

**IN THE CIRCUIT COURT OF THE
TWELFTH JUDICIAL CIRCUIT, IN
AND FOR MANATEE COUNTY,
FLORIDA**

LEANNE ENDRES,

Plaintiff,

v.

CITY OF ANNA MARIA, FLORIDA,

Defendant.

**CASE NO.: 26-CA-
FLA BAR NO.: 0739685**

COMPLAINT

Plaintiff, LEANNE ENDRES, hereby sues Defendant, CITY OF ANNA MARIA, FLORIDA, and alleges:

NATURE OF THE ACTION

1. This is an action brought under the Florida Civil Rights Act, codified at Chapter 760, Florida Statutes, 42 U.S.C. §12101 et seq, 29 U.S.C. §621 et seq and §112.3187, Florida Statutes.

2. This action involves claims which are, individually, in excess of Fifty Thousand Dollars (\$50,000.00), exclusive of costs and interest.

THE PARTIES

3. At all times pertinent hereto, Plaintiff, LEANNE ENDRES, 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 age and actual and/or perceived disability, and she was retaliated against after reporting Defendant's unlawful employment practices.

4. At all times pertinent hereto, Defendant, CITY OF ANNA MARIA, FLORIDA, has been organized and existing under the laws of the State of Florida. At all times pertinent to this action, Defendant has been an “employer” as that term is used under the applicable laws identified above. Defendant was Plaintiff’s employer as it relates to these claims.

CONDITIONS PRECEDENT

5. Plaintiff has satisfied all conditions precedent to bringing this action, if any.

STATEMENT OF THE ULTIMATE FACTS

6. Plaintiff, fifty-seven years of age, began her employment with Defendant on or about September 4, 2016, and held the position of City Treasurer at the time of her wrongful termination on November 17, 2025. Plaintiff was formerly Leanne Addy.

7. Despite her stellar work performance during her employment with Defendant, Plaintiff was subjected to disparate treatment, different terms and conditions of employment, and held to a different standard because of her age, actual and/or perceived disability, and because she reported Defendant’s unlawful employment activities and was subject to retaliation thereafter.

8. Plaintiff suffers from a chronic autoimmune disorder, a serious and disabling medical condition, of which Defendant was aware during Plaintiff’s employment with Defendant. Plaintiff’s symptoms, which affected her daily and work life, included headaches, fatigue, brain fog, and physical pain. At all times pertinent hereto, Plaintiff was able to perform the essential functions of her position with Defendant with or without accommodations.

9. The disparate treatment and retaliation came at the hands of, specifically but not limited to, Plaintiff’s direct supervisor, Mayor Mark Short, and City Clerk Amber LaRowe.

10. Plaintiff was originally hired by Defendant as a City Clerk and was soon thereafter promoted to the position of City Clerk/Treasurer.

11. Notably, Plaintiff withdrew acceptance of a job offer with another city in January 2025, in reliance on a promised pay increase from Short set for October 2025. However, Plaintiff never received the promised compensation.

12. On or around March 25, 2025, Defendant hired LaRowe (in her 40s) as the new City Clerk, making Plaintiff solely the City Treasurer. Additionally, LaRowe's position included Plaintiff's previous role in overseeing Defendant's Human Resources (HR) Department.

13. Plaintiff's position with Defendant was protected by the City Charter, specifically in sections 1.03 and 5.04. These protections include that city treasurers appointed by the mayor and city commission, of which Plaintiff was, must only be terminated with cause, commission approval, and due process.

14. Shortly after March 25, 2025, Short met with Plaintiff and Public Works Director, Dean Jones. Short suggested that they illegally claim that a previously damaged seawall was damaged as a result of a recent hurricane to request that the Federal Emergency Management Agency (FEMA) finance the repairs.

15. Plaintiff immediately objected to this suggestion, pointing out that it would go against FEMA policy. Short continued to list several other items for FEMA repair financing, to which Plaintiff continued to oppose as the items were unrelated to the recent hurricane as it was illegal to have FEMA pay for these repairs.

16. On or around April 10, 2025, Plaintiff attended a staffing discussion regarding hiring for a Finance Assistant position. During the meeting, Short verbally advised that he was "looking for someone in their thirties," and did not wish to hire anyone old, as Plaintiff was already

old, to which LaRowe agreed. Furthermore, LaRowe verbally stated, "I don't want an old b*tch in here." Plaintiff did not respond to these discriminatory comments in an effort to avoid debate but she was offended.

17. Notably, both Short and LaRowe were aware that Plaintiff is in her fifties. By way of example, LaRowe was aware of Plaintiff's age and/or birthdate as she oversaw the HR Department, and LaRowe worked closely with Short.

