

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION**

REGIE'ONA MOODY,

Plaintiff,

CASE NO.

vs.

**ST. CLAIR RESTAURANT
MANAGEMENT, d/b/a ZAXBY'S,**

Defendant.

_____ /

COMPLAINT

Plaintiff, REGIS'ONA MOODY, hereby sues Defendant, ST. CLAIR RESTAURANT MANAGEMENT, d/b/a ZAXBY'S, and alleges:

NATURE OF THE ACTION

1. This is an action brought under 42 U.S.C. §2000e et seq. and as amended, including but not limited to 42 US Code Chapter 21 Sec. 701 (k) of Civil Rights Act of 1964 Title VII (the Pregnancy Discrimination Act), and the Pregnant Workers Fairness Act, 42 U.S.C. §2000gg, et seq., as well as the Florida Civil Rights Act, Chapter 760, Florida Statutes.

2. Jurisdiction of this Court is invoked pursuant 28 U.S.C. §1331 (federal question jurisdiction) and 28 U.S.C. §1343 (civil rights claim jurisdiction). Demand is made herein for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00). Declaratory, injunctive, legal, and equitable relief are sought pursuant to the laws set forth above, together with attorney fees, costs, and damages.

THE PARTIES

3. At all times pertinent hereto, Plaintiff has been a resident of the State of Florida and was employed by Defendant. Plaintiff is a member of a protected class due to her gender, female, her pregnant status, and the fact that she reported or opposed discrimination adversely affecting her and she was the victim of retaliation thereafter.

4. At all times pertinent hereto, Defendant, has been conducting business in the State of Florida and more particularly, in Lynn Haven, Bay County, Florida. At all times pertinent to this action, Defendant has been an "employer" as that term is used under the applicable laws identified above.

5. Plaintiff has satisfied all conditions precedent to bringing this action, if any. More particularly, Plaintiff was fired on or about August 30, 2023. She filed her Charge of Discrimination with the Equal Employment Opportunity Commission (EEOC) on November 21, 2023, Case Number 425–2024–00234. The EEOC issued its right-to-sue letter on June 20, 2024. This action is timely brought thereafter.

OVERVIEW

6. Ms. Moody, a then-pregnant 17-year-old American-born Black female, was fired after requesting pregnancy-related accommodations, which included her request that she be allowed to work in a cashier position, for which she was hired, rather than in a cook position, which exposed her to a hotter and more dangerous working environment. Zaxby's (a) created a hostile work environment based on her gender and pregnancy, (b) fired her at least in part because of her gender, (c) fired her at least in part because she was pregnant, (d) fired her at least in part because she requested pregnancy-related accommodation, (e) failed to accommodate her due to her pregnancy, (f) failed to engage in a good-faith discussion about her need for accommodation, (g) denied her a job or other opportunities because of her need for pregnancy-related accommodation, (h) interfered with her rights under the Florida Civil

Rights Act, the Civil Rights Act of 1964, the Pregnant Workers Fairness Act, and the anti-retaliation provisions of all such laws. Additional adverse actions against Plaintiff include terms and conditions, specifically the assignment of work out of her position or title, or additional work given to her beyond the scope of her duties or requested accommodations; the failure to properly train Plaintiff in her position (apprenticeship), and the assignment of additional, burdensome duties.

STATEMENT OF THE ULTIMATE FACTS

7. Plaintiff was 17 years old at the time she began working for Zaxby's. She had worked at the same location in the past – she recalls it being for a few months in the summer of 2022 - and so decided to apply when she understood them to be hiring. She applied through the job website Indeed.com, but only after she asked a manager named Kevin if she was eligible for reemployment. Kevin told her to ask the store manager, Perry Johnson, and she did. Mr. Johnson told her that she could apply and recommended that she do so through Indeed.com. After she did, Mr. Johnson called her the next day, and told her to come in for orientation/interview. Mr. Johnson did not know at this time that Ms. Moody was pregnant.

