE

COMPLAINT ATTACHMENT

Employment Discrimination (Race, Sex, Retaliation)

Here is the attachment to the employment discrimination complaint.

Petitioner: Elias Makere
Dates: November 2013 – July 2018
Race: Black
Sex: Male
Retaliation: Yes

RECEIVED
FLORIDA COMMISSION ON
HUMAN RELATIONS
2019 APR 10 PM 2:35

Williams, DarLinda

From: justice.actuarial@gmail.com
Sent: Wednesday, April 10, 2019 8:00 AM
To: FCHR Website Email
Subject: Complaint | Employment Discrimination | Makere v Allstate
Attachments: EEOC-Form-5.pdf; 0a_Complaint_001_Employment.pdf

Good Morning FCHR,

May you please investigate my employment discrimination complaint against Allstate Insurance Company?

Thank you,

Elias Makere, Complainant
904.294.0026 | justice.actuarial@gmail.com
3709 San Pablo Rd. S. #701
Jacksonville, FL 32224

EXHIBIT C

Charge of Discrimination

From: Plaintiff
To: State Agency (FCHR)
6/30/2017

[marked]

(first page only)

201701432

RACIAL DISCRIMINATION | ALLSTATE CORPORATION | FLORIDA | 6/30/2017

Elias Makere, ASA

Phone

Fax

Email inquiry.allstate@gmail.com

Allstate

EMPLOYMENT DISCRIMINATION

Racial Discrimination, Sex Discrimination

This document introduces the racial discrimination of a former Allstate employee. The discrimination involved racist dolls, epithets, hostility, ostracism, discrimination of terms/conditions/compensation, and termination. I am looking for justice, an examination of the facts, and an eradication of Allstate's racial discrimination.

RECEIVED
U.S. DISTRICT COURT
MIDDLE DISTRICT
FLORIDA
2017 JUN 30 PM 12:32

EXHIBIT D

Position Statement
Acknowledging Race & Sex Formed the Basis of Plaintiff's Initial
Charge

From: Defendant
To: State Agency (FCHR)
9/8/2017

[marked]

(first & last page only)



Charmaine Neal
Lead Consultant
Workforce Relations Team
Human Resources

September 8, 2017

Alicia Maxwell
Employment Investigator
Florida Commission on Human Relations
4075 Esplanade Way, Room 110
Tallahassee, FL 32399

Re: Charge No.: FCHR 201701432
Complainant: Elias Makere
Respondent: Allstate Insurance Company

Investigator Maxwell,

This letter sets forth the position of Respondent, Allstate Insurance Company ("Allstate"), regarding the above-referenced charge of discrimination. I am serving as the contact person; therefore, please address all communications to my attention.

The facts set forth in this letter are based upon a preliminary investigation of the circumstances of the allegations against Allstate.¹ It is Allstate's policy not to discriminate with regard to race, sex, age, national origin, sexual orientation, gender identity/gender expression, citizenship, disability, and status as a veteran with a disability or veteran of the Vietnam Era (Exhibit 1-Policy Guide). As outlined below, the allegations of discrimination based upon race and sex discrimination from Elias Makere (hereinafter "Ms. Makere" or "Complainant") are without merit.

FACTS

State of Illinois
County of Cook

AFFIDAVIT TO AUTHENTICATE DOCUMENTS

1. TRUE AND CORRECT COPIES

I (We) Charmaine NEAL

(Name(s) of custodian(s) of record(s))

HR LEAD CONSULTANT

(Title(s) of such person(s))

after being duly sworn hereby attest that the attached documents are true and correct copies of the originals maintained by Allstate Insurance Company

(Name of Respondent or Entity Keeping Documents)

HUMAN RESOURCES

(Name of Sections(s) or Division(s) Maintaining Records(s))

Charmaine Neal

(Signature of Custodian(s))

Sworn to and subscribed before me this

8th day of August, 2017

Jennifer M. Duchon
(Notary Public)



My Commission Expires: December 17, 2017

2. ACCURACY OF ORIGINAL DOCUMENTS

I (We) Charmaine NEAL

(Name(s) of persons generating documents or person(s) familiar with events reflected in documents)

HR LEAD CONSULTANT

(Title(s) of such person(s))

after being duly sworn hereby attests that the originals of the attached documents accurately reflect the events recorded on them.

