

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

JENETTE HICKS,

CASE NO.:

Plaintiff,

vs.

JURY TRIAL DEMANDED

COMCAST CABLE
COMMUNICATIONS, L.L.C.

Defendant.

COMPLAINT

COMES NOW, the Plaintiff, JENETTE HICKS (hereinafter "Plaintiff"), by and through her undersigned counsel, and brings this action against COMCAST CABLE COMMUNICATIONS, L.L.C. (hereinafter "Defendant"), and as for grounds thereof alleges as follows:

JURISDICTION, VENUE AND NOTICE

1. This action arises under the Constitution and laws of the United States, including Article III, Section 1 of the United States Constitution and is brought pursuant to 42 U.S.C. § 1981 and 42 U.S.C. § 1988, as well as the laws of the State of Florida.
2. The Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331 (federal question), 28 U.S.C. § 1332 (diversity), 28 U.S.C. § 1343 (civil rights), 28 U.S.C. § 2201 (remedy creation) and 28 U.S.C. § 2202 (further relief).
3. This action arises out of the Defendant's violations of state and federal law in its harassing, abusive, and unlawful attempts to sell cable television services to Plaintiff.

4. Venue is proper in this District because the acts and transactions occurred here, and Defendant transacts business here.
5. Defendant has transacted business within the State of Florida by registering itself as a foreign corporation, selling and providing cable television services with Florida, and advertising and marketing its cable television business within Florida.

PARTIES

6. Plaintiff Jenette Hicks is a natural person who resides in the City of Margate, County of Broward, State of Florida.
7. Defendant Comcast Cable Communications, L.L.C., is a cable television and internet service provided doing business from an address of One Comcast Center, Philadelphia, PA 19103, and with a legal service address of Comcast, 1701 JFK Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT.
8. Defendant has registered an agent with the Florida Secretary of State for service of process identified as C T Corporation System, located at 1200 South Pine Island Road, Plantation, FL 33324.

FACTUAL ALLEGATIONS

9. The Plaintiff provides in this Factual Allegations section the general substance of certain factual allegations. The Plaintiff does not intend that this section provide in exact detail, or necessarily in chronological order, any or all allegations. Rather, the Plaintiff intends that this section merely provide the Defendant fair notice of the general nature and substance of the Plaintiff's allegations.
10. At the time of the events giving rise to this complaint, Plaintiff was a 41-year old disabled African American woman with two children, ages 5 and 17.

11. On or about June 22, 2017, Defendant and its agents attempted to sell Defendant cable and internet television services (“cable services”) to Plaintiff by contacting her at her home on her telephone.
12. Plaintiff had previously contracted with the Defendant for cable services but had decided to terminate that service contract and use other services provided by other companies not associated with the Defendant.
13. Defendant and its agents made approximately eight (8) calls to Plaintiff’s home on or about June 22, 2017 in an attempt to initiate, revive, reform, renegotiate and/or restart a contract for cable services with Plaintiff.
14. Defendant’s sales agent, Jane Doe, whose true name and identity are not yet known but who shall hereinafter be referred to as Jane Doe, was initially somewhat friendly.
15. Plaintiff received these eight (8) contract sales calls from Jane Doe on her home phone, which consists of a digital wireless phone with a base station and a digital answering machine.
16. Plaintiff initially identified the Defendant as calling her phone because its name appeared on her Caller ID service.
17. During the course of this series of contract sales calls, Plaintiff spoke with Defendant’s sales agent Jane Doe.
18. Plaintiff tried to politely decline renewing any contract for Defendant’s cable services with Jane Doe before the contract sales conversation became contentious.
19. Plaintiff had previously contracted for Comcast cable services but had cancelled them a few months before these contract sales calls began because she was unsatisfied with the contracted services she was receiving and the contract’s cost.