18. In further discrimination against Plaintiff's age, Short granted pay raises to younger, less qualified employees than Plaintiff, while Short continuously denied Plaintiff's requests for similar compensation. By way of example, Executive Administrative Assistant Barbara Jeffries (in her thirties) received a \$5,000 raise in or around November 2025, despite Plaintiff's significantly longer experience and tenure with Defendant.

19. In or around April 2025, Plaintiff asked Jeffries for the location of her receipts, which had all been submitted to Jeffries to properly document all city-related purchases. Jeffries deceitfully stated that she did not have any of the receipts. Therefore, Plaintiff began to make physical copies of any new receipts related to city purchases and provided them directly to Short.

20. Later in or around April 2025, Plaintiff verbally expressed her concern to Short, with Jeffries present, stating that it was strange that she was the only employee with missing receipts. Short agreed that this was strange.

21. Jeffries responded by opening one of her desk drawers, which contained the missing receipts.

22. In the Summer 2025, Plaintiff verbally reported concerns to LaRowe and Short regarding 1099 contracted workers hired by Defendant, stating that Defendant was not honoring the standard procedure to hire long-term 1099 contracted workers as permanent employees.

23. Plaintiff expressed concerns specifically about part-time Code Enforcement Officer Leigh Fuller (in her fifties) and part-time Code Enforcement Officer Jeanne Bloom (in her fifties), who had both been working with Defendant for a lengthy period without offers to be hired as regular, permanent employees.

24. However, Short and LaRowe dismissed Plaintiff's concerns, refusing to follow standard procedures regarding 1099 contracted workers. LaRowe and Short stated that they did not want to pay benefits such as Florida State Retirement, which would be required if they hired Fuller or Bloom as permanent part-time employees.

25. In or around June 2025, Defendant hired Jeffrey Charles (in his late twenties to early thirties), who served as Plaintiff's Finance Assistant until November 2025. His hire aligned with LaRowe and Short's previously stated preference and goal of hiring younger employees.

26. During his work with Defendant, Charles demonstrated chronic tardiness, misrepresented task completion, missed payments in deposits, wrote incorrect cheques to vendors, and failed to attach receipts to purchases. Charles frequently repeated the same mistakes, despite Plaintiff's attempts to correct his actions through verbal guidance.

27. Plaintiff verbally reported Charles' poor work performance to Short and LaRowe on multiple occasions, including July 14, 2025, July 25, 2025, August 26, 2025, August 27, 2025, September 29, 2025, October 7, 2025, and in November 2025. Although LaRowe and Short agreed with Plaintiff that Charles struggled with tardiness and repeated mistakes, they both failed to take action on the matter.

28. On or around July 25, 2025, when Plaintiff again reported Charles' behavior to LaRowe, she responded with agreement and advised that Plaintiff's recognition of the behaviors

was “good,” “so you can hold him accountable.” Yet, LaRowe and Short continued to fail to correct Charles’ actions or provide Plaintiff with the resources to strengthen his training.

29. In or around September 2025, Plaintiff was in LaRowe’s office with LaRowe as well as Code Enforcement Manager David Dezutter, when LaRowe and Dezutter suggested tracking Dean Jones by hiding an AirTag tracking device in his car, without Jones’ knowledge, because they deemed Jones “suspicious.”

30. Plaintiff advised LaRowe and Dezutter against using an AirTag to track Jones, and alternatively suggested that they look into a Verizon employee tracking service instead, which would allow them to properly track employees with their permission/notification. However, Dezutter and LaRowe dismissed Plaintiff’s concerns, stating that hiding an AirTag in Jones’ car seemed to be a simple option.

31. On or around October 28, 2025, Plaintiff submitted an Americans with Disabilities Act (ADA) request to Short and LaRowe via email to receive accommodations for short breaks and minor schedule adjustments, including increased remote work, due to her disability. Short and LaRowe rejected Plaintiff’s ADA request, as Plaintiff was never provided a response or the requested accommodations. They also failed to engage in the interactive process with her after requesting this modest and reasonable accommodation that would not have been an undue hardship on Defendant.

32. City Planner Ashley Austin (in her early thirties) was repeatedly permitted to work remotely from home up to five days per week, without medical necessity. In contrast, while Plaintiff was scheduled to work remotely on Fridays, she was never approved for increased remote work in accordance with her accommodation request, despite her documented medical request to do so.