Charmaine Neal

(Signature of Originator(s))

Sworn to and subscribed before me this

8th day of August, 2017

Jennifer M. Duchon
(Notary Public)



My Commission Expires: December 17, 2017

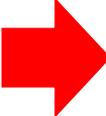
EXHIBIT E

Position Statement
Defendant's Termination Reason

From: Defendant
To: State Agency (FCHR)
9/8/2017

[marked]

(fourth page only)



Complainant was terminated solely because he failed to pass his ASA exam and as a result, he became ineligible to maintain his status in the Allstate Financial Actuarial Career Program (ACP).

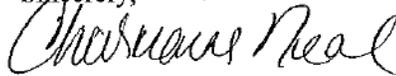


Lastly, Complainant's allegation that more African-American actuarial employees were involuntarily terminated is without merit. Complainant was the only employee that Respondent terminated in his department between 2014 and 2016.

CONCLUSION

Complainant's charge of discrimination based upon race without merit. Accordingly, Respondent requests that this Charge be dismissed in its entirety. Should you have any additional questions, please do not hesitate to contact me at (847) 402-7367.

Sincerely,



Charmaine Neal
Human Resources Lead Consultant

Attachments

Page 4 of 4

EXHIBIT F

Email

From: Defendant
To: Malevolent Retaliator

6/21/18

From: Christine M. Manzo <CMM@lgplaw.com>
Sent: Thursday, June 21, 2018 6:14 PM
To: Kirk H. <kirkhiggins@gmail.com>
Cc: justice.actuarial@gmail.com; crpa@crlaborlawfirm.com; Zascha Blanco Abbott <zba@lgplaw.com>
Subject: RE: 18-0373 : Notice of Motion to Strike Subpoenas to Non-Parties and Strike Motion to Compel First, Second, and Fifth Production

Mr. Higgins,

Respondent Allstate does not oppose the motions to strike Petitioner's motions to compel or the subpoena to ACE Manuals.

As to the subpoena to SOA, Respondent has not objected to that subpoena of Petitioner, and has served its own subpoena on SOA. Thus, Respondent will not object so long as it does not interfere with the subpoena Respondent has served and the information Respondent has requested from SOA.

Thank you,

EXHIBIT G

Photo

Plaintiff Receiving his FSA (final actuarial credential)



'A Picture Says a Thousand Words'. This one says the following:

Allstate fired the black guy for slipping in front of his destination - which he later got to - but rewarded his non-black peers for not even coming close.

EXHIBIT H

Notice of Determination

From: State Agency (FCHR)

To: Plaintiff/Defendant

12/15/2017

[marked]



Rick Scott
Governor

State of Florida

Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

4075 Esplanade Way • Room 110 • Tallahassee, Florida 32399-7020
(850) 488-7082 / FAX: (850) 487-1007
<http://fchr.state.fl.us>

United in One Goal: Equal Opportunity and Mutual Respect



Rebecca Steele
Chair
Michelle Wilson
Executive Director

FCHR No. 201701432

Mr. Elias Makere
3709 San Pable Road S., #701
Jacksonville, FL 32224

COMPLAINANT

Allstate Corporation
c/o Ms. Charmaine Neal, HR-Workforce Relations Lead Consultant
2775 Sanders Rd. F5
Northbrook, IL 60062

RESPONDENT

DETERMINATION: NO REASONABLE CAUSE

Complainant filed a complaint of discrimination alleging that Respondent violated the Florida Civil Rights Act of 1992. The Florida Commission on Human Relations has completed its investigation of this matter.

Complainant worked for Respondent as an Actuary. Complainant alleged that Respondent discriminated against him based on his race and sex. However, the investigation did not support Complainant's allegations. The investigation did not reveal enough evidence to establish that Complainant reported discriminatory harassment to Respondent. ~~Complainant alleged that Respondent graded his required exams so that he would fail as an excuse to terminate him based on his race. However, the investigation revealed that the required exams were administered and graded anonymously by "The Society of Actuaries" and not Respondent. Therefore, the Respondent could not have been responsible for Complainant failing his exams. Complainant was terminated for failing his exam and not securing a non-actuarial position. The investigation did not reveal evidence of discrimination.~~

On the basis of the report from the Commission's Office of Employment Investigations and recommendation from the Commission's Office of General Counsel, pursuant to the authority delegated to me as Executive Director of the Florida Commission on Human Relations, I have determined that no reasonable cause exists to believe that an unlawful practice occurred.

