

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION**

**DARA COOLEY,**

**Plaintiff,**

**vs.**

**Case No. :**

**THE WILKES FIRM, P.A., a  
Florida corporation,**

**Defendant.**

\_\_\_\_\_ /

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, DARA COOLEY, by and through her undersigned counsel, hereby sues Defendant, THE WILKES FIRM, P.A., a Florida corporation ("Defendant"), and alleges as follows:

**NATURE OF ACTION**

1. This is an action for damages the value of which exceeds \$30,000, exclusive of pre-judgment interest, costs, and attorney's fees.

**JURISDICTION AND VENUE**

2. Plaintiff has performed all conditions precedent necessary to the maintenance of this action or such conditions precedent have been waived, including the filing of a charge of discrimination with the Equal Employment Opportunity Commission and Florida Commission on Human Relations alleging sexual harassment and retaliation.
3. Plaintiff was a resident of Pinellas County, Florida at all times material to this

action.

4. At all times material to this action, Plaintiff was a member of the Florida Bar. Plaintiff was admitted to practice law as a member of the Florida Bar in 2011.
5. At all times relevant to this action, Defendant was a covered employer within the meaning of the Florida Civil Rights Act.
6. Defendant is engaged in the practice of law and has its main office in Hillsborough County, Florida. Defendant's business address is 1 N Dale Mabry Hwy Ste 700, Tampa, FL 33609-2755.
7. Venue is proper in Hillsborough County.

#### **FACTUAL ALLEGATIONS**

8. Plaintiff commenced employment with Defendant as an associate attorney in 2013.
9. In 2013, Defendant had two shareholders, one of whom was James Wilkes II ("Wilkes").
10. Wilkes was born in 1950 and was admitted to practice law in Florida in 1984.
11. Defendant practices plaintiff-side law in the area of personal injury and nursing home litigation.
12. Plaintiff actively litigated hundreds of nursing home abuse cases during her employment with Defendant.
13. From 2017-2021, Plaintiff was recognized as a Super Lawyers Florida Rising Star for General Litigation.
14. Beginning January 1, 2019, Wilkes was Defendant's sole shareholder, chief executive officer and President upon the retirement of his former law partner.

15. On July 4, 2019, Wilkes telephoned Plaintiff to spend time with him at his mansion in Tampa where Wilkes was living alone and was actively seeking a sexual partner. Plaintiff declined the invitation not only because she had other plans but because she believed Wilkes would make unwanted sexual advances exploiting his power over Plaintiff and the control he has over his law firm.
16. Wilkes made explicit sexual advances upon Plaintiff in September 2019 through private direct messages on the Instagram application after viewing Plaintiff's Instagram page.
17. On September 25, 2019, Wilkes and Plaintiff exchanged the following direct messages on the Instagram app:

[Wilkes:] Do you have any interest in a private relationship as well?

[Cooley:] How would you define private relationship?

[Wilkes:] Wy wife and I have been separated 3 years. We have the slowest collaborative dissolution Attys, CPAs, in history. **I spend a lot of time alone.** I don't know what a relationship looks like anymore. I do want to have more fun, and I like **a female companion** . . . Someone to travel with, talk to, **touch**. Enjoy life with basically. . .

[Cooley:] I appreciate your rsponse. Although, I keep my personal life and relationships separate from my career. **While I am flattered, it's best to keep clear boundaries.**
18. Plaintiff was not flattered at all. She was deeply alarmed that Wilkes had targeted her to provide him sexual favors.
19. In 2020, Wilkes continued to express interest in forming a sexual relationship with Plaintiff even though he knew Plaintiff was not interested.
20. Wilkes was persistent and did give up. Wilkes made further sexual advances.
21. On March 3, 2021, at 7:13 am, Wilkes sent Plaintiff a text message asking: "**You**

**awake.**” At 9:06 am, Plaintiff responded “Good morning.” Sometime within the next hour before 10:18 am, Wilkes verbally told Plaintiff that he had become very impressed with her work and that he was actively considering her for an equity partner position. Plaintiff told Wilkes that she was very interested.

