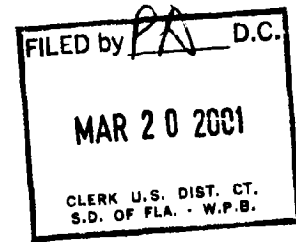


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION



UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION, LINDEN LEE,  
SYED RIZVI and BRIAN WOLIN,

CASE NO. 00-8888-CIV-FERGUSON  
Magistrate Judge: Snow

Plaintiffs,

v.

RENTERS CHOICE, INCORPORATED, d/b/a  
RENT-A-CENTER, INC.,

Defendant.

**COMPLAINT AND DEMAND FOR  
TRIAL BY JURY**

**NATURE OF THE ACTION**

Plaintiffs, LINDEN LEE ("Mr. Lee"), SYED RIZVI ("Mr. Rizvi"), and BRIAN WOLIN ("Mr. Wolin"), by their undersigned attorney, sue Defendant RENTERS CHOICE, INCORPORATED, d/b/a RENT-A-CENTER, INC. ("Defendant" or "Rent-A-Center") for compensatory damages for violations of their civil rights occurring during their employment relationship with Renters Choice. All Plaintiffs sue Defendant under Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"), the Civil Rights Act of 1871, as amended, 42 U.S.C. § 1981 ("Section 1981"), the Americans with Disabilities Act of 1991, 42 U.S.C. § 12101 *et seq.* ("ADA"), and the Florida Civil Rights Act of 1992, § 760.01 *et seq.*, Florida Statutes ("FCRA").

Mr. Lee alleges: that Defendant caused him to work in a hostile work environment because of his race; that Defendant discriminated against him because of his race; that Defendant retaliated against him for complaining about his discriminatory treatment, and; that Defendant's use of a

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psychological test with regard to his continued employment violated the ADA and the FCRA.

Mr. Rizvi alleges: that Defendant caused him to work in a hostile work environment because of his national origin, his ancestry and/or ethnic origin; that Defendant discriminated against him because of his national origin, his ancestry and/or ethnic origin; that Defendant imposed as a condition of his continued employment in title that he submit to a written examination unlawfully inquiring into his health, medical history and possible disabilities, and; that Defendant retaliated against him for refusing to submit to the aforementioned written examination and for complaining about his discriminatory treatment.

Mr. Wolin alleges: that Defendant caused him to work in a hostile work environment because of his religion; that Defendant discriminated against him because of his religion and his Jewish heritage, ancestry and/or ethnic origin; that Defendant retaliated against him for complaining about his discriminatory treatment and the discriminatory treatment of Mr. Lee and Mr. Rizvi, and; that Defendant's use of a psychological test with regard to his continued employment violated the ADA and the FCRA.

### **JURISDICTION AND VENUE**

1. This Court's jurisdiction is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337 and 1343. This action arises under 42 U.S.C. §§ 2000e *et seq.* and 42 U.S.C. §§ 1981 and 1981a.

2. This Court has supplemental jurisdiction over Plaintiffs Lee's, Rizvi's and Wolin's state law claims pursuant to 28 U.S.C. § 1367.

3. Venue of this action is proper in the Southern District of Florida because all of the alleged unlawful acts complained of herein occurred in Palm Beach County, Florida.

### **PARTIES**

4. Plaintiff, the Equal Employment Opportunity Commission (the "Commission") is the

agency of the United States of America charged with the administration, interpretation and enforcement of Title VII, and is expressly authorized to bring this action by Sections 760(f)(1) and (3) of Title VII, 42 U.S.C. §§ 2000e-5(f)(1) and (3).

5. At all times material hereto, Defendant Rent-A-Center continuously has been doing business in the State of Florida and the City of West Palm Beach, and continuously has had at least 15 employees. At all times material hereto, Defendant Rent-A-Center continuously has been an employer engaged in an industry effecting commerce within the meaning of Title VII and the Florida Civil Rights Act. *See* 42 U.S.C. §§ 2003 *et seq.*, and Section 760.02(7), Florida Statutes.

6. Since at or about the time Plaintiff-Intervenors Lee, Rizvi and Wolin separated from employment with Defendant, Renters Choice, Inc. acquired Rent-A-Center, Inc. Pursuant to the aforesaid acquisition, Defendant now does business in the State of Florida as Rent-A-Center, Inc.

7. Rent-A-Center, Inc. has assumed all of the liabilities of Defendant Renters Choice, Inc., as a result of the aforementioned acquisition.

8. Defendant is currently doing business in the State of Florida and the City of West Palm Beach as Rent-A-Center, Inc. At all times material hereto, Defendant Renters Choice d/b/a Rent-A-Center was, and still is, an employer engaged in an industry effecting commerce within the meaning of Title VII and the Florida Civil Rights Act. *Id.*

9. Plaintiff-Intervenor Linden Lee is a natural person who is a black African-American, and now is residing in Broward County, Florida. At all times material hereto, Mr. Lee was employed by Defendant as the Executive Assistant Manager of the Renters Choice (now "Rent-A-Center") store in West Palm Beach, Florida.

10. Plaintiff-Intervenor Syed Rizvi is a natural person of Pakistani ancestry, ethnic and national origin residing in Palm Beach County, Florida. At all times material hereto, Mr. Rizvi was

employed by Defendant as the Assistant Manager of the Renters Choice (now "Rent-A-Center") store in West Palm Beach, Florida.

11. Plaintiff-Intervenor Brian Wolin is a natural person of Jewish heritage and now is residing in Georgia. At all times material hereto, Mr. Wolin was employed by Defendant as Store Manager of the Renters Choice (now "Rent-A-Center") store in West Palm Beach, Florida.

**FACTUAL ALLEGATIONS COMMON TO PLAINTIFFS LEE, RIZVI AND WOLIN**

12. Plaintiffs Lee, Rizvi and Wolin began their employment with Defendant on or about September 1, 1996, when Renters Choice, Inc. purchased the National TV Rental store in West Palm Beach, Florida, at which each of the Plaintiffs were employed at the time of said acquisition.

13. At all times material hereto, each of the Plaintiffs, Lee, Rizvi and Wolin, was qualified for their position, served competently and performed up to their employer's legitimate standards.

14. At no time during their employment by Defendant, did any of the Plaintiffs, Lee, Rizvi or Wolin, ever receive a written warning or written discipline by Defendant with regard to the performance of their functions.

15. During the entire period of Plaintiffs Lee's, Rizvi's and Wolin's employment with Defendant, the West Palm Beach store at which each of them worked consistently performed at a level that exceeded the employer's standards and goals, and exceeded the performance of many of the Defendant's other stores in Florida.

16. During the entire period of Plaintiffs Lee's, Rizvi's and Wolin's employment with Defendant, each of them received raises and bonuses based upon the performance of their respective duties.

17. At the time of the discriminatory actions and violative conduct complained of herein, each of the Plaintiffs Lee, Rizvi and Wolin had reached the highest, performance-based pay levels

available to them in their respective positions of employment with Defendant.

18. At all times material hereto, Plaintiffs Lee, Rizvi and Wolin performed their functions for Defendant under the supervision of Defendant's Regional Manager, Robert Tant.

19. At all times material hereto, Defendant's Regional Manager, Robert Tant, performed his functions for Defendant under the supervision of its Regional Vice President, Michael Draughn.

20. Plaintiffs Lee, Rizvi and Wolin regularly were subjected to racial harassment, national origin/ethnic harassment, harassment based upon heritage and religion, respectively, by Defendant's Regional Manager Robert Tant.