20. Plaintiff was also upset at having received this contract sales call soliciting a renewal of her previous contract from Defendant's employee Jane Doe, because she was in the middle of her children's meal and private family time.
21. After Plaintiff ended one of the contract sales calls, Defendant's Jane Doe began calling Plaintiff back very soon thereafter, using a "private" telephone number to disguise her identity.
22. Plaintiff once again answered Jane Doe's contract sales call, recognized the voice of Jane Doe and reiterated that she did not want any more sales calls. She then hung up the phone.
23. Despite Jane Doe being told that Plaintiff no longer wanted to contract for Defendant's cable services, and despite Jane Doe being told that Plaintiff wanted no more phone contract sales calls, Doe nevertheless persisted in calling Plaintiff again, repeatedly, at her home in an effort to persuade her to renew her contract with Defendant.
24. Plaintiff again picked up Defendant's contract sales call and simply told Jane Doe that she wanted no more calls and to leave a message, and thereafter Plaintiff hung up.
25. Plaintiff ignored the next contract sales call that came in from Defendant's sales agent, Jane Doe, and instead sat with her children while they finished their meal.
26. While finishing their meal, Plaintiff and her children heard the following message left for the Plaintiff on her digital answering machine from Comcast's sales agent, Jane Doe:

**You got the right woman, nigger!
You talk a lot of shit over the phone, don't you?
Good thing I got your address. NIGGER!**
27. Plaintiff again clearly recognized this voice as that of Defendant's contract sales agent, Jane Doe.
28. Plaintiff was horrified, shocked and humiliated by this racist contract sales call.

29. Plaintiff was afraid for herself and her family.
30. Thereafter, Plaintiff contacted the Margate, Florida Police Department and filed a criminal complaint, Case Number 37-1706-021279.
31. Plaintiff made a full criminal complaint to the Margate Police officer who arrived at her residence.
32. Plaintiff related the facts surrounding of the contract sales call from Defendant and her deep-seated fear about the horrible statement and threats that Jane Doe made about where she lived.
33. Plaintiff also made a telephonic complaint to the Federal Trade Commission and spoke with a person named Brian, who provided her with a case number #85236741.
34. Plaintiff, who is an African American, was left shaken, humiliated and terrified by this experience.
35. Following the call, Plaintiff was afraid in her own home because of the racist threat that had been made against her by Jane Doe during the course of attempting to get Plaintiff to renew a cable services contract with Defendant.
36. After the call, Plaintiff also followed up with Defendant and played this message for an investigator employed by Defendant, named Rafael Nazario at telephone numbers 954-534-7286, 561-882-4428, and with an email address Rafael_nazario@comcast.com.
37. Plaintiff soon thereafter delivered a demand to the Defendant to preserve all evidence related to the above described incident, including but not limited to the Defendant's own recordings of all calls between the Defendant and the Plaintiff.

SUMMARY

38. Plaintiff has suffered a concrete injury in fact that is traceable to Defendant's conduct and

that is likely to be redressed by a favorable decision in this matter.

TRIAL BY JURY

39. Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable pursuant to the 7th Amendment to the United States Constitution.

CAUSES OF ACTION

COUNT I.

**VIOLATION OF FLORIDA DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT**

40. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
41. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce. Section 501.204, Fla. Stat.
42. At all relevant times, Defendant solicited, advertised, offered, and provided goods and services by offering to contract for the sale of cable television and internet services and thereby was engaged in trade or commerce as defined in Section 501.203, Fla. Stat.
43. At all relevant times, Plaintiff was a consumer as defined by Section 501.203, Fla. Stat.
44. Defendant's sales practices, as described in detail in all of the paragraphs above was unfair and deceptive.
45. As a result of Defendant's unfair and deceptive practices, Plaintiff was damaged.

COUNT II.

INTENTIONAL INFLICTION OF SEVERE EMOTIONAL DISTRESS

46. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through

Thirty-nine (39) above as if set forth herein in full.