22. On March 5, 2021, Wilkes terminated the employment of Mr. Rainey Booth, Defendant’s Managing Attorney.
23. On March 7, 2021, Wilkes informed Plaintiff that Mr. Booth had been discharged two days earlier.
24. On Friday evening, March 12, 2021, Wilkes sent Plaintiff a text message at 10:29 pm which stated: “**Call me when you can.**” Plaintiff knew Wilkes wanted a return call that night.
25. Plaintiff called Wilkes back as he requested. In the conversation that ensued, Wilkes offered Plaintiff the Managing Attorney position to replace Mr. Booth. This position would have doubled or tripled Plaintiff’s annual compensation.
26. In this same conversation, Wilkes indicated that the offer was conditional. Wilkes informed Plaintiff that she would have to have sexual intercourse to get and keep the position. Wilkes stated: “**We’re Gonna Fuck.**” Wilkes told Plaintiff that the only way he would trust a female attorney as Managing Attorney is if she was having sexual relations with him.
27. After Wilkes conditioned the promotion on submission to unwelcome sexual contact, Plaintiff opposed the demand for sexual servitude and told Wilkes that he would have to trust Plaintiff without having sex.
28. Wilkes was upset that Plaintiff rejected his sexual demand. Wilkes ceased any

further discussion about the Managing Attorney position and stopped texting Plaintiff at odd hours. Wilkes never again discussed making Plaintiff a partner because she refused his sexual demands.

29. When Wilkes realized his effort at seduction failed and that his sexual fantasies about Plaintiff would remain unfulfilled, Wilkes ceased trying to bribe Plaintiff to have sexual intercourse with him.
30. Wilkes exhibited hostility towards Plaintiff. When attorneys began leaving Defendant law firm, Wilkes assigned a disproportionate number of additional cases to Plaintiff over and above the excessive case load she was already handling.
31. The Managing Attorney position remained vacant after Plaintiff rejected Wilke's sexual quid pro quo through the date of Plaintiff's discharge on October 5, 2021.
32. Wilkes remained very cold towards Plaintiff for the duration of her employment after she rejected his sexual demands.
33. Wilkes discharged Plaintiff on October 5, 2021 but had a non-attorney employee deliver the message. No specific reason was articulated for the discharge.
34. Upon Plaintiff's discharge, Wilkes was obligated to but deliberately refused to provide clients notice that Plaintiff had departed employment with Defendant. Wilkes was requested to but refused to send out client choice letters which are intended to afford clients the right to continue representation by Defendant or by Plaintiff.

**COUNT I - FAILURE TO PROMOTE IN VIOLATION  
OF THE FLORIDA CIVIL RIGHTS ACT  
(Sexual Harassment)**

- 35. Plaintiff realleges paragraphs 1 through 34 as if fully set forth herein.
- 36. Plaintiff was denied advancement and promotions to an equity partner or Managing Attorney position because she refused to submit to Wilkes' March 12, 2021 demand for sexual intercourse.
- 37. Defendant is strictly liable for Wilkes' tangible employment action because he is the owner and alter ego of Defendant.
- 38. Plaintiff has been damaged by the conduct of Defendant.

WHEREFORE, Plaintiff requests this Honorable Court to:

- A. Order Defendant to pay an award of compensatory damages to which Plaintiff is entitled including back-pay, front-pay, and emotional pain and mental anguish;
- B. Order Defendant to pay to Plaintiff an award of punitive damages based on its intentional misconduct;
- C. Order Defendant to pay prejudgment interest on all sums due Plaintiff;
- D. Order Defendant to pay an award of attorney's fees and costs under Section 760.10, Florida Statutes; and
- E. Grant trial by jury and such further relief as the Court deems just, necessary, and proper.

**COUNT II - RETALIATORY FAILURE TO PROMOTE  
IN VIOLATION OF FLORIDA CIVIL RIGHTS ACT  
(Retaliation)**

- 39. Plaintiff realleges paragraphs 1 through 34 as if fully set forth herein.

40. Plaintiff was denied advancement and promotions to an equity partner or Managing Attorney position because she expressed opposition to Wilkes' demand for sexual intercourse as a condition of receiving a promotion March 12, 2021.
41. Defendant is strictly liable for Wilkes' retaliation because he is the owner and alter ego of Defendant.
42. Plaintiff has been damaged by the conduct of Defendant.