21. Plaintiffs Lee, Rizvi and Wolin regularly were exposed to racial slurs, national origin/ethnic slurs, and anti-Semitic comments by Defendant's Regional Manager Robert Tant

22. The racial harassment, national origin/ethnic harassment, and harassment based upon heritage and religion to which Plaintiffs Lee, Rizvi and Wolin were subjected and exposed, as aforementioned, was in the form of unwelcome verbal comments sufficiently severe and pervasive as to create an intimidating, hostile and offensive work environment.

23. The racial harassment, national origin/ethnic harassment, and harassment based upon heritage and religion to which Plaintiffs were subjected and exposed, as aforementioned, polluted their work environment and had the purpose and effect of interfering with the Plaintiffs' performance of their employment duties for Defendant.

24. Each of the Plaintiffs complained to management about the discriminatory conduct and treatment by Defendant's Regional Manager Robert Tant.

25. Defendant retaliated against each of the Plaintiffs for complaining to management about the discriminatory harassment and conduct by further subjecting them to a hostile work environment, and by adverse terms and conditions of employment, including demotions and

constructive discharges.

26. At all times material hereto, Defendant utilized the Minnesota Multiphasic Personality Inventory test ("MMPI") to screen certain of its employees for continued employment.

27. The MMPI includes questions inquiring about personal religious beliefs and sexual orientation, among other things.

28. Certain MMPI questions reveal whether the person answering suffers any disabilities or otherwise elicit responses upon which an employer may conclude or perceive the person answering suffers disabilities.

29. The MMPI is not a valid, employment-related test for employment of the type Defendant provided for the Plaintiffs. Testing the Plaintiffs with regard to their religious beliefs, sexual orientation and/or possible disabilities was unrelated to the Plaintiffs' abilities to perform their job functions for Defendant.

#### **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

30. Linden Lee timely filed Charges of Discrimination with the Equal Employment Opportunity Commission, and with the Florida Commission on Human Relations, respectively.

31. All conditions precedent to institution of this action by Mr. Lee have been fulfilled.

32. Syed Rizvi timely filed Charges of Discrimination with the Equal Employment Opportunity Commission, and with the Florida Commission on Human Relations, respectively.

33. All conditions precedent to institution of this action by Mr. Rizvi have been fulfilled.

34. Brian Wolin timely filed Charges of Discrimination with the Equal Employment Opportunity Commission, and with the Florida Commission on Human Relations, respectively.

35. All conditions precedent to institution of this action by Mr. Wolin have been fulfilled.

**COUNT I**  
**LINDEN LEE'S CLAIM OF HOSTILE WORK ENVIRONMENT**  
**RACE DISCRIMINATION IN VIOLATION OF TITLE VII**

36. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 25, 30 and 31 as if fully set forth herein.

37. Defendant discriminated against Mr. Lee because of his race in violation of Title VII, by creating, tolerating and fostering a racially hostile and abusive work environment. Since in or about September, 1996, Defendant's Regional Manager Robert Tant regularly referred to Mr. Lee as a "boy," a "fat boy," and a "lazy nigger," among other things; said Regional Manager also taunted Mr. Lee about eating "soul food."

38. In Mr. Lee's presence during the aforementioned period, Defendant's Regional Manager Tant frequently referred to Mr. Lee's Pakistani co-worker, Syed Rizvi, as a "terrorist," a "sand nigger," and a person who might detonate a "bomb." In Mr. Lee's presence during said period, Defendant's Regional Manager Tant referred to Mr. Lee's Jewish co-worker, Brian Wolin, as a "jewboy," and made other anti-Semitic comments.

39. The aforementioned unwelcome racial harassment, ethnic slurs, and antisemitic comments were sufficiently severe and pervasive to affect the terms and conditions of Mr. Lee's employment, and to create an intimidating, hostile, and offensive work environment in violation of Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a).

40. The effect of the actions complained of as aforementioned has been to deprive Mr. Lee of equal employment opportunities, and otherwise to adversely affect his status as an employee because of his race.

41. The unlawful employment practices complained of were intentional.

42. The unlawful employment actions against Mr. Lee were done with malice or

reckless indifference to Mr. Lee's federally protected rights.

43. After Mr. Lee's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who is not a black African-American.

44. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Lee was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT II**  
**LINDEN LEE'S CLAIM OF HOSTILE WORK ENVIRONMENT**  
**RACE DISCRIMINATION IN VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT**

45. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 25, 30 and 31, as if fully set forth herein.

46. Defendant discriminated against Mr. Lee because of his race in violation of the FCRA, by creating, tolerating and fostering a racially hostile and abusive work environment. Since in or about September, 1996, Defendant's Regional Manager Robert Tant frequently referred to Mr. Lee as a "boy," a "fat boy," and a "lazy nigger," among other things; said Regional Manager also taunted Mr. Lee about eating "soul food."

47. In Mr. Lee's presence during the aforementioned period, Defendant's Regional Manager Tant frequently referred to Mr. Lee's Pakistani co-worker, Syed Rizvi, as a "terrorist," a



“sand nigger,” and a person who might detonate a “bomb.” In Mr. Lee’s presence during said period, Defendant’s Regional Manager Tant referred to Mr. Lee’s Jewish co-worker, Brian Wolin, as a “jewboy,” and made other anti-Semitic comments.

48. The aforementioned unwelcome racial harassment, ethnic slurs, and antisemitic comments were sufficiently severe and pervasive to affect the terms and conditions of Mr. Lee’s employment, and to create an intimidating, hostile, and offensive work environment in violation of the FCRA, § 760.10, Florida Statutes.

49. The effect of the unlawful employment practices complained of as aforementioned has been to deny Mr. Lee his individual rights and privileges, to deprive him of personal dignity, and otherwise to adversely affect his status as an employee because of his race.

50. The unlawful employment practices complained of were intentional.

51. The unlawful employment actions against Mr. Lee were done with malice or reckless indifference to Mr. Lee’s freedom from discrimination within the State of Florida.

52. After Mr. Lee’s constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who is not a black, African-American.

53. As a direct and proximate result of Defendant’s unlawful employment practices, Mr. Lee was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc., awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney’s fees and costs, together with such other relief as this Court deems just

and proper.

**COUNT III**  
**LINDEN LEE'S CLAIM OF RACE DISCRIMINATION IN VIOLATION OF**  
**SECTION 1981 OF THE CIVIL RIGHTS ACT OF 1871, AS AMENDED**

54. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 25, as if fully set forth herein.

55. Defendant discriminated against Mr. Lee because of his race in violation of 42 U.S.C. § 1981, as amended ("Section 1981"), by subjecting him to harassment, demoting him, and otherwise causing him to involuntarily resign because of his race.

56. The Defendant's actions of exposing Mr. Lee to racial epithets, demoting him and constructively discharging him, were taken intentionally, with malice or reckless indifference to his federally protected rights in violation of 42 U.S.C. § 1981.

57. As a direct and proximate result of Defendant's violations of § 1981, Mr. Lee was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc., awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT IV**  
**LINDEN LEE'S CLAIM OF RETALIATION IN VIOLATION OF TITLE VII**

58. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 25, 30 and 31, as if fully set forth herein.

59. Mr. Lee engaged in protected activity and opposition conduct with regard to the race discrimination he suffered, as aforementioned, by complaining to Defendant's management personnel, including his Store Manager, about the discriminatory treatment he was receiving from Defendant's Regional Manager.

60. Mr. Lee suffered adverse employment action by being subject to more hostile treatment, by being demoted two levels summarily and constructively discharged after his aforementioned complaints.

61. After Mr. Lee's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a non-African American who had not engaged in protected opposition conduct.

62. A causal connection exists between Mr. Lee's protected activity and opposition conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

63. The aforementioned adverse employment action by Defendant subsequent to Mr. Lee's complaints was intentional, because of his protected activity and opposition conduct.

