

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI
ASSOCIATE DIVISION**

GEORGE MITCHELL,

Plaintiff,

v.

PAPA JOHN'S USA, INC.,

Serve at:

Registered Agent CT Corporation System
120 South Central Ave.
Clayton, MO 63105

and

JOSHUA BRUCE,

Serve at:

11306 Windale Dr
St. Ann, MO 63074

Defendants.

Cause No. _____

Division _____

JURY TRIAL DEMANDED

PETITION

COMES NOW Plaintiff George Mitchell ("Plaintiff"), by and through his undersigned counsel, and for his Petition states as follows:

INTRODUCTION

1. This is an action for intentional violations of the Missouri Human Rights Act, Mo. Rev. Stat. § 213 et seq. ("MHRA"), defamation, and intentional interference with an employment relationship.

2. Plaintiff demands a trial by jury on all issues so triable.

JURISDICTION AND VENUE

3. This Court has jurisdiction of all claims, as Defendants Papa John's USA, Inc. ("Papa John's") and Joshua Bruce ("Bruce") discriminated, defamed, and retaliated against Plaintiff, a resident of Missouri, related to his work at Papa John's business in St. Louis, Missouri from approximately November 2019 to July 5, 2020.

4. The discrimination, harassment, retaliation, and defamation Plaintiff suffered thus damaged Plaintiff in Missouri.

PARTIES

5. Plaintiff is a natural person currently residing in Missouri.

6. From approximately November 2019 to approximately July 14, 2020, Plaintiff was employed by Papa John's.

7. At all times relevant, Plaintiff's job duties were as a delivery driver or as an in-store cook or cashier. Plaintiff delivered food, prepared food, and performed other menial tasks as assigned by Papa John's.

8. Defendant Bruce is a natural person currently residing in Missouri. At all times relevant, he was Papa John's employee and was Plaintiff's direct supervisor.

9. Papa John's was solely responsible for paying Plaintiff for the work that Plaintiff performed.

10. Papa John's had the sole authority to hire or fire Plaintiff.

11. Papa John's provided Plaintiff with all of the tools and equipment necessary to perform his job functions. This equipment consisted of ingredients, cooking equipment, cleaning materials, and other restaurant equipment.

12. Papa John's made the decisions about the conditions of Plaintiff's work, and the Plaintiff performed for the benefit of Papa John's.

13. At all times relevant, Papa John's was Plaintiff's employer within the meaning of Mo. Rev. Stat. § 213.010(8).

14. At all times relevant, Plaintiff was Papa John's employee and otherwise has standing to bring this claim pursuant to the MHRA.

FACTS

15. Plaintiff is a black man.

16. On or about November 4, 2019, Papa John's hired Plaintiff to deliver pizzas and other food items and to perform any other tasks assigned by Papa John's relating to its restaurant operations.

17. At all times relevant, all of Plaintiff's supervisors were white men.

18. On or about February 1, 2020, Papa John's hired a female employee ("Jane Doe").

19. Jane Doe is black.

20. After Papa John's hired Jane Doe, its store shift manager, Bruce, a white male, told Plaintiff that he "claimed her." Upon information and belief, Bruce's act of "claiming" Jane

Doe was meant as a demand that no one else was allowed to attempt to court or otherwise engage in a sexual relationship with her.

21. At all times relevant, Bruce had the authority to hire, fire, promote, discipline, reassign duties, and otherwise make significant changes in the employment status of Plaintiff.

22. In addition to “claiming” Jane Doe, Bruce demanded that Plaintiff act as an intermediary or “wing man” between Bruce and Jane Doe to convince Jane Doe to have a sexual relationship with Bruce.

23. Upon information and belief, Bruce’s demands to Plaintiff were because Plaintiff was a black man, and Jane Doe expressed to Bruce a preference for dating black men.

24. Bruce had grown frustrated with rejection, as he was unable to convince Doe to date him by providing expensive gifts and employment-related perks such as favorable work shift assignments.

25. Plaintiff, in an effort to keep his job, told Bruce he would talk to Jane Doe, with whom he had a good relationship.

26. Shortly thereafter, Plaintiff talked with Jane Doe. Jane Doe told Plaintiff that she did not want to be in any relationship with Bruce and did not want Bruce to continue his advances, gifts, gratuitous shift schedules, which Bruce had been doing.

27. Bruce even forcefully attempted to kiss Jane Doe.

28. Upon information and belief, Bruce also made advances towards other female employees or otherwise harassed them.

29. After Plaintiff's conversation with Jane Doe, he told Bruce that Jane Doe did not want his advances and felt that Bruce was harassing her. Plaintiff himself told Bruce to stop treating Doe in harassing fashion.

30. Upon information and belief, Jane Doe had even told Bruce that his advances were unwelcome and had complained to Bruce's supervisors about his unwanted sexual advances.

31. Thereafter, Plaintiff told Bruce that Jane Doe did not want a relationship with him, she did not want him to continue his advances, and that Plaintiff did not want to be an intermediary between Bruce and Jane Doe.

32. This enraged Bruce, who began efforts to get Plaintiff terminated.

33. Bruce's behavior became more erratic and strange.

34. Shortly before Plaintiff's termination, Bruce told Plaintiff while they were both at work that white people, and not black people, created western civilization and that black men having sex with white women would "drive us (whites) to an inevitable point where we (white) force you (blacks) out." Bruce's inelegant solution to this "problem" was that Bruce, a white man, should have sex with Jane Doe, a black woman, in order to balance out the racial scales.

35. Bruce also claimed to Plaintiff, while they were both at work, that once a white woman has sexual relations with a black man, she is "pretty much dead to her race."

36. Bruce further told Plaintiff that most black men abuse white women after impregnating them.

37. Bruce sent Plaintiff photos of Bruce's slit wrists in an effort to convince Plaintiff that if Plaintiff could not broker a sexual relationship between Bruce and Jane Doe that Bruce was going to kill himself.

38. Plaintiff told Bruce that his comments and conduct were racist and totally inappropriate for the workplace.

39. Upon information and belief, although he knew that his comments were racist and discriminatory, Bruce's anger with Plaintiff increased.

40. Upon information and belief, in addition to Plaintiff complaining about Bruce's sexual harassing and racist comments and behavior, other employees complained to Bruce's supervisors and Papa John's management about the same.

41. Upon information and belief, Bruce's supervisors and Papa John's management over the area containing the St. Louis are all caucasian.

42. The above further enraged Bruce, who began engaging in further acts of discrimination and retaliation.

43. Upon information and belief, despite being advised of Bruce's unlawful comments and conduct, Papa John's management did nothing to consult, instruct, or otherwise discipline or correct Bruce's behavior.

44. Alternatively, to the extent Papa John's did anything to attempt to correct Bruce's behavior, it was deficient.

45. As a result of Plaintiff's complaints about Bruce's unlawful, racist comments, and complaints about Bruce's sexual harassment of Jane Doe and other female employees, Bruce

started removing Plaintiff from the work schedule or otherwise not scheduling or allowing Plaintiff to work his regular, customary hours.

46. Additionally, or alternatively, Bruce started removing Plaintiff from the work schedule or otherwise not scheduling or allowing Plaintiff to work his regular, customary hours because he was a black man.

47. Upon information and belief, Bruce's sexual harassment of Jane Doe and other women continued.

48. When Plaintiff raised the issue with Bruce and Papa John's, Bruce doubled down, and accused Plaintiff of a variety of misconduct and criminal conduct.

49. Upon information and belief, Bruce alleged to his supervisors that Plaintiff started a fight with Bruce and threatened Bruce with a gun.

50. Bruce's allegations were false and were made in furtherance of his discriminatory and retaliatory scheme to punish Plaintiff.

51. On or about July 14, 2020, Papa John's terminated Plaintiff without giving a reason.

52. Upon information and belief, the motivating factor to Papa John's decision to refuse to allow Plaintiff to work his scheduled shifts was Plaintiff's race.

53. Upon information and belief, the motivating factor to Papa John's decision to terminate Plaintiff was Plaintiff's race.

54. Alternatively, upon information and belief, the motivating factor of Papa John's decision to refuse to allow Plaintiff to work his scheduled shifts was because Plaintiff exercised his rights by opposing racial discrimination to Papa John's.

55. Alternatively, upon information and belief, the motivating factor of Papa John's decision to terminate Plaintiff was because Plaintiff exercised his rights by opposing racial discrimination to Papa John's.

56. Alternatively, upon information and belief, the motivating factor to Papa John's decision to refuse to allow Plaintiff to work his scheduled shifts was Plaintiff's exercising his rights by opposing sexual harassment to Papa John's.

57. Alternatively, upon information and belief, the motivating factor of Papa John's's decision to terminate Plaintiff was because Plaintiff exercised his rights by opposing sexual harassment.

58. Alternatively, upon information and belief, Papa John's terminated Plaintiff because of Bruce's allegations that Plaintiff threatened him with a gun and started a fight with him, even though Bruce's true intentions were to get Plaintiff terminated because he was black, spoke out against Bruce's racially-discriminatory conduct, and complained of Bruce's sexual harassment of female employees.

59. After Papa John's terminated Plaintiff's employment, Bruce doubled down on his scheme to destroy Plaintiff's reputation and began posting on social media, instructing anyone who saw Plaintiff to contact the police department because Plaintiff was "wanted for questioning regarding terroristic threats and harassment."

60. Bruce further alleged that Plaintiff threatened him at work, continued harassing him, and phoned Bruce's house, and "whispered how we were dead motherfuckers."

61. None of this was true.

62. Bruce continued by stating that Plaintiff's conduct was illegal, Plaintiff "would be held accountable for that[,]” and that not having a job “will be the least of [] [Plaintiff's] worries.”

63. Bruce's statements were false, unjustified, and made in bad faith.

64. Bruce's allegations were intended to, and did in fact, cause harm to Plaintiff's reputation, and impute him with crimes of assault, battery, and acts of terrorism.

65. Bruce's allegations did in fact harm Plaintiff's reputation, and were defamatory per se.

COUNT I - RACE DISCRIMINATION

Missouri Human Rights Act **(Plaintiff v. Papa John's USA, Inc.)**

66. Plaintiff incorporates, by reference, all prior paragraphs as if fully stated herein.

67. In violation of Missouri Human Rights Act, Mo. Rev. Stat. § 213.055, Papa John's engaged in racial discrimination by refusing to allow Plaintiff work on his regularly scheduled shifts, and Plaintiff's race played a part, or was otherwise a motivating factor in Papa John's decision.

68. Papa John's knew that the refusal to allow Plaintiff to work his regularly scheduled shifts was in violation of the law prohibiting race discrimination, or acted in reckless disregard of that law.

69. In violation of Missouri Human Rights Act, Mo. Rev. Stat. § 213.055, Papa John's terminated Plaintiff, and Plaintiff's race played a part, or was otherwise a motivating factor in Papa John's decision.

70. Papa John's knew that terminating Plaintiff was in violation of the law prohibiting race discrimination, or acted in reckless disregard of that law.

71. Papa John's is liable to pay Plaintiff's attorneys' fees and costs.

72. As a result of Papa John's discrimination, Papa John's is liable to Plaintiff for backpay, compensatory damages, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, reinstatement, front pay, lost wages, pecuniary and non-pecuniary damages, and punitive damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and award Plaintiff for lost wages, fringe benefits, front pay, compensatory damages, future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, other non pecuniary losses, punitive damages, the full amount of his consequential damages, and remit court costs, attorneys' fees, and all other and further relief that the Court deems just and proper.

COUNT II - RETALIATION FOR OPPOSITION TO RACIAL DISCRIMINATION

Missouri Human Rights Act
(Plaintiff v. Papa John's USA, Inc.)

73. Plaintiff incorporates, by reference, all prior paragraphs as if fully stated herein.

74. Plaintiff complained to Papa John's that he was being harassed on the basis of race.

75. Plaintiff reasonably believed that he was being harassed on the basis of race.

76. As a result of Plaintiff complaining, Papa John's refused to allow Plaintiff to work his regularly scheduled shift and terminated him.

77. Papa John's refusal to allow Plaintiff work his shifts might well dissuade a reasonable worker in the same or similar circumstances from making or supporting a charge of racial discrimination.

78. Papa John's termination of Plaintiff might well dissuade a reasonable worker in the same or similar circumstances from making or supporting a charge of racial discrimination.

79. Papa John's would not have refused to allow Plaintiff to work his shifts but-for Plaintiff's complaint of discrimination.

80. Papa John's would not have terminated Plaintiff but-for Plaintiff's complaint of discrimination.

81. Papa John's above conduct was in violation of Mo. Rev. Stat. § 213.070.

82. Papa John's is liable to Plaintiff for legal and equitable relief, including: employment, reinstatement, promotion, front pay, compensatory damages, including compensatory damages for mental anguish and emotional distress, prejudgment interest, and punitive damages.

83. Papa John's wrongful discharge of Plaintiff has damaged Plaintiff, such that Plaintiff has suffered emotional distress, anxiety, frustration, and worry, a substantial loss of money, and has had to expend significant court costs and attorneys' fees as a result of Papa John's actions set forth herein.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and award Plaintiff for lost wages, fringe benefits, front pay, future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, other non pecuniary losses, punitive damages, the full amount of his consequential damages, and remit court costs, attorneys' fees, and all other and further relief that the Court deems just and proper.

COUNT III - RETALIATION FOR OPPOSITION TO SEXUAL HARASSMENT
Missouri Human Rights Act
(Plaintiff v. Papa John's USA, Inc.)

84. Plaintiff incorporates, by reference, all prior paragraphs as if fully stated herein.

85. Plaintiff complained to Papa John's that a female employee was being harassed on the basis of sex.

86. Plaintiff reasonably believed that the female employee was being harassed on the basis of sex.

87. As a result of Plaintiff complaining, Papa John's refused to allow Plaintiff to work his regularly scheduled shift and terminated him.

88. Papa John's refusal to allow Plaintiff work his shifts might well dissuade a reasonable worker in the same or similar circumstances from making or supporting a charge of sexual harassment.