8. And she went in. She went to the store, met with Mr. Johnson,

filled out papers, got her name tag, was given two shirts and a hat, and was told what date to come back and start working. During the interview, to the extent Mr. Johnson could not obviously see Ms. Moody was pregnant, she told him that she was. After that, they continued discussions about her starting position and agreed upon the position of counter register employee, for the shift beginning at 10:00 AM and continuing to 5:00 PM, 40 hours a week. She was promised \$14 an hour.

9. As part of the hiring process, she also completed some computer-based training on a laptop while sitting in the lobby. As an aside, the laptop lost power or otherwise malfunctioned while she was completing her training, and she was sent home to complete it, which she did.

10. Not long after she began her employment, Perry Johnson abruptly sent her home, firing her by demanding she leave the workplace and removing her from the schedule.

11. On the day in question, when Ms. Moody got to work, Mr. Johnson falsely claimed he had too few kitchen employees and too many front counter workers - which is where Ms. Moody was promised she would be placed, away from the hot and dangerous kitchen. Ms. Moody was the only pregnant employee on shift, and was singled out by Perry Johnson to be the

one to go back and work in the hot and dangerous kitchen.

12. Moody reminded him that she was pregnant and did not feel comfortable working in the kitchen area, but she still obeyed his shocking demand. However, as her shift went by, it was getting very hot in the kitchen, and she felt faint. So, while she was on break, she spoke to Mr. Johnson and requested pregnancy-related accommodation in the form of a reassignment back to the front counter cashier. Not only was this the position she had been promised, but there were one or more employees upfront who could and wanted to work in the kitchen and would have gladly switched with Ms. Moody. Indeed, at least one female employee - an older Black female - offered to trade places with Ms. Moody on this occasion, and Mr. Johnson responded by saying, "No, you're going to stay in the back, and she's going to stay in the front." Ms. Moody responded by asking him, well what if she "fell out" (passed out) from the heat? His response was, well then, you just pass out. Ms. Moody, on this occasion, was wearing a long-sleeved shirt because she understood that she would be working in the chillier front customer area. She even asked Mr. Johnson, before she went on break, if she would be allowed to change her shirt out because it was too hot, and his response was, "Oh, you need the job, don't you? Well, suck it up."

13. He did then allow her to change her shirt, but only after harassing her about it. Even so, Johnson refused to let Ms. Moody switch positions with anyone so that she could avoid the hot and dangerous kitchen.

14. Ms. Moody then ended the conversation and went back to her lunch. While she was talking to another employee about the situation, the employee told her that it was terribly wrong for Mr. Johnson to refuse this accommodation and said to Ms. Moody that if the employee had been subjected to the same treatment, the employee would have walked out.

15. After Ms. Moody ended her break, she returned to her station in the kitchen. At that time, Mr. Johnson could be heard telling one of the male employees doing food prep, “Hey, get that girl [meaning Ms. Moody], whatever her name is, and tell her to come up here.” Mr. Johnson knew her name. This was another way of inflicting distress on Ms. Moody, who was in the late stages of her pregnancy. It was also a way of isolating her from her coworkers, who could clearly see that Mr. Johnson was manipulating and harassing Ms. Moody, and doing so openly.

16. When she did, Johnson told her to grab a headset, to hurry up and learn it, because she would be assigned to the drive-through sometime in the next few minutes. Ms. Moody objected to the discriminatory treatment, and

explained that she already knew how to work the drive-through position because she previously worked there. In response, Mr. Johnson snatched the headset out of her hands, threw it onto a counter where the rest of the headsets were, and told her to get out, to go home, saying “You can go home. Clock out. This is not going to work.” Mr. Johnson’s tone was disrespectful and grading. It was clear that he was abusing her in an effort to get her to quit, by moving her swiftly from one position to another, but not to the position she was hired to perform.

17. Ms. Moody left as she was ordered to by the abusive Johnson.

18. The next day, Ms. Moody called the store to ask if she was still on the schedule. She spoke with another manager, a female. This person said that Ms. Moody was not on the schedule, and when Ms. Moody asked if she still had a job, the female said, “Let me see.” Then the female manager spoke up and said, “Oh, it’s saying here that you were terminated.” Ms. Moody asked if there was a reason for her termination. The female manager responded, “There is no reason.”