WHEREFORE, Plaintiff requests this Honorable Court to:

- A. Order Defendant to pay an award of compensatory damages to which Plaintiff is entitled including back-pay, front-pay, and emotional pain and mental anguish;
- B. Order Defendant to pay to Plaintiff an award of punitive damages based on its intentional misconduct;
- C. Order Defendant to pay prejudgment interest on all sums due Plaintiff;
- D. Order Defendant to pay an award of attorney's fees and costs under Section 760.10, Florida Statutes; and
- E. Grant trial by jury and such further relief as the Court deems just, necessary, and proper.

**COUNT III - DISCHARGE IN VIOLATION  
OF THE FLORIDA CIVIL RIGHTS ACT  
(Sexual Harassment)**

43. Plaintiff realleges paragraphs 1 through 34 as if fully set forth herein.
44. Plaintiff was discharged from employment on October 5, 2021 and suffered materially adverse actions because she refused to submit to Wilkes' overt March

12, 2021 demand for sexual intercourse.

45. Wilkes not only discharged Plaintiff based on her refusal to engage in sexual intercourse with him but he further caused Plaintiff to suffer a loss of income upon her discharge. Wilkes denied Defendant's clients – to whom Plaintiff had rendered substantial legal services -- their right to retain Plaintiff following Plaintiff's departure from Defendant. Wilkes refused to execute joint client choice letters. Wilkes further refused to provide Plaintiff with client-related contact information Plaintiff needed to send unilateral client choice letters.
46. Defendant is strictly liable for Wilkes' tangible employment action because he is the owner and alter ego of Defendant.
47. Plaintiff has been damaged by the conduct of Defendant.

WHEREFORE, Plaintiff requests this Honorable Court to:

- A. Order Defendant to pay an award of compensatory damages to which Plaintiff is entitled including, without limitation, the following: loss of income, back-pay, front-pay, and emotional pain and mental anguish;
- B. Order Defendant to pay to Plaintiff an award of punitive damages based on its intentional misconduct;
- C. Order Defendant to pay prejudgment interest on all sums due Plaintiff;
- D. Order Defendant to pay an award of attorney's fees and costs under Section 760.10, Florida Statutes; and
- E. Grant trial by jury and such further relief as the Court deems just, necessary, and proper.



**COUNT IV - RETALIATORY DISCHARGE IN VIOLATION  
OF THE FLORIDA CIVIL RIGHTS ACT**

48. Plaintiff realleges paragraphs 1 through 34 as if fully set forth herein.
49. Plaintiff was discharged from employment on October 5, 2021 and suffered materially adverse actions because she opposed Wilkes' overt March 12, 2021 sexual harassment and demand for sexual intercourse.
50. Wilkes not only discharged Plaintiff based on her protected opposition to Wilkes' sexual harassment but he further caused Plaintiff to suffer a loss of income upon her discharge. Wilkes denied Defendant's clients -- to whom Plaintiff had rendered substantial legal services -- their right to retain Plaintiff following Plaintiff's departure from Defendant. Wilkes refused to execute joint client choice letters. Wilkes further refused to provide Plaintiff with client-related contact information Plaintiff needed to send unilateral client choice letters.
51. Defendant is strictly liable for Wilkes' tangible employment action because he is the owner and alter ego of Defendant.
52. Plaintiff has been damaged by the conduct of Defendant.

WHEREFORE, Plaintiff requests this Honorable Court to:

- A. Order Defendant to pay an award of compensatory damages to which Plaintiff is entitled including, without limitation, the following: loss of income, back-pay, front-pay, and emotional pain and mental anguish;
- B. Order Defendant to pay to Plaintiff an award of punitive damages based on its intentional misconduct;
- C. Order Defendant to pay prejudgment interest on all sums due Plaintiff;

- D. Order Defendant to pay an award of attorney's fees and costs under Section 760.10, Florida Statutes; and
- E. Grant trial by jury and such further relief as the Court deems just, necessary, and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands trial by jury as to all issues so triable.

Respectfully submitted,

/s/ Craig L. Berman  
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**CO-COUNSEL FOR PLAINTIFF**