33. Immediately after Plaintiff's ADA request was submitted, she began to experience retaliatory action from LaRowe and Short up until Plaintiff's wrongful termination, including being excluded from meetings, having restricted access to software and programs necessary for Plaintiff's job duties, and having her Plaintiff's job processes changed without notice.

34. By way of example, around late October 2025 or early November 2025, Plaintiff was out of the office for medical appointments related to her disability, which was approved by Short. That day, LaRowe sent a meeting invitation via email to leadership staff, including Plaintiff. Plaintiff responded to LaRowe, requesting accommodation to attend remotely via Zoom as she had previously done in October 2025. However, LaRowe simply stated "no," excluding Plaintiff from the meeting.

35. On November 10, 2025, Plaintiff sent an email to LaRowe and Short, reporting the disparate treatment she was experiencing. Plaintiff stated in her email that certain system permissions, such as Florida Municipal Insurance software, Florida State Retirement, security camera access, and procedural responsibilities, were modified without formal communication or notice, hindering her ability to perform her job duties with Defendant.

36. By way of example, on or around November 4, 2025, Short failed to inform Plaintiff that timesheets were no longer being used and that employees were only to use time clock reports. Plaintiff explicitly requested in this email that Short review and document these issues with LaRowe.

37. On or around November 10, 2025, Jones verbally reported to Plaintiff that he found an AirTag hidden in his work vehicle. Plaintiff did not provide an immediate response to Jones, as she saw a need to first consult with Short and LaRowe.

38. On or around November 13, 2025, Dean called Plaintiff to inform her that he filed a police report with the Manatee County Sheriff's Department regarding the AirTag in his car, and the Sheriff's Department advised that the AirTag would have to be turned in to them.

39. On or around November 13, 2025, Plaintiff sent an email to LaRowe, reporting that she was informed by Short that two unspecified employees had informed Short that they heard Plaintiff state that she would leave her employment with Defendant for \$100,000. Plaintiff never made such a statement, nor is there any evidence to support the allegation.

40. The next day, on or around November 14, 2025, Defendant published an investigative report about Plaintiff, which wrongfully alleged that Plaintiff mistreated Charles based on his race when nothing could have been further from the truth.

41. The allegations that Plaintiff mistreated Charles are spurious, as Charles had exhibited inadequate work performance, which Short and LaRowe failed to correct despite significant documentation.

42. Additionally, on or around November 14, 2025, Dean reported to Plaintiff that he called out of work sick that day in fear of reprimand from Defendant due to his police report.

43. On November 17, 2025, at 10:18 a.m., Plaintiff engaged in protected activity when she reported the information she received from Jones on November 10, 2025, in an email to Short and LaRowe. Plaintiff noted in her email that she was requesting confirmation that tracking devices or monitoring tools were not being used on any employee of Defendant. Short and LaRowe failed to act on or respond to this report.

44. Approximately five minutes later, at 10:23 a.m., in retaliation for Plaintiff's protected report, Plaintiff received a termination notice from Short via email with an offer for

voluntary resignation. Defendant failed to provide a cause for Plaintiff's termination in the letter, violating the City Charter policy section 5.04.

45. After Plaintiff refused to resign, Short sent Plaintiff an email stating that the offer to resign voluntarily had been rescinded, threatening to withhold Plaintiff's severance payment pending the outcome of a post-termination audit. She has not received the severance payment to date.

46. Further, Defendant refused to provide Plaintiff with her accrued vacation pay pending the audit, which Plaintiff is entitled to as per Defendant's employee handbook.

47. To Plaintiff's knowledge, no other employees terminated by Defendant received a post-termination audit, of which Plaintiff is aware, as her position with Defendant included overseeing payroll for Defendant.

48. On or around December 19, 2025, Plaintiff received a Notice of Internal Investigation letter from Short via email, which falsely alleged that Plaintiff improperly used city funds and account points for personal use.

49. On or around January 5, 2026, Plaintiff denied these spurious claims in an email to LaRowe and Short. Throughout Plaintiff's employment with Defendant, she always ensured that receipts for city purchases were turned in correctly. Plaintiff contends that these allegations are further retaliatory treatment against Plaintiff for engaging in protected activity.

50. Plaintiff contends that she was subject to disparate treatment based on her age, as she was the oldest employee in the Administration department, as well as the entire building in which she worked, disability, requests for accommodation and reports of wrongdoing. She was the only employee who was repeatedly denied requests for information, subject to blatant age-discriminatory comments, and was repeatedly accused, unfoundedly, of misconduct.

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

COUNT I
DISABILITY DISCRIMINATION UNDER CHAPTER 760

52. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

53. This is an action against Defendant for disability discrimination brought under Chapter 760, Florida Statutes. This is a disparate treatment claim.