47. Defendant's conduct as more fully described herein was intentional or reckless with respect to Plaintiff.
48. Defendant intended and directed its conduct toward Plaintiff when it knew or should have known that emotional distress would likely result.
49. Defendant's conduct as more fully described herein was outrageous went beyond all bounds of decency and can only be regarded as odious and utterly intolerable in a civilized community.
50. Defendant's conduct as more fully described herein caused severe and lasting emotional distress in Plaintiff
51. Defendant's conduct as more fully described herein was severe.

COUNT III.

DEFAMATION AND LIBEL *PER SE*

52. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
53. Defendant published a false statement about Plaintiff, namely, by leaving a message on her answering machine calling her a racist slur, which was overheard by both her children and her husband who were third-parties.
54. Defendant published a false statement about Plaintiff, namely, by leaving a message on her answering machine calling her a racist slur, which was also necessarily self-published to the Margate Police Department officers who were third-parties responding to her home as a result of the Defendant's threatening call.
55. Defendant's statement that referred to Plaintiff as a racist slur was patently false and caused

Plaintiff severe trauma and injury in the form of emotional distress, loss of self-worth, and a lowering of her reputation in the community.

56. Defendant's false publication of this racist slur was designed to harm Plaintiff and its natural and proximate consequences necessarily caused injury to the plaintiff in her social, official and business relations of life.
57. Defendant's false publication of this racist slur was a statement tending to subject a Plaintiff to hatred, distrust, ridicule, contempt or disgrace, and was therefore libel *per se*.

COUNT IV.

INVASION OF PRIVACY

58. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
59. Plaintiff had a reasonable expectation of privacy in Plaintiff's solitude, seclusion, private concerns and affairs.
60. Defendant and its agents intentionally and/or negligently interfered, physically or otherwise, with the solitude, seclusion and private concerns of Plaintiff by calling her home telephone, calling her a racist slur, and threatening her after she told Defendant she wanted no more calls.
61. Defendant's racist conduct invaded Plaintiff's family and her relations with her children, her husband.
62. Defendant's racist conduct invaded Plaintiff's life because she necessarily had to involve the police as a direct and proximate result of Defendant's conduct, because of the terrible racist slur and threats which had been made to her at her home.
63. Defendant's racist conduct against Plaintiff resulted in multiple intrusions and invasions of

privacy, which occurred in a way that would be highly offensive to a reasonable person in that position.

64. Defendant's racist conduct was a wrongful intrusion into Plaintiff's private activities, in the manner as to outrage or cause mental suffering, shame, or humiliation to a person of ordinary sensibilities.
65. As a result of such intrusions and invasions of privacy, Plaintiff is entitled to equitable relief to prevent further invasions, compensatory damages, reasonable attorney's fees and punitive damages from Defendant in an amount to be determined at trial.

COUNT V.

NEGLIGENCE

66. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
67. At all material times, Defendant owed a duty to exercise reasonable care in the operation of its business in attempting to sell service contracts for cable television and internet to consumers like Plaintiff.
68. At all material times, Defendant breached its duty of care to Plaintiff, as Defendant was negligent and careless in the operation of its business in attempting to sell service contracts for cable television and internet to consumers like Plaintiff.
69. Defendant was negligent in its to operate its business in a safe and reasonable manner with respect to Plaintiff.
70. As a direct, foreseeable, and proximate result of Defendant's negligence, Plaintiff sustained severe and persistent emotional injuries which manifested themselves physical harm, shock, trauma, sleeplessness, headaches, fear, worry, embarrassment, frustration, sadness, loss of

dignity, loss of self-worth, unhappiness, inconvenience, loss of capacity for the enjoyment of life, and all the elements of damages allowed under Florida law.

71. All of Plaintiff's emotional injuries are permanent and continuing in nature.

COUNT VI.