19. Ms. Moody had not violated any policies or procedures at Zaxby’s, was not insubordinate, and did not quit. She was fired because she was pregnant and needed modest accommodation and because she voiced

opposition to unlawful employment practices.

20. Plaintiff has retained the undersigned to represent her interests in this cause and is obligated to pay her a fee for her services. Defendant should be made to pay said fee under the laws sued hereunder.

COUNT I

GENDER & PREGNANCY DISCRIMINATION

6. Paragraphs 1-20 are incorporated herein.

7. This is an action against Defendant for gender and pregnancy discrimination.

8. Defendant has taken action and allowed action to be taken against Plaintiff because she is female and was pregnant, which includes both a failure to accommodate and termination. During Plaintiff's employment with Defendant, she reported being pregnant and requested modest accommodation, to which she was legally entitled. But Defendant failed to do so, and Plaintiff was the victim of harassment and disparate treatment based on gender/pregnancy with no action taken by Defendant to prevent or otherwise correct a known problem. Then, after notice of gender/pregnancy harassment, Defendant caused additional harassment and harm to Plaintiff, including without limitation her termination.

9. Defendant knew or should have known of the gender/pregnancy-based discrimination perpetuated against Plaintiff and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff. The events set forth herein lead, at least in part, to Plaintiff's termination.

10. Defendant knowingly condoned and ratified the discrimination set forth above.

11. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant.

12. Defendant's conduct and omissions constitute intentional discrimination and unlawful employment practices based upon gender/pregnancy in violation of the state and federal laws applicable to this action.

13. As a direct and proximate result of Defendant's conduct described above, Plaintiff has suffered emotional distress, mental pain and suffering, past and future pecuniary losses, inconvenience, mental anguish, loss of enjoyment of life and other non-pecuniary losses, along with lost back

and front pay, interest on pay, bonuses, and other tangible and intangible damages.

14. Plaintiff is entitled to punitive damages.

COUNT II

RETALIATION

15. Paragraphs 1-5 and 11-20 are hereby realleged and reincorporated as if set forth in full herein.

16. Defendant is an employer as that term is used under the applicable statutes referenced above.

17. The foregoing allegations establish a cause of action for unlawful retaliation after Plaintiff reported unlawful employment practices adversely affecting her under 42 U.S.C §2000e *et seq.*

18. The foregoing unlawful actions by Defendant were purposeful.

19. Plaintiff voiced opposition to unlawful employment practices during her employment with Defendant, and she was the victim of retaliation thereafter, as related in part above. The events set forth herein lead, at least in part, to Plaintiff's termination.

20. Plaintiff is a member of a protected class because she reported unlawful employment practices and a failure to accommodate and was the

victim of retaliation thereafter. There is thus a causal connection between the reporting of the unlawful employment practices and the adverse employment action taken thereafter.

21. As a direct and proximate result of the foregoing unlawful acts and omissions, Plaintiff has suffered mental anguish, emotional distress, expense, loss of benefits, embarrassment, humiliation, damage to reputation, illness, lost wages, loss of capacity for the enjoyment of life, and other tangible and intangible damages. These damages are continuing and are permanent. Plaintiff is entitled to punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- (a) that process issue and this Court take jurisdiction over this case;
- (b) that this Court grant equitable relief against Defendant under the applicable counts set forth above, mandating Defendant's obedience to the laws enumerated herein and providing other equitable relief to Plaintiff;
- (c) enter judgment against Defendant and for Plaintiff awarding damages to Plaintiff from Defendant for Defendant's violations of law enumerated herein, including punitive damages;

(d) enter judgment against Defendant and for Plaintiff permanently enjoining Defendant from future violations of federal law enumerated herein;

(e) enter judgment against Defendant and for Plaintiff awarding Plaintiff attorney's fees and costs; and

(f) grant such other further relief as being just and proper under the circumstances

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all issues set forth herein which are so triable.

DATED this 7th day of July 2024.

Respectfully submitted,

/s/ Marie A. Mattox
Marie A. Mattox [FBN 0739685]
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ATTORNEYS FOR PLAINTIFF

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Defendant(s)

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: