

IN THE IOWA DISTRICT COURT FOR CERRO GORDO COUNTY

VICTORIA BOWYER,	:	LAW NO. _____
	:	
Plaintiff,	:	
	:	PETITION AT LAW
vs.	:	
	:	AND JURY DEMAND
BAKER FLORAL, LLC.,	:	
NANCY UMPHRESS, Individually	:	
GARY BRIGGS Individually	:	
	:	
Defendants	:	

COMES NOW Plaintiff, Victoria Bowyer, by and through her attorney Richard S. Piscopo, Jr. of the Yunek Law Firm and for her cause of action against Defendants, STATES as follows:

JURISDICTION AND VENUE

1. This is an action authorized and instituted pursuant to the Iowa Civil Rights Act, Iowa Code §216 et. seq.
2. The venue is appropriate in this Court, Iowa Code Chapter 216.16(4) (2005) because the unfair or discriminatory practice occurred in Cerro Gordo County. The amount in controversy exceeds the jurisdictional requirements of the Iowa District Court in and for Cerro Gordo County.

PARTIES

3. Plaintiff is a citizen and resident of Mason City, Cerro Gordo County, Iowa. Upon information and belief, Defendant Baker Floral is an Iowa Limited Liability

Company, for profit business with its home office in Mason City, Iowa.

4. Upon information and belief, Nancy Umphress is and was at all times a citizen of Cerro Gordo County, an owner of Baker Floral, LLC and in a supervisory position of both Plaintiff and Co-Defendant Gary Briggs who personally participated in the unlawful employment actions set forth herein.

5. Upon information and belief, Gary Briggs is and was at all times a citizen of Cerro Gordo County an employee of Baker Floral, LLC working under the supervision of Co-Defendant Nancy Umphress and who also personally participated in the unlawful employment actions set forth herein.

CONDITIONS PRECEDENT

6. Plaintiff filed with the Iowa Civil Rights Commission a Complaint, within 300 days from the date of the last act of sexual harassment, hostile work environment and constructive discharge Defendants. See a copy of the complaint filed on December 20, 2018 and attached hereto as Exhibit "A", ICRC CP#12-18-72975.

7. Plaintiff received a Letter of Right-to-Sue from the Iowa Civil Rights Commission on June 19, 2019, attached hereto as Exhibit "B", ICRC CP#12-18-72975

FACTS COMMON TO ALL COUNTS

8. Plaintiff incorporates by reference Paragraphs 1 through 7 as if set out fully herein.

9. Umphress was and is the owner of Baker Floral, LLC.
10. From August 21, 2017 until August 27, 2018 Plaintiff was employed by Baker.
11. During that time Nancy Umphress was the owner of Baker and Briggs was employed by Baker.
12. During the time of her employment, Plaintiff was subjected to unwelcome and illegal sexual comments resulting in an inhospitable and hostile work environment.
13. In May 15, 2018 Co- Defendant Briggs, made disparaging comments in front of Plaintiff and others including, but not limited to, “We should put Tori (Plaintiff) in a lantern and in a bathing suit and all the guys would come in.”
14. Even more troubling is that Co-Defendant and owner of Baker, Nancy Umphress commented that the store should put Tori (Plaintiff) out on the median in front of Baker Floral holding a sign that says “Honk if you’re Horny.”
15. Plaintiff shared with Umphress the comment that Mr. Briggs had made to her earlier and Umphress provided no response to Plaintiff nor took any actions against Briggs.
16. The following week on May 24, 2019 and after being required to ride in the delivery van with Gary Briggs, and after notifying Umphress of Briggs’ inappropriate actions, Briggs once again made an inappropriate comment to Plaintiff stating “So I guess you’ll be in your bathing suit.”
17. Plaintiff shared these instances with her fellow employees including Linda

Vaage, Jamie Schultz and Linda Winters. They all acknowledged the fact that Briggs says inappropriate things to women but attributed it to Briggs being “stupid.”

18. The following morning Plaintiff once again approached Umphress to discuss Briggs’ recent behavior and comments to her. She told Umphress that she did not approve of the comments and they made her feel extremely uncomfortable and sick to her stomach. Nearly a week went by and Umphress failed to do any investigation or respond to Plaintiff’s concerns.
19. Instead of handling the situation herself, as the owner, she asked an employee, Linda Winters to text Briggs that Plaintiff did not like the things that he was saying to her. Umphress even admitted to Plaintiff that texting “was not the way it should have been handled.”
20. Subsequent to that text message, Briggs started making comments to Plaintiff such as “I want to tell you how good you look today but I hear that is sexual harassment.” This behavior continued for several more months and also included him getting within inches of her ear and whispering “Tori, Tori, Tori.” He would tell her about movies that he had seen and describe the beautiful actress as “This girl looked just like you, Oh My God.”
21. Incredibly, Plaintiff was still required by Umphress to go on deliveries with Briggs. On the way back from a delivery to a church, Briggs once again commented on the fact that Plaintiff should be holding a sign on the highway median. At one time, Plaintiff was talking to a fellow employee named Lisa

when Briggs stated “You can use your charm on me. At least I can fantasize.”

Lisa commented to Plaintiff, “He just doesn’t get it.”

22. Despite Plaintiff telling Umphress about these incidents she was still required to work with Briggs the entire day. In fact, Umphress commented to Plaintiff that she would not speak to Briggs that day because “I don’t want to make him feel uncomfortable. I’ll talk to him tomorrow,” worrying how Briggs may feel rather than Plaintiff.
23. Despite the above-referenced behaviors, Umphress texted Plaintiff on a Saturday asking her to come in and work with Briggs at which time she refused. The only reason that Briggs was terminated was because Plaintiff had given her two weeks notice when her working conditions became intolerable. Evidently, after he was terminated, the personal information of many of the female employees was found on Mr. Briggs’ clipboard.
24. All of the above was done buy Briggs and fully known by Umphress as owner of Baker Floral, LLC.

COUNT I- SEXUAL HARASSMENT

25. Plaintiff incorporates as if realleged Paragraphs 1 through 24 as if set out fully herein.
26. Plaintiff is a female.
27. Defendants are all “persons” as defined in Iowa Civil Rights Act, Iowa Code Chapter 216 et. seq.
28. As owner, Umphress was in a supervisory and controlling position of Plaintiff

Briggs and allowed the illegal sexual harassment to continue until Plaintiff's ultimate constructive discharge.

29. Because of Briggs' harassment of Plaintiff, she experienced stress and anxiety to the extent that she had to seek professional treatment while still employed by Baker and Umphress and continued treatment after leaving their employ.
30. Defendants discriminated against Plaintiff solely because she is a woman.
31. Briggs' conduct towards Plaintiff was unwelcome.
32. Defendant's harassment of Plaintiff affected a term, conditions and privilege of Plaintiff's employment
33. As a proximate cause of Defendants' discriminatory conduct, Plaintiff has been damaged.

COUNT II - CONSTRUCTIVE DISCHARGE

34. Plaintiff incorporates as if realleged Paragraphs 1 through 33 as if set out fully herein.
35. Defendant Briggs sexual harassment of Plaintiff and Defendant Umphress's failure to prevent and address the sexual harassment resulted in Plaintiff no longer being able to tolerate her working environment. As a result, Plaintiff had no other option than to resign her employment and seek professional help for the damages that she suffered.
36. As a proximate cause of Defendants' discriminatory conduct, Plaintiff has been damaged.

COUNT III- NEGLIGENCE (vs. Baker Floral, LLC. And Nancy Umphress)

37. Plaintiff incorporates as if realleged Paragraphs 1 through 36 as if set out fully herein.
38. Defendants knew of Briggs' sexually inappropriate comments and behavior. Plaintiff sought help from Defendant on many occasions. Other female employees also verified Briggs' behavior.
39. Despite being told on numerous occasions of Brigg's behavior, Defendant's failed to take any action to discipline Briggs and protect Plaintiff from further harassment. As a result, the harassment continued ultimately causing Plainiff to resign her position.
40. There was no employee handbook provided to employees and no policies in place against sexual harassment or harassment of any kind.
41. Based upon the past behavior of Briggs towards other female employees, it was foreseeable that Briggs would have engaged in sexually harassing behavior towards Plaintiff.
42. Defendants failed to take reasonable care to train and supervise Briggs and other employees to prevent continued sexual harassment in the work place.
43. Defendants were negligent in supervising or otherwise controlling Briggs' behavior and conduct and for failing to stop it immediately upon learning of said behavior from Plaintiff.
44. As a proximate cause of Defendants' failure to take prompt remedial action to stop Briggs' harassing conduct, Plaintiff has been damaged.

RELIEF REQUESTED

WHEREFORE, Plaintiff, Victoria Bowyer, demands damages against Defendants Briggs and Umphress individually and in Umphress's capacity of owner of Baker Floral, LLC and against Baker Floral, LLC. for mental anguish, humiliation, emotional distress, compensatory relief, attorney fees and costs and other losses occasioned by his wrongful termination.

JURY DEMAND

Plaintiff, Victoria Bowyer, demands trial by jury on all triable issues in this matter.

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