NEGLIGENT HIRING, RETENTION AND SUPERVISION

72. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
73. Defendant owed a duty to Plaintiff to only hire persons who were qualified to do the job, namely, to engage consumers such as Plaintiff in the selling of its contracts for services consistent with state and federal law.
74. Defendant owed a duty to Plaintiff to retain in employment only persons who were qualified to do the job, namely, to engage consumers such as Plaintiff in the selling of its contracts for services consistent with state and federal law.
75. Defendant owed a duty to Plaintiff to supervise and ensure that its employees and agents treated her only with dignity and respect when attempting to contract with her for the sale of cable television and internet services.
76. Defendant owed a duty to Plaintiff to conduct an adequate pre-employment investigation into its employee's background and failed to do so with respect to Jane Doe.
77. An appropriate investigation of Jane Doe by Defendant would have revealed the unsuitability of the Doe for the particular duty to be performed or for employment in general, namely, selling service contracts for cable television and internet.
78. It was unreasonable for the Defendant to hire the Jane Doe in light of the information it knew or should have known about her.

79. It was unreasonable for the Defendant to retain the Jane Doe in light of the information it knew or should have known about her.
80. Defendant was aware, or should have been aware, that its employee or agent, Jane Doe, was unfit to carry out her duties in attempting to sell cable television and internet contracts to consumers such as Plaintiff.
81. Defendant subsequently failed to take further action against Jane Doe in the form of investigating, reassigning, or discharging her from Doe's duties in selling service contracts to consumers such as Plaintiff despite her obvious unfitness for the job.
82. Defendant was responsible for bringing Jane Doe into contact with Plaintiff despite knowing Doe's predisposition for committing wrong such as making threatening calls and racist slurs on Plaintiff's home answering machine.
83. Defendant failed to adequately supervise Jane Doe to prevent her from calling Plaintiff and making racist threats against her.
84. In hiring Jane Doe, it was reasonably foreseeable for Defendant that resulting harm would occur to consumer's like Plaintiff based upon the information that Defendant knew or should have known about Doe.
85. In retaining Jane Doe, it was reasonably foreseeable for Defendant that resulting harm would occur to consumer's like Plaintiff based upon the information that Defendant knew or should have known about Doe.
86. In failing to properly supervise Jane Doe, it was reasonably foreseeable for Defendant that resulting harm would occur to consumer's like Plaintiff based upon the information that Defendant knew or should have known about Doe.

COUNT VII.

RESPONDENT SUPERIOR LIABILITY

87. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
88. The acts and omissions of Jane Doe, an employee or agent of Defendant, who communicated with Plaintiff as further described herein, were committed within the time and space limits of Doe's agency relationship with her principal, Defendant.
89. The acts and omissions by Jane Doe were incidental to, or of the same general nature as, the responsibilities employees or agents were authorized to perform by Defendant in selling service contracts to consumers like Plaintiff.
90. By committing these acts and omissions against Plaintiff, Jane Doe was motivated to benefit her principal, Defendant.
91. Defendant is therefore liable to Plaintiff through the Doctrine of Respondeat Superior for the intentional and negligent acts, errors, and omissions done in violation of state and federal law by Jane Doe, including but not limited to all of the enumerated violations of state and federal laws as more fully described herein, in her attempts to sell a service contract to Plaintiff.

COUNT VIII.

INJUNCTIVE RELIEF

92. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
93. The 4th Circuit has held:

Far more than a "mere offensive utterance," the word "nigger" is pure anathema to African-Americans. "Perhaps no single act can more quickly alter the conditions of

employment and create an abusive working environment than the use of an unambiguously racial epithet such as ‘nigger’ by a supervisor in the presence of his subordinates.” *Rodgers v. Western–Southern Life Ins. Co.*, 12 F.3d 668, 675 (7th Cir.1993) (citation and internal quotation marks omitted).

Spriggs v. Diamond Auto Glass, 242 F.3d 179, 185 (4th Cir. 2001).

94. One federal court has also held:

The use of the word “nigger” automatically separates the person addressed from every non-black person; this is discrimination *per se*.⁵ As the Supreme Court of Minnesota has stated:

We cannot regard use of the term “nigger” ... as anything but discrimination ... based on ... race.... When a racial epithet is used to refer to a [black] person ..., an adverse distinction is implied between that person and other persons not of his race. The use of the term “nigger” has no place in the civil treatment of a citizen....