64. The aforementioned adverse employment action by Defendant was done with malice or reckless indifference to the federally protected rights of Mr. Lee.

65. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Lee suffered a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just

and proper.

**COUNT V**  
**LINDEN LEE'S CLAIM OF RETALIATION IN VIOLATION OF THE FCRA**

66. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 25, 30 and 31, as if fully set forth herein.

67. Mr. Lee opposed unlawful employment practices at Rent-A-Center by complaining to management personnel regarding his discriminatory treatment by Defendant's Regional Manager.

68. Mr. Lee suffered adverse employment action discrimination by being demoted two levels summarily and constructively discharged after his aforementioned complaints.

69. After Mr. Lee's constructive discharge, Defendant assigned his employment duties to, or otherwise replace him with, a person who had not engaged in protected opposition conduct.

70. A causal connection exists between Mr. Lee's opposition to unlawful employment practices and his subsequent demotion and constructive discharge from employment by Defendant.

71. The aforementioned adverse employment action by Defendant subsequent to Mr. Lee's complaints was intentional because of his opposition to unlawful employment practices.

72. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Lee was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just

and proper.

**COUNT VI**  
**LINDEN LEE'S CLAIM OF RETALIATION IN VIOLATION OF SECTION 1981**

73. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 25 as if fully set forth herein.

74. Mr. Lee engaged in protected activity and opposition conduct with regard to the race discrimination he suffered, as aforementioned, by complaining to Defendant's management personnel, including his Store Manager, about the discriminatory treatment he was receiving from Defendant's Regional Manager.

75. Mr. Lee suffered adverse employment action by being demoted two levels summarily and constructively discharged after his aforementioned complaints.

76. After Mr. Lee's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a non-African American who had not engaged in protected opposition conduct.

77. A causal connection exists between Mr. Lee's protected activity and opposition conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

78. The aforementioned adverse employment action by Defendant subsequent to Mr. Lee's complaints was intentional because of his protected activity and opposition conduct.

79. The aforementioned adverse employment action by Defendant subsequent to Mr. Lee's complaints was done with malice or reckless indifference to the federally protected rights of Mr. Lee.

80. As a direct and proximate result of Rent-A-Center, Inc.'s violations of § 1981, Mr. Lee suffered a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss

of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT VII**  
**LINDEN LEE'S CLAIM OF DISCRIMINATION**  
**IN VIOLATION OF THE AMERICANS WITH DISABILITIES ACT**

81. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 31 as if fully set forth herein.

82. In or about October, 1996 Mr. Lee was required by Defendant to submit to a 5-hour written examination as a condition of his continued employment as Executive Assistant Manager. The written examination included more than 500 questions from the Minnesota Multiphasic Personality Inventory test, aforementioned.

83. Among the questions Defendant required Mr. Lee to answer in writing as a condition of his continued employment as Executive Assistant Manager, were the following:

- a) "I have diarrhea once a month or more;"
- b) "I am troubled by attacks of nausea and vomiting;"
- c) "I have a cough most of the time;"
- d) "I am almost never bothered by pains over the heart or in my chest;"
- e) "I have a great deal of stomach trouble;"
- f) "I have never vomited blood or coughed up blood;"
- g) "I have never had a fit or convulsion;"
- h) "I have never had a fainting spell;"

- i) "I seldom or never have dizzy spells;"
- j) "My hearing is apparently as good as that of most people;"
- k) "I frequently notice my hand shakes when I try to do something;"
- l) "I do not have spells of hay fever or asthma;"
- m) "I have had attacks in which I could not control my movements or speech but in which I knew what was going on around me;"
- n) "I have never had any breaking out on my skin that has worried me;"
- o) "I have had blank spells in which my activities were interrupted and I did not know what was going on around me;"
- p) "I was a slow learner in school;"
- q) "At times I have fits of laughing and crying that I cannot control;"
- r) "I have never been paralyzed or had any unusual weakness of any of my muscles;"
- s) "I have to urinate no more often than others;" and,
- t) "I have never noticed any blood in my urine."

84. Defendant's requirement that Mr. Lee respond to the aforementioned questions, among others relating to his health, medical history and possible disabilities, did not arise from an event or circumstance such as an injury, poor job performance, or the fact that his job was so physically demanding that periodic evaluations of his fitness were necessary.

85. Defendant's foregoing inquiries, among others relating to Mr. Lee's health, medical history and possible disabilities, were not job-related.

86. Defendant's foregoing inquiries, among others relating to Mr. Lee's health, medical history and possible disabilities, were not consistent with any business necessity.

87. Defendant's foregoing inquiries, among others relating to Mr. Lee's health, medical

history and possible disabilities, were unrelated to his ability to perform the essential functions of his job.

88. Defendant's foregoing inquiries, among others relating to Mr. Lee's health, medical history and possible disabilities, forced him to reveal whether he had any disabilities, in violation of the Americans with Disabilities Act.

89. Defendant's foregoing inquiries, among others relating to Mr. Lee's health, medical history and possible disabilities, forced Mr. Lee to reveal whether he had any health problems and/or medical conditions upon which Defendant might perceive him to have a disability, in violation of the Americans with Disabilities Act.

90. Defendant demoted Mr. Lee after receiving his responses to the foregoing inquiries, among others relating to his health, medical history and possible disabilities.

91. Defendant's inquiries relating to Mr. Lee's health, medical history and possible disabilities were intentional, and with malice or reckless indifference to the federally protected rights of Mr. Lee.

92. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Lee was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.



**COUNT VIII**  
**LINDEN LEE'S CLAIM OF DISABILITY DISCRIMINATION**  
**IN VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT**

93. Linden Lee repeats and realleges each and every allegation contained in paragraphs 1 through 31 as if fully set forth herein.

94. In or about October, 1996 Mr. Lee was required by Defendant to submit to a 5-hour written examination as a condition of his continued employment as Executive Assistant Manager. The written examination included more than 500 questions from the Minnesota Multiphasic Personality Inventory test, aforementioned.

95. Among the questions Defendant required Mr. Lee to answer in writing as a condition of his continued employment as Executive Assistant Manager, were the following:

- a) "I have diarrhea once a month or more;"
- b) "I am troubled by attacks of nausea and vomiting;"
- c) "I have a cough most of the time;"
- d) "I am almost never bothered by pain over the heart or in my chest;"
- e) "I have a great deal of stomach trouble;"
- f) "I have never vomited blood or coughed up blood;"
- g) "I have never had a fit or convulsion;"
- h) "I have never had a fainting spell;"
- i) "I seldom or never have dizzy spells;"
- j) "My hearing is apparently as good as that of most people;"
- k) "I frequently notice my hand shakes when I try to do something;"
- l) "I do not have spells of hay fever or asthma;"
- m) "I have had attacks in which I could not control my movements

or speech but in which I knew what was going on around me;”

- n) “I have never had any breaking out on my skin that has worried me;”
- o) “I have had blank spells in which my activities were interrupted and I did not know what was going on around me;”
- p) “I was a slow learner in school;”
- q) “At times I have fits of laughing and crying that I cannot control;”
- r) “I have never been paralyzed or had any unusual weakness of any of my muscles;”
- s) “I have to urinate no more often than others;” and,
- t) “I have never noticed any blood in my urine.”

96. Defendant’s requirement that Mr. Lee respond to the aforementioned questions, among others relating to his health, medical history and possible disabilities, did not arise from an event or circumstance such as an injury, poor job performance, or the fact that his job was so physically demanding that periodic evaluations of his fitness were necessary.

97. Defendant’s foregoing inquiries, among others relating to Mr. Lee’s health, medical history and possible disabilities, were not job-related.