Michelle Wilson

Dated: Dec. 15, 2017

EXHIBIT I

FCHR Final Order
19-044
Makere v Allstate
6/27/2019
Florida

State Agency's Unconstitutional Exclusion of Sex Discrimination
Charge

[marked]

(first page only)

STATE OF FLORIDA
COMMISSION ON HUMAN RELATIONS

ELIAS MAKERE,

Petitioner,

v.

ALLSTATE INSURANCE COMPANY

Respondent.

EEOC Case No. None

FCHR Case No. 2017-01432

DOAH Case No. 18-0373

FCHR Order No. 19-044

**FINAL ORDER DISMISSING PETITION FOR
RELIEF FROM AN UNLAWFUL EMPLOYMENT PRACTICE**

Preliminary Matters

Petitioner Elias Makere filed a complaint of discrimination pursuant to the Florida Civil Rights Act of 1992, Sections 760.01 - 760.11, Florida Statutes (2016), alleging that Respondent, Allstate Insurance Company, committed unlawful employment practices by harassing and terminating Petitioner on the basis of Petitioner's race (Black). Petitioner also alleged that Respondent unlawfully retaliated against Petitioner.

EXHIBIT J

FCHR Final Order

19-065

In Re: Makere

12/10/2019

Florida

Corrupt Allowance of Bequests During Active Investigations

[marked]

(pages 1 through 3 only)

Electronic Copies:

HTML: TextBookDiscrimination.com/Info/Misc/FCHRbribery/FirstDecision

PDF: TextBookDiscrimination.com/Files/FCHR/FO_19065.pdf

STATE OF FLORIDA
COMMISSION ON HUMAN RELATIONS

IN RE:

SEPTEMBER 11, 2019 PETITION FOR
DECLARATORY STATEMENT

ELIAS MAKERE,

FCHR Order No. 19-065

Petitioner

FINAL ORDER DENYING PETITION FOR DECLARATORY STATEMENT

Preliminary Matters

On September 11, 2019, Petitioner Elias Makere filed a Petition for Declaratory Statement with the Florida Commission on Human Relations ("Commission"). Notice of the Petition was published in the *Florida Administrative Register*, Volume 45, Number 179, September 13, 2019. The Commission has not received a petition to intervene in this action from any other person. The Commission did not receive any comments on the matter. No hearing on the Petition was requested and none was held.

The Commission undertook action to resolve the Petition for Declaratory Statement at a duly noticed public hearing on December 10, 2019.

Petitioner states that he has "well-founded uncertainty" as to whether the Florida Commission on Human Relations can accept gifts/bequests during the investigative phase of his case under Florida Statutes 760.06(4). This scenario – where someone questions a statutory right – is precisely the scenario that the declaratory statement process is designed to cure. See Rosekrantz v. Feit, 81 So. 3d 526 (Fla. 3rd DCA 2012). "*The purpose of a declaratory statement is to resolve a controversy or answer questions concerning the applicability of statutes which an administrative agency enforces, adopts, or enters*". Citizens of the State ex rel. Office of Public Counsel v. Florida Public Service Commission, 164 So.3d 58, 59 (Fla. 1st DCA 2015).

Petitioner concludes his September 11, 2019 petition, stating,
"Petitioner respectfully requests a declaration on whether the applicable section of Florida Statutes – 760.06(4) – allows Respondent in his case to give the Agency (FCHR) gifts/bequests/etc. during the investigative phase of Petitioner's (his) complaint."

Comments

The Commission has not received any comments subsequent to the filing of the Notice of Petition in the Florida Administrative Register.