City of Minneapolis v. Richardson, 307 Minn. 80, 239 N.W.2d 197, 203 (1976) (finding racial discrimination under state Human Rights Act). Our conclusion on this point is reinforced by the fact that Binyon explicitly distinguished between “human beings” and “niggers.”

Bailey v. Binyon, 583 F. Supp. 923, 927–28 (N.D. Ill. 1984).

95. The act of calling Plaintiff a racial slur, coupled with the threat to her life in the telephone message left for her entire family to hear, was an attempt to utterly degrade and dehumanize Plaintiff in our society.

96. The court should permanently enjoin Defendant and its employees from engaging in communications, acts, and other conduct in selling or attempting to sell its service contracts for cable television and internet in violation of state and federal laws and through the use of racist slurs and threats of violence.

COUNT IX.

VIOLATION OF 42 U.S.C. § 1981 AND THE 13TH AMENDMENT’S PROHIBITION

AGAINST USE BADGES AND INCIDENTS OF SLAVERY

97. Plaintiff realleges and incorporates the allegations set forth in Paragraphs One (1) through Thirty-nine (39) above as if set forth herein in full.
98. Federal law mandates that all persons be treated equally in their ability to make, modify or reject contracts of whatever kind:

§ 1981. Equal rights under the law

(a) Statement of equal rights

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

(b) “Make and enforce contracts” defined

For purposes of this section, the term “make and enforce contracts” includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

(c) Protection against impairment

The rights protected by this section are protected against impairment by nongovernmental discrimination and impairment under color of State law.

42 U.S.C. § 1981.

99. At the time of the complained of events, Plaintiff had the clearly established constitutional right to be free from racial discrimination in her ability to make, modify or reject contracts of whatever kind with Defendant.
100. Plaintiff had an absolute unqualified right to be treated equally by Defendant in its sales practices and a right not to be subjected to a racist slur coupled with a violent threat.
101. Plaintiff’s race was a motivating factor in mistreatment, threats and abuse of Plaintiff by this Defendant.
102. Defendant’s conduct in using a racial slur coupled with a threat of violence was undertaken with the purpose of depriving Plaintiff of the equal protection and benefits of the law, equal

privileges and immunities under the law, and in violation of the 13th Amendment of the United States Constitution.

103. In upholding the right of African Americans to be free from the “badges and incidents” of slavery in their contractual relations, United States Supreme Court held:

At the very least, the freedom that Congress is empowered to secure under the Thirteenth Amendment includes the freedom to buy whatever a white man can buy, the right to live wherever a white man can live. If Congress cannot say that being a free man means at least this much, then the Thirteenth Amendment made a promise the Nation cannot keep.

Jones v. Alfred H. Mayer Co., 392 U.S. 409, 443, 88 S. Ct. 2186, 2205, 20 L. Ed. 2d 1189 (1968).

104. Furthermore, the 10th Circuit has held:

Just as master-on-slave violence was intended to enforce the social and racial superiority of the attacker and the relative powerlessness of the victim, Congress could conceive that modern racially motivated violence communicates to the victim that he or she must remain in a subservient position, unworthy of the decency afforded to other races.

United States v. Hatch, 722 F.3d 1193, 1206 (10th Cir. 2013).

105. It follows necessarily then that an African-American person is free to reject an offer to contract for a product or service without fear of being discriminated against in that rejection, in violation of their rights under the 13th Amendment and other federal civil rights law.
106. In discriminating against Plaintiff during the course of its attempts to sell Plaintiff a further contract for its services, Defendant engaged in the conduct described in this Complaint willfully, maliciously, in bad faith, and in reckless disregard of Plaintiff’s federally protected rights.
107. The acts or omissions of the Defendant as described herein were moving forces behind Plaintiff’s injuries.