54. Plaintiff has been the victim of discrimination on the basis of her disability or perceived disability. During the course of Plaintiff's employment with Defendant, she was treated differently than similarly situated nondisabled/ perceived-as-disabled employees.

55. Defendant is liable for the differential treatment of Plaintiff which adversely affected the terms and conditions of Plaintiff's employment with Defendant. Defendant controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff.

56. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were disability/perceived-disability based and in violation of the laws set forth herein.

57. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant. The events set forth herein lead, at least in part, to Plaintiff's termination.

58. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon disability or perceived disability or her record of having an impairment under Chapter 760, Florida Statutes.

59. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

COUNT II
FAILURE TO ACCOMMODATE UNDER CHAPTER 760

60. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

61. This is an action against Defendant for disability discrimination brought under Chapter 760, Florida Statutes.

62. Plaintiff has been the victim of discrimination on the basis of her disability. During the course of Plaintiff's employment with Defendant, she was not accommodated by Defendant, which would not have been an unreasonable hardship for Defendant.

63. Defendant is liable for its refusal to accommodate Plaintiff, including failing to engage in the interactive process with her, which adversely affected the terms and conditions of Plaintiff's employment with Defendant. Defendant controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff.

64. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were disability based and in violation of the laws set forth herein.

65. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant. The events set forth herein lead, at least in part, to Plaintiff's termination.

66. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon disability or her record of having an impairment under Chapter 760, Florida Statutes.

67. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

COUNT III
DISABILITY DISCRIMINATION UNDER THE ADA

68. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

69. This is an action against Defendant for disability discrimination brought under 42 U.S.C. §12101 et seq. This is a disparate treatment claim.

70. Plaintiff has been the victim of discrimination on the basis of her disability or perceived disability. During the course of Plaintiff's employment with Defendant, she was treated differently than similarly situated nondisabled/ perceived-as-disabled employees.

71. Defendant is liable for the differential treatment of Plaintiff which adversely affected the terms and conditions of Plaintiff's employment with Defendant. Defendant

controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff.

72. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were disability/perceived-disability based and in violation of the laws set forth herein.

73. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant. The events set forth herein lead, at least in part, to Plaintiff's termination.

74. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon disability or perceived disability or her record of having an impairment under 42 U.S.C. §12101 et seq.

75. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

COUNT IV
FAILURE TO ACCOMMODATE UNDER THE ADA

76. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

77. This is an action against Defendant for disability discrimination brought under 42 U.S.C. §12101 et seq.

78. Plaintiff has been the victim of discrimination on the basis of her disability. During the course of Plaintiff's employment with Defendant, she was not accommodated which would not have been an unreasonable hardship for Defendant.

79. Defendant is liable for its refusal to accommodate Plaintiff, including failing to engage in the interactive process with her, which adversely affected the terms and conditions of Plaintiff's employment with Defendant. Defendant controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff.

80. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were disability based and in violation of the laws set forth herein.

81. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant. The events set forth herein lead, at least in part, to Plaintiff's termination.

82. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon disability or her record of having an impairment under 42 U.S.C. §12101 et seq.

83. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

COUNT V
RETALIATION

84. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

85. Defendant is an employer as that term is used under Chapter 760, Florida Statutes.

86. The foregoing allegations establish a cause of action for unlawful retaliation after Plaintiff reported or opposed unlawful employment practices adversely affecting her including without limitation opposing the failure to reasonably accommodate her and requesting accommodations.

87. The foregoing unlawful actions by Defendant were purposeful.

88. Plaintiff voiced opposition to unlawful employment practices during her employment with Defendant and was the victim of retaliation thereafter, as related in part above.

89. Plaintiff is a member of a protected class because she objected to not being accommodated and/or requested accommodations and was the victim of retaliation thereafter. There is thus a causal connection between these activities and the adverse employment action taken thereafter.

90. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

COUNT VI
RETALIATION

91. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

92. Defendant is an employer as that term is used under 42 U.S.C. §12101 et seq.

93. The foregoing allegations establish a cause of action for unlawful retaliation after Plaintiff reported or opposed unlawful employment practices adversely affecting her including without limitation opposing the failure to reasonably accommodate her and requesting accommodations.

94. The foregoing unlawful actions by Defendant were purposeful.

95. Plaintiff voiced opposition to unlawful employment practices during her employment with Defendant and was the victim of retaliation thereafter, as related in part above.