89. Papa John's termination of Plaintiff might well dissuade a reasonable worker in the same or similar circumstances from making or supporting a charge of sexual harassment.

90. Papa John's would not have refused to allow Plaintiff work his shifts but-for Plaintiff's complaint of harassment.

91. Papa John's would not have terminated Plaintiff but-for Plaintiff's complaint of harassment.

92. Papa John's above conduct was in violation of Mo. Rev. Stat. § 213.070.

93. Papa John's is liable to Plaintiff for legal and equitable relief, including: employment, reinstatement, promotion, front pay, compensatory damages, including compensatory damages for mental anguish and emotional distress, prejudgment interest, and punitive damages.

94. Papa John's wrongful discharge of Plaintiff has damaged Plaintiff, such that Plaintiff has suffered emotional distress, anxiety, frustration, and worry, a substantial loss of money, and has had to expend significant court costs and attorneys' fees as a result of Papa John's actions set forth herein.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and award Plaintiff for lost wages, fringe benefits, front pay, future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, other non pecuniary losses, punitive damages, the full amount of his consequential damages, and remit court costs, attorneys' fees, and all other and further relief that the Court deems just and proper.

COUNT IV - DEFAMATION
(Plaintiff v. Joshua Bruce)

95. Plaintiff incorporates, by reference, all prior paragraphs as if fully stated herein.

96. On or about July 2020, Bruce composed, wrote, and sent a communication to third parties stating that Plaintiff started a fight with him and threatened to harm him with a gun.

97. Alternatively, on or about July 2020, Bruce verbally told third parties that Plaintiff started a fight with him and threatened to harm him with a gun.

98. On or about July 2020, Bruce composed, wrote, and sent a communication to third parties stating that Plaintiff that Plaintiff had threatened and harassed Bruce or others.

99. Plaintiff did not start a fight, threaten, or harrass Bruce or others.

100. Bruce intended to harm Plaintiff by publishing, in written form and orally, false statements that he recognized or should have recognized were likely to harm Plaintiff.

101. Bruce was at fault for publishing the statements described herein and knew or should have known that the statements were false when published because Bruce did nothing to verify the veracity of his statements or intentionally made the statements knowing the statements were false.

102. The statements described herein are defamatory in that they tended to deprive Plaintiff of his otherwise good reputation for being a good employee and his personal business associations.

103. Bruce published the defamatory statements with knowledge that they were false or with reckless disregard for whether they were true or false, at a time when Bruce had or should have had serious doubts about whether they were true.

104. As a direct result of the publication of the statements described herein, Plaintiff has been damaged in reputation and has incurred other damages including but not limited to the termination of his employment, missed work and wages, frustration, stress, anxiety, and agitation.

105. Bruce's conduct in publishing the statements described herein was done with knowledge that the statements were false or with reckless disregard for whether the statements were true, thereby warranting an award of punitive damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and award Plaintiff for actual damages, punitive damages, and remit court costs, attorneys' fees, and all other and further relief that the Court deems just and proper.

COUNT V - TORTIOUS INTERFERENCE WITH EMPLOYMENT RELATIONSHIP
(Plaintiff v. Joshua Bruce)

106. Plaintiff incorporates, by reference, all prior paragraphs as if fully stated herein.

107. Before July 2020, Plaintiff had a valid and reasonable expectation of maintaining his employment relationship with Defendant Papa John's, because he had been a good employee and had a good relationship with Papa John's.

108. When Bruce falsely accused Plaintiff of threatening and harrasing Bruce as set forth above, Bruce knew that Plaintiff had a valid employment relationship with Papa John's.

109. When Bruce discriminated against Plaintiff on the basis of race and retaliated against Plaintiff for opposing sexual harassmt and racial discrimination as set forth above, Bruce knew that Plaintiff had a valid employment relationship with Papa John's.

110. Bruce knew that Plaintiff had a good relationship with Papa John's as he had seen Plaintiff's dedication to Papa John's firsthand.

111. Bruce knew interference with Plaintiff's employment relationship was certain or substantially certain to occur as a result of Bruce's false allegations that Plaintiff threatened and harassed him, as set forth above.

112. Bruce likewise knew interference with Plaintiff's employment relationship was certain or substantially certain to occur as a result of Bruce's discriminatory and retaliatory conduct, as set forth above.

113. Plaintiff would not have been taken off shifts, sent home, or terminated but for the actions taken by Bruce, individually, and through any of his agents, employees, or representatives.

114. There is no justification for Papa John's action which had the effect of ruining his continued employment and employment relationship with Papa John's.

115. Plaintiff has incurred actual damages including, loss of employment, lost wages, wasted time, frustration, stress, anxiety, and agitation.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and award Plaintiff for actual damages, punitive damages, and remit court costs, attorneys' fees, and all other and further relief that the Court deems just and proper.

Respectfully submitted,

Ross & Voytas, LLC

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