108. The acts or omissions of the Defendant as described herein intentionally deprived Plaintiff of her constitutional and statutory rights and caused her other damages.
109. Defendant's conduct in calling Plaintiff a racist slur and threatening her in an attempt to sell her a contract for cable television and internet services was discrimination in violation of the Plaintiff's rights afforded her by the 13th Amendment to the United States Constitution, the Civil Rights Act 1866, and 42 U.S.C. §1981, as amended by the Civil Rights Act of 1991.
110. By the conduct described above, Defendant intentionally deprived Plaintiff of the same rights as are enjoyed by white citizens to the creation, performance, enjoyment, and all benefits and privileges, of her contractual relationship with Defendant, in violation of 42 U.S.C. §1981.
111. As a result of Defendant's discrimination in violation of 42 U.S.C. § 1981, the Plaintiff has been denied an equal and fair opportunity to form, negotiate, or reject, a contract with Defendant for its cable television and internet services, thereby entitling her to injunctive and equitable monetary relief.
112. Plaintiff has suffered anguish, humiliation, distress, inconvenience and loss of enjoyment of life because of Defendant's actions, thereby entitling her to compensatory damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered by this Honorable Court against Defendant as follows:

- (i) As to Count 1 (Florida Deceptive and Unfair Trade Practices), Plaintiff demands a declaratory judgment that Defendant violated the Act and an injunction enjoining future violations of the Act pursuant to Section 501.211(1), Fla. Stat., actual damages for violation

of the Act pursuant to Section 501.211(2), Fla. Stat., monetary damages, an award of attorneys' fees and costs pursuant to Sections 501.211(2) and 501.2105, Fla. Stat.;

(ii) As to Count 2 (Intentional Infliction of Emotional Distress), Plaintiff requests actual damages for Defendant's intentional infliction of emotional distress, as further described herein, in an amount to be determined at trial;

(iii) As to Count 3 (Defamation and Libel *Per Se*), Plaintiff requests actual damages for Defendant's defamation and libel *per se*, as further described herein, in an amount to be determined at trial;

(iv) As to Count 4 (Invasion of Privacy), Plaintiff is entitled to equitable relief to prevent further invasions, compensatory damages, reasonable attorney's fees and punitive damages from Defendant, in an amount to be determined at trial;

(v) As to Count 5 (Negligence), Plaintiff demands judgment for damages against Defendant in excess of the minimal jurisdictional limits of this Court for general negligence, as well as post-judgment interest and the costs of bringing this action as allowed by law, in an amount to be determined at trial;

(vi) As to Count 6 (Negligent Hiring, Retention and Supervision), Plaintiff demands judgment for damages against Defendant in excess of the minimal jurisdictional limits of this Court for negligent hiring, retention, and supervision, as well as post-judgment interest and the costs of bringing this action as allowed by law, in an amount to be determined at trial;

(vii) As to Count 7 (Respondent Superior Liability), Plaintiff demands judgment for damages against Defendant in excess of the minimal jurisdictional limits of this Court under the doctrine of respondent superior for all claims and all counts made herein, as well

as post-judgment interest and the costs of bringing this action as allowed by law, in an amount to be determined at trial;

(viii) As to Count 8 (Injunctive Relief), Plaintiff demands an order from the Court permanently enjoining Defendant and its employees from engaging in communications, acts, and other conduct in selling or attempting to sell its service contracts for cable television and internet in violation of state and federal laws and through the use of racist slurs and threats of violence;

(ix) As for Count 9 (Violation of 43 U.S.C. § 1981 and the 13th Amendment's Prohibition Against Use Badges and Incidents of Slavery), Plaintiff prays that the Court issue a declaratory judgment against Defendant finding that it has violated the Plaintiff's rights under 42 U.S.C. § 1981 by denying and depriving Plaintiff equal and fair treatment in forming, offering, or rejecting Defendant's service contracts on the basis of race or national origin.

(x) As for Count 9 (Violation of 43 U.S.C. § 1981 and the 13th Amendment's Prohibition Against Use Badges and Incidents of Slavery), Plaintiff prays that the Court issue a preliminary and permanent injunction pursuant to 42 U.S.C. § 1981 enjoining Defendant, its officers, agents, employees, and all others acting for or succeeding Defendant, from engaging in the discriminatory sales practices alleged in this complaint that discriminate against Plaintiff or any other person in violation of Section 1981 on the basis of race or national origin.

(xi) As for Count 9 (Violation of 43 U.S.C. § 1981 and the 13th Amendment's Prohibition Against Use Badges and Incidents of Slavery), Plaintiff prays that the Court enter a preliminary and permanent injunction ordering and requiring that Defendant formulate,

institute, adopt and maintain policies and practices which will provide equal opportunities to Plaintiff and all persons in the formation, offering, or rejecting of sales contracts for its cable television and internet services, and which will to the extent practicable remedy the continuing effects of past discrimination against Plaintiff.

(xii) As for Count 9 (Violation of 43 U.S.C. § 1981 and the 13th Amendment's Prohibition Against Use Badges and Incidents of Slavery), Plaintiff prays that the Court award monetary relief to Plaintiff and against Defendant in the form of actual and compensatory damages under 42 U.S.C. § 1981, in an amount to be proved at trial.

(xiii) As for Count 9 (Violation of 43 U.S.C. § 1981 and the 13th Amendment's Prohibition Against Use Badges and Incidents of Slavery), Plaintiff prays that the Court award monetary relief to Plaintiff and against Defendant in the form of her reasonable costs, expenses, expert fees, and attorneys' fees incurred in bringing this action, pursuant to 42 U.S.C. § 1988.

(xiv) Plaintiff prays that the Court award monetary relief to Plaintiff and against Defendant in the form of pre- and post-judgment interest in all monetary amounts awarded in this action, as provided by law.

Dated: June 19, 2018

Respectfully submitted,

Court Keeley, P.A.

/s/ Court E. Keeley

Court E. Keeley, B.C.S.

Fla. Bar No. 23441

169 East Flagler Street, Suite 1633

Miami, Florida 33131

PH: (305) 308-4660

FX: (305) 358-7992

Email: CK@CourtKeeley.com

&

BARRY & HELWIG, L.L.C.

Peter F. Barry, Esq.

Minnesota Attorney I.D. # 0266577

(Pro Hac Vice Pending)

2701 University Ave. SE, Suite 209

Minneapolis, MN 55414-3236

PH: (612) 379-8800

FX: (612) 379-8810

Email: pbarry@lawpoint.com

Attorneys for Plaintiff

VERIFICATION OF COMPLAINT
AND
CERTIFICATION BY PLAINTIFF

I, Jenette Hicks, do hereby affirm that the following statements are true and correct:

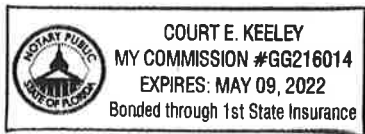
1. I am the Plaintiff in this civil proceeding.
2. I have reviewed the above Complaint prepared by my attorneys and I believe that all of the facts contained therein are true and correct to the best of my personal knowledge.
3. I believe that the Complaint is well grounded in fact and warranted by existing law or by a good faith extension of existing law.
4. This Complaint is not being filed for any improper purpose, such as to harass the Defendant or cause the Defendant to incur unnecessary legal expenses to defend this action.
5. I am bring this action by filing this Complaint in good faith and for the purposes set forth therein.


This Verification is only a brief summary of the relevant facts that I believe are now relevant to this matter.

By: 
Jenette Hicks

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to, affirmed and subscribed before me this 19th day of June, 2018, by Mrs. Jenette Hicks.



By: 
Court E. Keeley, B.C.S.
Notary Public

- (x) Personally known, and/or
- (x) Produced Identification as Follows: FL DL # H200-434-76-767-0.