98. Defendant’s foregoing inquiries, among others relating to Mr. Lee’s health, medical history and possible disabilities, were not consistent with any business necessity.

99. Defendant’s foregoing inquiries, among others relating to Mr. Lee’s health, medical history and possible disabilities, were unrelated to his ability to perform the essential functions of his job.

100. Defendant’s foregoing inquiries, among others relating to Mr. Lee’s health, medical history and possible disabilities, forced him to reveal whether he had any disabilities in violation of the Florida Civil Rights Act.

101. Defendant's foregoing inquiries, among others relating to Mr. Lee's health, medical history and possible disabilities, forced him to reveal whether he had any health problems and/or medical conditions upon which Defendant might perceive him to have a disability, in violation of the Florida Civil Rights Act.

102. Defendant demoted Mr. Lee after receiving his responses to the foregoing inquiries, among others relating to his health, medical history and possible disabilities.

103. Defendant's inquiries relating to Mr. Lee's health, medical history and possible disabilities were intentional, and with malice or reckless indifference to Mr. Lee's freedom from discrimination based upon disability within the State of Florida.

104. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Lee was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Linden Lee requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT IX**  
**SYED RIZVI'S CLAIM OF HOSTILE WORK ENVIRONMENT**  
**NATIONAL ORIGIN DISCRIMINATION IN VIOLATION OF TITLE VII**

105. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 25, 32 and 33 as if fully set forth herein.

106. Defendant discriminated against Mr. Rizvi because of his national origin in violation

of Title VII, by creating, tolerating and fostering a work environment both hostile and abusive based upon national origin. Since in or about September, 1996, Defendant's Regional Manager Robert Tant regularly referred to Mr. Rizvi as a "terrorist," as a "bomber" and/or as likely to be involved in "bombings" because Mr. Rizvi is dark-complected and foreign-born; said Regional Manager also ridiculed him because he speaks English with a Pakistani accent.

107. Defendant's Regional Manager Tant disclosed to Mr. Rizvi that there was always a hand gun readily available to Tant, and in Mr. Rizvi's presence stated that "people like [Mr. Rizvi] belong in 7 Eleven." Mr. Rizvi felt threatened in his employment and his person by said comments, among others directed at him because of his national origin by Defendant's Regional Manager Tant.

108. In Mr. Rizvi's presence, Defendant's Regional Manager Tant referred to Mr. Rizvi's black co-worker, Linden Lee, as a "lazy nigger" and made anti-Semitic comments about Store Manager Brian Wolin, who is Jewish.

109. The aforementioned unwelcome harassment based upon national origin, racial slurs, and anti-Semitic comments were sufficiently severe and pervasive to affect the terms and conditions of Mr. Rizvi's employment, and to create an intimidating, hostile, and offensive work environment in violation of Section 703(a) of Title VII, 42 U.S.C. §2000e-2(a).

110. The effect of the actions complained of as aforementioned has been to deprive Mr. Rizvi of equal employment opportunities, and otherwise to adversely affect his status as an employee because of his national origin.

111. The unlawful employment practices complained of were intentional.

112. The unlawful employment actions against Mr. Rizvi were done with malice or reckless indifference to Mr. Rizvi's federally protected rights.

113. After Mr. Rizvi's constructive discharge, Defendant assigned his employment duties

to, or otherwise replaced him with, a person who is not of Pakistani national origin.

114. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT X**  
**SYED RIZVI'S CLAIM OF HOSTILE WORK ENVIRONMENT NATIONAL ORIGIN**  
**DISCRIMINATION IN VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT**

115. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 25, 32 and 33 as if fully set forth herein.

116. Defendant discriminated against Mr. Rizvi because of his national origin in violation of the Florida Civil Rights Act by creating, tolerating and fostering a work environment both hostile and abusive because of national origin. Since in or about September, 1996, Defendant's Regional Manager Robert Tant regularly referred to Mr. Rizvi as a "terrorist," as a "bomber" and/or as likely to be involved in "bombings" because Mr. Rizvi is dark-complected and foreign-born; said Regional Manager also ridiculed him because he speaks English with a Pakistani accent.

117. Defendant's Regional Manager Tant disclosed to Mr. Rizvi that there was always a hand gun readily available to Tant, and in Mr. Rizvi's presence stated that "people like [Mr. Rizvi] belong in 7 Eleven." Mr. Rizvi felt threatened in his employment and his person by said comments,

among others directed at him because of his national origin by Defendant's Regional Manager Tant.

118. In Mr. Rizvi's presence, Defendant's Regional Manager Tant referred to Mr. Rizvi's black co-worker, Linden Lee, as a "lazy nigger" and made anti-Semitic comments about Store Manager Brian Wolin, who is Jewish.

119. The aforementioned unwelcome harassment based upon national origin, racial slurs, and anti-Semitic comments were sufficiently severe and pervasive to affect the terms and conditions of Mr. Rizvi's employment, and to create an intimidating, hostile, and offensive work environment in violation of the FCRA, § 760.10, Florida Statutes.

120. The effect of the unlawful employment practices complained of as aforementioned has been to deny Mr. Rizvi his individual rights and privileges, to deprive him of personal dignity, and otherwise to adversely affect his status as an employee because of his national origin.

121. The unlawful employment practices complained of were intentional.

122. The unlawful employment actions against Mr. Rizvi were done with malice or reckless indifference to Mr. Rizvi's freedom from discrimination within the State of Florida.

123. After Mr. Rizvi's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person not of Pakistani national origin.

124. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc., awarding him compensatory damages, lost back pay, reinstatement and/or front pay,

punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XI**  
**SYED RIZVI'S CLAIM OF DISCRIMINATION BASED UPON ANCESTRY AND**  
**ETHNIC ORIGIN IN VIOLATION OF SECTION 1981**

125. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 25, as if fully set forth herein.

126. Because of his Pakistani ancestry and ethnic origin, Mr. Rizvi is a member of a racial minority distinct from "white citizens" as the concept of race was understood by Congress at the time of the enactment of the Civil Rights Act of 1871, 42 U.S.C. § 1981.

127. Defendant discriminated against Mr. Rizvi because of his ancestry and ethnic origin in violation of 42 U.S.C. § 1981, as amended ("Section 1981"), by subjecting him to harassment, demoting him, and otherwise causing him to involuntarily resign because of his Pakistani ancestry and ethnic origin.

128. Defendant's actions of exposing Mr. Rizvi to unnecessary, disdainful and demeaning epithets and slurs, demoting him, and constructively discharging him because of his Pakistani heritage, were taken intentionally, with malice or reckless indifference to his federally protected rights in violation of § 1981.

129. As a direct and proximate result of Defendant's violations of § 1981, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay,

punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XII**  
**SYED RIZVI'S CLAIM OF DISCRIMINATION**  
**IN VIOLATION OF THE AMERICANS WITH DISABILITIES ACT**

130. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 29, 32 and 33, as if fully set forth herein.

131. In or about March, 1997 Defendant's Regional Manager Tant advised Mr. Rizvi that if he did not submit to the aforementioned 5-hour written examination containing more than 500 questions from the Minnesota Multiphasic Personality Inventory, he would be demoted.

132. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other inquiries in the MMPI, did not arise from an event or circumstance such as an injury, poor job performance, or the fact that his job was so physically demanding that periodic evaluations of his fitness were necessary.

133. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other things, as a condition of his continued employment as Assistant Manager, was not job-related.

134. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other things, as a condition of his continued employment as Assistant Manager, was not consistent with any business necessity.

135. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other things, as a condition of his continued employment as Assistant Manager, was unrelated to his ability to perform the essential functions of his job.



136. Defendant demoted Mr. Rizvi after he refused to submit to the aforementioned 5-hour written examination in which he would have been required to reveal whether he had any disabilities and/or health problems or medical conditions upon which Defendant might perceive him to have a disability.

137. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, as a condition of his continued employment as Assistant Manager, is a *per se* violation of the Americans with Disabilities Act.

138. Defendant's imposition of the aforementioned written examination inquiring into Mr. Rizvi's health, medical history and possible disabilities, as a condition of his continued employment as Assistant Manager, was intentional, and with malice or reckless indifference to the federally protected rights of Mr. Rizvi.

139. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XIII**  
**SYED RIZVI'S CLAIM OF DISABILITY DISCRIMINATION**  
**IN VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT**

140. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1

through 29, 32 and 33, as if fully set forth herein.

141. In or about March, 1997 Defendant's Regional Manager Tant advised Mr. Rizvi that if he did not submit to the aforementioned 5-hour written examination containing more than 500 questions from the Minnesota Multiphasic Personality Inventory, he would be demoted.

142. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other inquiries in the MMPI, did not arise from an event or circumstance such as an injury, poor job performance, or the fact that his job was so physically demanding that periodic evaluations of his fitness were necessary.

143. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other things, as a condition of his continued employment as Assistant Manager, was not job-related.

144. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other things, as a condition of his continued employment as Assistant Manager, was not consistent with any business necessity.

145. Defendant's requirement that Mr. Rizvi respond to questions relating to his health, medical history and possible disabilities, among other things, as a condition of his continued employment as Assistant Manager, was unrelated to his ability to perform the essential functions of his job.

146. Defendant demoted Mr. Rizvi after he refused to submit to the aforementioned 5-hour written examination in which he would have been required to reveal whether he had any disabilities and/or health problems or medical conditions upon which Defendant might perceive him to have a disability.

147. Defendant's requirement that Mr. Rizvi respond to questions relating to his health,

medical history and possible disabilities, as a condition of his continued employment as Assistant Manager, is a *per se* violation of the Florida Civil Rights Act.

148. Defendant's imposition of the aforementioned written examination inquiring into Mr. Rizvi's health, medical history and possible disabilities, as a condition of his continued employment as Assistant Manager, was intentional, and with malice or reckless indifference to Mr. Rizvi's freedom from discrimination based upon disability within the State of Florida.

149. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XIV**  
**SYED RIZVI'S CLAIM OF RETALIATION IN VIOLATION OF TITLE VII**

150. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 25, 32 and 33 as if fully set forth herein.

151. Mr. Rizvi engaged in protected activity and opposition conduct with regard to the discrimination he suffered because of his national origin, as aforementioned, by complaining to Defendant's management personnel, including his Store Manager, about the discriminatory treatment he was receiving from Defendant's Regional Manager.

152. Mr. Rizvi suffered adverse employment action by being subject to more hostile treatment, by being demoted summarily and constructively discharged after his aforementioned complaints.

153. After Mr. Rizvi's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who had not engaged in protected opposition conduct.

154. A causal connection exists between Mr. Rizvi's protected activity and opposition conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

155. The aforementioned adverse employment action by Defendant subsequent to Mr. Rizvi's complaints was intentional because of his protected activity and opposition conduct.

156. The aforementioned adverse employment action by Defendant was done with malice or reckless indifference to the federally protected rights of Mr. Rizvi.

157. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Rizvi suffered a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XV**  
**SYED RIZVI'S CLAIM OF RETALIATION IN VIOLATION OF THE ADA**

158. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 29, 32 and 33 as if fully set forth herein.

159. Mr. Rizvi opposed Defendant's unlawful employment practices by refusing to submit to Defendant's aforementioned 5-hour written examination in which he would have been required to respond to questions relating to his health, medical history and possible disabilities, in violation of the Americans with Disabilities Act.

160. Defendant took adverse employment action against Mr. Rizvi by demoting him because of his opposition to Defendant's unlawful inquiries relating to his health, medical history and possible disabilities.

161. Defendant's adverse action against Mr. Rizvi subsequent his refusal to submit to the aforementioned written examination constituted retaliation in violation of the Americans with Disabilities Act.

162. Defendant's adverse employment action against Mr. Rizvi in retaliation for his opposition conduct, was intentional, and with malice or reckless indifference to the federally protected rights of Mr. Rizvi.

163. As a direct and proximate result of Rent-A-Center Inc.'s unlawful employment practices, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XVI**  
**SYED RIZVI'S CLAIM OF RETALIATION IN VIOLATION OF THE FCRA**

164. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 29, 32 and 33, as if fully set forth herein.

165. Mr. Rizvi opposed Defendant's unlawful employment practices by refusing to submit to Defendant's aforementioned written examination inquiring into his personal health, medical history and possible disabilities, and by complaining to management personnel regarding his discriminatory treatment by Defendant's Regional Manager.

166. Mr. Rizvi suffered adverse employment action discrimination by being demoted summarily and constructively discharged after his aforementioned refusal to submit to Defendant's written examination and his complaints.

167. After Mr. Rizvi's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who had not engaged in protected opposition conduct.

168. A causal connection exists between Mr. Rizvi's opposition to unlawful employment practices and his subsequent demotion and constructive discharge from employment by Defendant.

169. The aforementioned adverse employment action by Defendant subsequent to Mr. Rizvi's complaints was intentional because of his opposition to unlawful employment practices.

170. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Rizvi was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-

Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XVII**  
**SYED RIZVI'S CLAIM OF RETALIATION IN VIOLATION OF SECTION 1981**

171. Syed Rizvi repeats and realleges each and every allegation contained in paragraphs 1 through 25 as if fully set forth herein.

172. Mr. Rizvi engaged in protected activity and opposition conduct with regard to the discrimination he suffered because of his ancestry, ethnic origin and heritage, as aforementioned, by complaining to Defendant's management personnel, including his Store Manager, about the discriminatory treatment he was receiving from Defendant's Regional Manager Tant.

173. Mr. Rizvi suffered adverse employment action by being subject to more hostile treatment, by being demoted and constructively discharged after his aforementioned complaints.

174. After Mr. Rizvi's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who had not engaged in protected opposition conduct.

175. A causal connection exists between Mr. Rizvi's protected activity and opposition conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

176. The aforementioned adverse employment action by Defendant subsequent to Mr. Rizvi's complaints was intentional because of his protected activity and opposition conduct.

177. The aforementioned adverse employment action by Defendant subsequent to Mr. Rizvi's protected activity and opposition conduct was done with malice or reckless indifference to the federally protected rights of Mr. Rizvi.

178. As a direct and proximate result of Defendant's violations of § 1981, Mr. Rizvi was

emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Syed Rizvi requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XVIII**  
**BRIAN WOLIN'S CLAIM OF HOSTILE WORK ENVIRONMENT**  
**DISCRIMINATION BASED UPON RELIGION IN VIOLATION OF TITLE VII**

179. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25, 34 and 35 as if fully set forth herein.

180. Defendant discriminated against Mr. Wolin because he is Jewish, in violation of Title VII, by creating, tolerating and fostering a work environment both hostile and abusive because of religion. Since in or about September, 1996, Defendant's Regional Manager Robert Tant regularly referred to Mr. Wolin as a "jewboy," made anti-Semitic comments, and used offensive stereotypes with regard to Jews; said Regional Manager also queried, in Mr. Wolin's presence: "Who's worse, the niggers or the Jews?"

181. Defendant's aforementioned Regional Manager Tant warned Mr. Wolin that successful Store Managers with Defendant "go to Church on Sunday."

182. Defendant imposed as a condition of Mr. Wolin's continued employment as Store Manager, his submission to the aforementioned MMPI, and his written responses to questions therein regarding his personal religious beliefs and activities. Among the statements/propositions to which Defendant required Mr. Wolin's written responses, were the following:



- a) "I go to church almost every week;"
- b) "I read in the Bible several times a week;"
- c) "Everything is turning out just like the prophets of the Bible said it would;"
- d) "A minister can cure disease by praying and putting his hand on your head;"
- e) "I believe in a life hereafter;"
- f) "I believe there is a Devil and a Hell in afterlife;"
- g) "I believe there is a God;"
- h) "I pray several times every week;"
- i) "Christ performed miracles such as changing water into wine;"
- j) "I feel sure that there is only one true religion;" and,
- k) "I believe in the second coming of Christ;"

183. After Defendant received Mr. Wolin's written responses to the MMPI's foregoing statements/propositions, among others, Defendant demoted Mr. Wolin.

184. The aforementioned unwelcome anti-Semitic comments and slurs, and the inquiries regarding Mr. Wolin's personal religious beliefs and activities, were sufficiently severe and pervasive to affect the terms and conditions of Mr. Wolin's employment, and to create an intimidating, hostile, and offensive work environment in violation of Section 703(a) of Title VII, 42 U.S.C. §2000e-2(a).

185. The effect of the actions complained of as aforementioned has been to deprive Mr. Wolin of equal employment opportunities, and otherwise to adversely affect his status as an employee because of his religion.

186. The unlawful employment practices complained of were intentional.

187. The unlawful employment actions against Mr. Wolin were done with malice or reckless indifference to Mr. Wolin's federally protected rights.

188. After Mr. Wolin's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who is not Jewish.

189. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XIX**  
**BRIAN WOLIN'S CLAIM OF HOSTILE WORK ENVIRONMENT**  
**DISCRIMINATION BASED UPON RELIGION IN VIOLATION OF THE FCRA**

190. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25, 34 and 35 as if fully set forth herein.

191. Defendant discriminated against Mr. Wolin because he is Jewish, in violation of the FCRA, by creating, tolerating and fostering a work environment both hostile and abusive because of religion. Since in or about September, 1996, Defendant's Regional Manager Robert Tant regularly referred to Mr. Wolin as a "jewboy," made anti-Semitic comments, and used offensive stereotypes with regard to Jews; said Regional Manager also queried, in Mr. Wolin's presence: "Who's worst,

the niggers or the Jews?”

192. Defendant’s aforementioned Regional Manager Tant warned Mr. Wolin that successful Store Managers with the Defendant “go to Church on Sunday.”

193. Defendant imposed as a condition of Mr. Wolin’s continued employment as Store Manager, his submission to the aforementioned MMPI, and his written responses to questions therein regarding his personal religious beliefs and activities. Among the statements/propositions to which Defendant required Mr. Wolin’s written responses, were the following:

- a) “I go to church almost every week;”
- b) “I read in the Bible several times a week;”
- c) “Everything is turning out just like the prophets of the Bible said it would;”
- d) “A minister can cure disease by praying and putting his hand on your head;”
- e) “I believe in a life hereafter;”
- f) “I believe there is a Devil and a Hell in afterlife;”
- g) “I believe there is a God;”
- h) “I pray several times every week;”
- i) “Christ performed miracles such as changing water into wine;”
- j) “I feel sure there is only one true religion;” and,
- k) “I believe in the second coming of Christ.”

194. After Defendant received Mr. Wolin’s written responses to the MMPI’s foregoing statement/propositions, among others, Defendant demoted Mr. Wolin.

195. The aforementioned unwelcome anti-Semitic comments and slurs, and the inquiries regarding Mr. Wolin’s personal religious beliefs and activities, were sufficiently severe and pervasive

to affect the terms and conditions of Mr. Wolin's employment, and to create an intimidating, hostile and offensive work environment in violation of Section 703(a) of Title VII, 42 U.S.C. §2000e-2(a).

196. The effect of the actions complained of as aforementioned has been to deprive Mr. Wolin of equal employment opportunities, and otherwise to adversely affect his status as an employee because of his religion.

197. The unlawful employment practices complained of were intentional.

198. The unlawful employment actions against Mr. Wolin were done with malice or reckless indifference to Mr. Wolin's federally protected rights.

199. After Mr. Wolin's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who is not Jewish.

200. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XX**  
**BRIAN WOLIN'S CLAIM OF DISCRIMINATION IN VIOLATION OF SECTION 1981**

201. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25 as if fully set forth herein.

202. Because of his Jewish ancestry and heritage, Mr. Wolin is a member of a racial minority distinct from "white citizens" as the concept of race was understood by Congress at the time of the enactment of 42 U.S.C. § 1981.

203. In violation of 42 U.S.C. § 1981, as amended, Defendant interfered with Mr. Wolin's right to make and enforce contracts by creating a hostile and abusive work environment in which he was harassed, humiliated, degraded, insulted and demoted because of his Jewish heritage. Since in or about September, 1996, Defendant's Regional Manager Robert Tant regularly referred to Mr. Wolin as a "jewboy," made anti-Semitic comments, and used offensive stereotypes with regard to Jews; said Regional Manager also queried, in Mr. Wolin's presence: "Who's worse, the niggers or the Jews?"

204. Defendant's aforementioned Regional Manager Tant warned Mr. Wolin that successful Store Managers with the Defendant "go to church on Sunday."

205. Defendant imposed as a condition of Mr. Wolin's continued employment as Store Manager, his submission to the aforementioned MMPI, and his written responses to questions therein regarding his personal religious beliefs and activities. Among the statements/propositions to which Defendant required Mr. Wolin's written responses, were the following:

- a) "I go to church almost every week;"
- b) "A minister can cure disease by praying and putting his hand on your head;"
- c) "Christ performed miracles such as changing water into wine;" and,
- d) "I believe in the second coming of Christ."

206. Mr. Wolin's written responses to Defendant's foregoing inquiries regarding his personal religious beliefs and activities, among others, were consistent with his Jewish heritage.

207. After Defendant received Mr. Wolin's written responses to the MMPI's foregoing statements/propositions regarding his personal religious beliefs and activities, Defendant demoted Mr. Wolin.

208. Mr. Wolin was demoted because of his Jewish heritage.

209. The unlawful employment practices complained of were intentional.

210. The unlawful employment actions against Mr. Wolin were done with malice or reckless indifference to Mr. Wolin's federally protected rights.

211. After Mr. Wolin was demoted and constructively discharged, Defendant assigned his employment duties to, or otherwise replaced him with, a person not of Jewish heritage,

212. As a direct and proximate result of Defendant's violations of § 1981, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XXI**  
**BRIAN WOLIN'S CLAIM OF RETALIATION IN VIOLATION OF TITLE VII**

213. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25, 34 and 35 as if fully set forth herein.

214. Since in or about September, 1996, Defendant's Regional Manager Robert Tant pressured and harassed Mr. Wolin to discharge from employment "the nigger" and "the terrorist,"

as he frequently referred to Mr. Lee and Mr. Rizvi, respectively.

215. Since in or about September, 1996, Defendant's Regional Manager Robert Tant made offensive comments about Jews and regularly referred to Mr. Wolin as a "jewboy."

216. Mr. Wolin advised Defendant's Regional Manager Tant that there was no cause to discharge either Mr. Lee or Mr. Rizvi because their work performance was satisfactory, and had secured for them raises and bonuses commensurate with satisfactory performance for each and every period with regard to which raises and bonuses were calculated and available for them.

217. Mr. Wolin objected to Regional Manager Tant's offensive comments about Jews.

218. Brian Wolin engaged in protected activity and opposition conduct by telling Defendant's Regional Manager Tant that Mr. Lee's and Mr. Rizvi's work performance did not warrant discharges, and by refusing to discharge said subordinates because of race and national origin, respectively.

219. Brian Wolin engaged in protected activity and opposition conduct by objecting to Regional Manager Tant's offensive comments about Jews.

220. When Mr. Wolin would not summarily discharge Mr. Lee and Mr. Rizvi, Defendant's Regional Manager Tant pressured and harassed Mr. Wolin to demote the "lazy nigger" and the "sand nigger," as he frequently referred to Mr. Lee and Mr. Rizvi, respectively.

221. Brian Wolin engaged in protected activity and opposition conduct by complaining to Defendant's Regional Manager Tant that Mr. Lee's and Mr. Rizvi's work performance did not warrant demotions, and by refusing to demote said subordinates because of race and national origin, respectively.

222. Brian Wolin engaged in protected activity and opposition conduct by complaining about Regional Manager Tant's discriminatory conduct to Defendant's Regional Vice President,

Michael Draughn.

223. Despite his knowledge and notice of the aforementioned discriminatory harassment being affected by Regional Manager Tant, Defendant's Regional Vice President Draughn refused to take any effective action to relieve Mr. Wolin of the discriminatory pressure and harassment he and his subordinates were receiving from Regional Manager Tant.

224. When Mr. Wolin refused to take any adverse employment action against his two subordinates, the Defendant's Regional Manager called each of the two men into Mr. Wolin's office and, in Mr. Wolin's presence, summarily demoted Mr. Lee and Mr. Rizvi.

225. After Mr. Lee and Mr. Rizvi were advised of their demotions by Defendant's Regional Manager Tant, as aforementioned, Mr. Wolin was informed of his own demotion by the Defendant.

226. Mr. Wolin suffered adverse employment action by being subject to more hostile treatment, by being demoted summarily and constructively discharged after his aforementioned complaints.

227. After Mr. Wolin's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who had not engaged in protected opposition conduct.

228. A causal connection exists between Mr. Wolin's protected activity and opposition conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

229. The aforementioned adverse employment action by Defendant subsequent to Mr. Wolin's complaints was intentional, because of his protected activity and opposition conduct.

230. The aforementioned adverse employment action by Defendant was done with malice or reckless indifference to the federally protected rights of Mr. Wolin.

231. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other



employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XXII**  
**BRIAN WOLIN'S CLAIM OF RETALIATION IN VIOLATION OF THE FCRA**

232. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25, 34 and 35 as if fully set forth herein.

233. Since in or about September, 1996, Defendant's Regional Manager Robert Tant pressured and harassed Mr. Wolin to discharge from employment "the nigger" and "the terrorist," as he frequently referred to Mr. Lee and Mr. Rizvi, respectively.

234. Since in or about September, 1996, Defendant's Regional Manager Robert Tant made offensive comments about Jews and regularly referred to Mr. Wolin as a "jewboy."

235. Mr. Wolin advised Defendant's Regional Manager Tant that there was no cause to discharge either Mr. Lee or Mr. Rizvi because their work performance was satisfactory, and had secured for them raises and bonuses commensurate with satisfactory performance for each and every period with regard to which raises and bonuses were calculated and available for them.

236. Mr. Wolin objected to Regional Manager Tant's offensive comments about Jews.

237. Brian Wolin engaged in protected activity and opposition conduct by telling Defendant's Regional Manager Tant that Mr. Lee's and Mr. Rizvi's work performance did not

warrant discharges, and by refusing to discharge said subordinates because of race and national origin, respectively.

238. Brian Wolin engaged in protected activity and opposition conduct by objecting to Regional Manager Tant's offensive comments about Jews.

239. When Mr. Wolin would not summarily discharge Mr. Lee and Mr. Rizvi, Defendant's Regional Manager Tant pressured and harassed Mr. Wolin to demote the "lazy nigger" and the "sand nigger," as he frequently referred to Mr. Lee and Mr. Rizvi, respectively.

240. Brian Wolin engaged in protected activity and opposition conduct by complaining to Defendant's Regional Manager Tant that Mr. Lee's and Mr. Rizvi's work performance did not warrant demotions, and by refusing to demote said subordinates because of race and national origin, respectively.

241. Brian Wolin engaged in protected activity and opposition conduct by complaining about Regional Manager Tant's discriminatory conduct to Defendant's Regional Vice President, Michael Draughn.

242. Despite his knowledge and notice of the aforementioned discriminatory harassment being affected by Regional Manager Tant, Defendant's Regional Vice President Draughn refused to take any effective action to relieve Mr. Wolin of the discriminatory pressure and harassment he and his subordinates were receiving from Regional Manager Tant.

243. When Mr. Wolin refused to take any adverse employment action against his two subordinates, the Defendant's Regional Manager called each of the two men into Mr. Wolin's office and, in Mr. Wolin's presence, summarily demoted Mr. Lee and Mr. Rizvi.

244. After Mr. Lee and Mr. Rizvi were advised of their demotions by Defendant's regional Manager Tant, as aforementioned, Mr. Wolin was informed of his own demotion by the Defendant.

245. Mr. Wolin suffered adverse employment action by being subject to more hostile treatment, by being demoted summarily and constructively discharge after his aforementioned complaints.

246. After Mr. Wolin's constructive discharge, Defendant assigned his duties to, or otherwise replaced him with, a person who had not engaged in protected opposition conduct.

247. A causal connection exists between Mr. Wolin's protected activity and opposition conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

248. The aforementioned adverse employment action by Defendant subsequent to Mr. Wolin's complaints was intentional, because of his protected activity and opposition conduct.

249. As a direct and proximate result of Defendant's unlawful employment practices, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XXIII**  
**BRIAN WOLIN'S CLAIM OF RETALIATION IN VIOLATION OF SECTION 1981**

250. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25 as if fully set forth herein.

251. Since in or about September, 1996, Defendant's Regional Manager Robert Tant

pressured and harassed Mr. Wolin to discharge "the nigger" and "the terrorist," as he frequently referred to Mr. Lee and Mr. Rizvi, respectively.

252. Mr. Wolin refused to discharge Mr. Lee because of his race, and Mr. Rizvi because of his ancestry and ethnic origin, as demanded by Defendant's Regional Manager Tant.

253. Since in or about September, 1996, Defendant's Regional Manager Robert Tant made offensive comments about Jews and regularly referred to Mr. Wolin as a "jewboy."

254. Mr. Wolin objected to Regional Manager Tant's offensive comments about Jews.

255. After Mr. Wolin refused to discriminatorily discharge Mr. Lee and Mr. Rizvi, as aforementioned, Defendant's Regional Manager Tant harassed him to demote Mr. Lee and Mr. Rizvi.

256. Mr. Wolin refused to demote Mr. Lee and Mr. Rizvi because of race, and ancestry and ethnic origin, respectively.

257. Mr. Wolin complained to Defendant's Regional Vice President Michael Draughn about Regional Manager Tant's discriminatory conduct.

258. Brian Wolin engaged in protected activity and opposition conduct by refusing to discharge or demote Mr. Lee and Mr. Rizvi, as aforementioned, by objecting to Regional Manager Tant's offensive comments about Jews, and by complaining about Regional Manager Tant's discriminatory conduct to Regional Vice President Draughn.

259. After Mr. Wolin's objections to, and complaints about, the discriminatory treatment he and his subordinates were receiving from Regional Manager Tant, he was demoted and constructively discharged.

260. After Mr. Wolin's constructive discharge, Defendant assigned his employment duties to, or otherwise replaced him with, a person who had not engaged in protected opposition conduct.

261. A causal connection exists between Mr. Wolin's protected activity and opposition

conduct, and his subsequent demotion and constructive discharge from employment by Defendant.

262. The aforementioned adverse employment action by Defendant subsequent to Mr. Wolin's opposition conduct was intentional, because of his protected activity and opposition conduct.

263. The aforementioned adverse employment action by Defendant was done with malice or reckless indifference to the federally protected rights of Mr. Wolin.

264. As a direct and proximate result of Defendant's unlawful retaliation, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, a loss of wages and other employment benefits, a loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XXIV**  
**BRIAN WOLIN'S CLAIM OF DISCRIMINATION**  
**IN VIOLATION OF THE AMERICANS WITH DISABILITIES ACT**

265. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25, 34 and 35 as if fully set forth herein.

266. In or about October, 1996 Mr. Wolin was required by Defendant to take a 5-hour written examination as a condition of his continued employment as Store Manager. The written examination included more than 500 questions from the Minnesota Multiphasic Personality Inventory test, aforementioned,

267. Among the questions Defendant required Mr. Wolin to answer in writing as a condition of his continued employment as Store Manager were the following:

- a) "I have diarrhea once a month or more;"
- b) "I am troubled by attacks of nausea and vomiting;"
- c) I have a cough most of the time;"
- d) "I am almost never bothered by pains over the heart or in my chest;"
- e) "I have a great deal of stomach trouble;"
- f) "I have never vomited blood or coughed up blood;"
- g) "I have never had a fit or convulsion;"
- h) "I have never had a fainting spell;"
- i) "I seldom or never have dizzy spells;"
- j) "My hearing is apparently as good as that of most people;"
- k) "I frequently notice my hand shakes when I try to do something;"
- l) "I do not have spells of hay fever or asthma;"
- m) "I have had attacks in which I could not control my movements or speech but in which I knew what was going on around me;"
- n) "I have never had any breaking out on my skin that has worried me;"
- o) "I have had blank spells in which my activities were interrupted and I did not know what was going on around me;"
- p) "I was a slow learner in school;"
- q) "At times I have fits of laughing and crying that I cannot control;"
- r) "I have never been paralyzed or had any unusual weakness of any of my muscles;"
- s) "I have to urinate no more often than others;" and,
- t) "I have never noticed any blood in my urine."

268. Defendant's requirement that Mr. Wolin respond to the aforementioned questions,

among others relating to his health, medical history and possible disabilities, did not arise from an event or circumstance such as an injury, poor job performance, or the fact that his job was so physically demanding that periodic evaluations of his fitness were necessary.

269. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, were not job-related.

270. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, were not consistent with any business necessity.

271. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, were unrelated to his ability to perform the essential functions of his job.

272. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities forced him to reveal whether he had any disabilities in violation of the Americans with Disabilities Act. Said inquiries also forced Mr. Wolin to reveal whether he had any health problems and/or medical conditions upon which Defendant might perceive him to have a disability, in violation of the Americans with Disabilities Act.

273. Defendant demoted Mr. Wolin after receiving his responses to the foregoing inquiries, among others relating to his health, medical history and possible disabilities.

274. Defendant's inquiries relating to Mr. Wolin's health, medical history and possible disabilities were intentional, and with malice or reckless indifference to the federally protected rights of Mr. Wolin.

275. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss

of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just and proper.

**COUNT XXV**  
**BRIAN WOLIN'S CLAIM OF DISABILITY DISCRIMINATION**  
**IN VIOLATION OF THE FLORIDA CIVIL RIGHTS ACT**

276. Brian Wolin repeats and realleges each and every allegation contained in paragraphs 1 through 25, 34 and 35 as if fully set forth herein.

277. In or about October, 1996 Mr. Wolin was required by Defendant to submit to a 5-hour written examination as a condition of his continued employment as Store Manager. The written examination included more than 500 questions from the Minnesota Multiphasic Personality Inventory test, as aforementioned..

278. Among the questions Defendant required Mr. Wolin to answer in writing as a condition of his continued employment as Store Manager, were the following:

- a) "I have diarrhea once a month or more;"
- b) "I am troubled by attacks of nausea and vomiting;"
- c) "I have a cough most of the time;"
- d) "I am almost never bothered by pain over the heart or in my chest;"
- e) "I have a great deal of stomach trouble;"
- f) "I have never vomited blood or coughed up blood;"
- g) "I have never had a fit or convulsion;"



- h) "I have never had a fainting spell;"
- i) "I seldom or never have dizzy spells;"
- j) "My hearing is apparently as good as that of most people;"
- k) "I frequently notice my hand shakes when I try to do something;"
- l) "I do not have spells of hay fever or asthma;"
- m) "I have had attacks in which I could not control my movements or speech but in which I knew what was going on around me;"
- n) "I have never had any breaking out on my skin that has worried me;"
- o) "I have had blank spells in which my activities were interrupted and I did not know what was going on around me;"
- p) "I was a slow learner in school;"
- q) "At times I have fits of laughing and crying that I cannot control;"
- r) "I have never been paralyzed or had any unusual weakness of any of my muscles;"
- s) "I have to urinate no more often than others;" and,
- t) "I have never noticed any blood in my urine."

279. Defendant's requirement that Mr. Wolin respond to the aforementioned questions, among others relating to his health, medical history and possible disabilities, did not arise from an event or circumstance such as an injury, poor job performance, or the fact that his job was so physically demanding that periodic evaluations of his fitness were necessary.

280. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, were not job related.

281. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, were not consistent with any business necessity.

282. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, were unrelated to his ability to perform the essential functions of his job.

283. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, forced him to reveal whether he had any disabilities, in violation of the Florida Civil Rights Act.

284. Defendant's foregoing inquiries, among others relating to Mr. Wolin's health, medical history and possible disabilities, forced him to reveal whether he had any health problems and/or medical conditions upon which Defendant might perceive him to have a disability, in violation of the Florida Civil Rights Act.

285. Defendant demoted Mr. Wolin after receiving his responses to the foregoing inquiries, among others relating to his health, medical history and possible disabilities.

286. Defendant's inquiries relating to Mr. Wolin's health, medical history and possible disabilities were intentional, and with malice or reckless indifference to Mr. Wolin's freedom from discrimination based upon disability within the State of Florida.

287. As a direct and proximate result of Rent-A-Center, Inc.'s unlawful employment practices, Mr. Wolin was emotionally harmed, suffered, and will continue to suffer, loss of wages and other employment benefits, loss of earning capacity, damages to his professional reputation, a loss of dignity, a loss of the enjoyment of life, embarrassment, humiliation, and other forms of mental anguish and distress.

WHEREFORE, Brian Wolin requests this Court issue an order against Defendant Rent-A-Center, Inc. awarding him compensatory damages, lost back pay, reinstatement and/or front pay, punitive damages, attorney's fees and costs, together with such other relief as this Court deems just

and proper.


**DEMAND FOR TRIAL BY JURY**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs hereby demand a trial by jury on all issues triable of right by a jury.

Respectfully submitted,

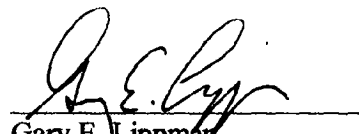
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By:

  
\_\_\_\_\_  
Gary E. Lippman  
Florida Bar No. 0079121

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via U.S. Mail this 18<sup>th</sup> day of January, 2001, addressed as follows: Kenneth L. Gillespie, Trial Attorney, U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Miami District Office, Two South Biscayne Blvd., One Biscayne Tower, Suite 2700, Miami, Florida 33131; and, Lisa Winston Sorrell, Esq., WINSTEAD SECHREST & MINICK, 5400 Renaissance Tower, 1201 Elm Street, Dallas, Texas 75270.

  
\_\_\_\_\_  
Gary E. Lippman