FCHR Order No. 19-065

Page 2

Conclusions of Law

The Florida Administrative Procedure Act states, “any substantially affected person may seek a declaratory statement regarding an agency’s opinion as to the applicability of a statutory provision, or of any rule or order of the agency, as it applies to the petitioner’s particular set of circumstances.” Section 120.565(1), Florida Statutes (2019). It also states, “the petition seeking a declaratory statement shall state with particularity the petitioner’s set of circumstances and shall specify the statutory provision, rule, or order that the petitioner believes may apply to the set of circumstances.” Section 120.565(2), Florida Statutes (2019). When acting on the petition, the agency may rely on the statements of fact set out in the petition without taking any position with regard to the validity of the facts. See Florida Administrative Code, R. 28-105.003.

A declaratory statement is a device for resolving controversies, questions, or doubts regarding the applicability of statutes, rules, and orders within the agency’s authority to a petitioner’s circumstances. See Florida Administrative Code, R. 28-105.001. Use of this device, however, is for a particular purpose and is to be used for that limited purpose.

To grant a declaratory statement petition, there need be a live case or controversy on the interpretation of a statute to meet the requirements for standing. There must be applicable law in doubt – doubt which is not present in this petition. Under the Florida Civil Rights Act of 1992, the Commission has the power to accept gifts, bequests, grants, or other payments, public or private, to help finance its activities. Section 760.06(4), Florida Statutes (2019). There are no limitations in the text of the statute, nor is there cabining language in other applicable areas of law suggesting alternative interpretations aside from the plain text. Acceptance of funding for the agency from public and private sources was not a driving force for the Florida legislature crafting this statute; therefore, there was not robust debate within the legislative history on the Commission’s powers suggesting possible limitations on receiving gifts. Under standard theories of statutory interpretation, the Commission is to assume that the legislature intended to exclude language creating time-based exceptions.

Additionally, Petitioner claims uncertainty as to the motivations of the investigative branch of this agency. Petitioner questions the permissibility of bequest submissions, which could create the appearance of impropriety for receiving financial support from Petitioner or Respondent in his case. Assuming that such bequests were received at any point – although the Commission has no knowledge that any bequests were received during the investigation of this case – Petitioner would still lack the statutory support suggesting doubt over when the Commission can accept gifts. There is no applicable case law suggesting that the Commission cannot accept bequests during the investigation of a claim, nor is there any textual support that such a hypothetical scenario would be barred by the governing statute.

FCHR Order No. 19-065

Page 3

Declaratory statements are not to be issued addressing hypothetical questions lacking a fact-specific case or controversy. Federation of Mobile Home Owners v. Dep't of Business Regulation, et. al., 479 So. 2d 252, 253 (Fla. 2nd DCA 1985). There need be a showing beyond that of curiosity to suggest there be an actual present practical need for a declaratory statement. Id. at 254. Although the Administrative Procedure Act broadens public access to agency activities, there still need be a fact-specific inquiry addressing ambiguity over interpretation of an existing statute for Petitioner to meet the standing requirements to grant a declaratory statement petition. Fla. Home Builders Assoc. v. Dep't of Labor & Employment Sec., 412 So. 2d 351, 352 (1982). Given that the answer to Petitioner's question of law on whether the Commission can accept gifts during the investigation phase of a claim is such an emphatic yes, there is no doubt to resolve, no controversy to address. Absent such ambiguity, accordingly, the Commission must deny the petition for declaratory statement.

Denial of Petition

The Petition for Declaratory Statement is DENIED, because Petitioner does not meet the prerequisite requirements of standing. For the Commission to rule on a petition for declaratory statement, there must be a 'live case or controversy' in the specific question of law seeking relief. The statute in question and its accompanying relevant case law do not indicate more than one interpretation of the provision in question; therefore, Petitioner lacks standing to bring such declaratory statement given this lack of legal ambiguity to be resolved. Accordingly, the Petition for Declaratory Statement on the question of the Commission accepting gifts/bequests during an investigation is DENIED.

Petitioner has the right to seek judicial review of this Order. The Commission and the appropriate District Court of Appeal must receive notice of appeal within 30 days of the date this Order is filed with the Clerk of the Commission. Explanation of the right to appeal is found in Section 120.68, Florida Statutes, and in the Florida Rules of Appellate Procedure 9.110.

DONE AND ORDERED this 10, day of December,
2019 FOR THE FLORIDA COMMISSION ON HUMAN
RELATIONS

Commissioner Tony Jenkins, Panel Chairperson;
Commissioner Mario Garza; and
Commissioner Rebecca Steele

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