96. Plaintiff is a member of a protected class because she objected to not being accommodated and/or requested accommodations and was the victim of retaliation thereafter. There is thus a causal connection between these activities and the adverse employment action taken thereafter.

2. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

COUNT VII
PUBLIC WHISTLEBLOWER RETALIATION

98. Paragraphs 1 through 51 above are incorporated herein by reference.

99. This count sets forth a claim against Defendant under §112.3187, et seq., Florida Statutes.

100. Plaintiff was a public employee protected under the provisions of Chapter 112, Florida Statutes.

101. As stated more specifically in part above, Plaintiff reported and disclosed violations of rules, regulations and laws, and/or malfeasance, misfeasance and/or gross misconduct to persons both inside and outside of her normal chain of command, and to others having the authority to investigate, police, manage and otherwise remedy the violations of rules, regulations and laws that she reported. Plaintiff also disclosed this information when she participated in investigations, hearings, or other agency inquiries. Plaintiff reported malfeasance, misfeasance, and other acts specifically outlined in §112.3187(5), Florida Statutes.

102. After reporting these matters and/or participating in investigations, hearings, or other agency inquiries, as related in part above, Plaintiff was the victim of retaliatory actions set forth in part above including without limitation her termination.

103. Plaintiff's suspensions, terminations, and/or being blocked from one or more positions were a direct adverse result of her reporting violations of rules, regulations or laws, and/or her reporting malfeasance, misfeasance or gross misconduct, and/or her participating in investigations, hearings or other inquiries, specified in part above.

104. The actions of all employees within Defendant who affected Plaintiff's employment adversely did so at least in part in retaliation against her for her "whistleblowing" activities.

105. As a direct and proximate result of the actions taken against her by Defendant, Plaintiff has suffered injury, including but not limited to past and future wage losses, loss of benefits, emotional pain and suffering, loss of the capacity for the enjoyment of life and other

tangible and intangible damages. These damages have occurred in the past, are occurring at present and will occur in the future. Plaintiff is entitled to injunctive relief.

COUNT VIII
AGE DISCRIMINATION

106. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

107. This is an action against Defendant for discrimination based upon age brought under Chapter 760, Florida Statutes.

108. Plaintiff has been the victim of discrimination on the basis of her age in that she was treated differently than similarly situated younger employees of Defendant and has been subject to hostility and poor treatment on the basis, at least in part, of her age.

109. Defendant is liable for the differential treatment and hostility towards Plaintiff because it controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff. Furthermore, Defendant knowingly condoned and ratified the differential treatment of Plaintiff as more fully set forth above because it allowed the differential treatment and participated in same. Defendant's known allowance and ratification of these actions and inactions actions created, perpetuated and facilitated an abusive and offensive work environment within the meaning of the statutes referenced above.

110. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were of an age-based nature and in violation of the laws set forth herein.

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

112. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon age in violation of Chapter 760, Florida Statutes.

113. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive relief.

COUNT IX
AGE DISCRIMINATION

114. Paragraphs 1 through 51 are realleged and incorporated herein by reference.

115. This is an action against Defendant for discrimination based upon age brought under 29 U.S.C. §621 et seq.

116. Plaintiff has been the victim of discrimination on the basis of her age in that she was treated differently than similarly situated younger employees of Defendant and has been subject to hostility and poor treatment on the basis, at least in part, of her age.

117. Defendant is liable for the differential treatment and hostility towards Plaintiff because it controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff. Furthermore, Defendant knowingly condoned and ratified the differential treatment of Plaintiff as more fully set forth above because it allowed the differential treatment and participated in same. Defendant's known allowance and ratification of these actions and inactions actions created, perpetuated and

facilitated an abusive and offensive work environment within the meaning of the statutes referenced above.

118. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were of an age-based nature and in violation of the laws set forth herein.

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

120. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon age in violation of Chapter 760, Florida Statutes.

121. 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, bodily injury, 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 benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive relief and all other remedies and damages including liquidated damages under the ADEA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- (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 all legally-available general and compensatory damages and economic loss to Plaintiff from Defendant for Defendant's violations of law enumerated herein;

- (d) enter judgment against Defendant and for Plaintiff permanently enjoining Defendant from future violations of law enumerated herein;
- (e) enter judgment against Defendant and for Plaintiff awarding Plaintiff attorney's fees and costs;
- (f) award Plaintiff interest where appropriate; and
- (g) grant such other further relief as being just and proper under the circumstances, including but not limited to reinstatement.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all issues herein that are so triable.

DATED this 9th day of April 2026.

Respectfully submitted,

/s/ Marie A. Mattox
Marie A. Mattox [FBN 0739685]
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