

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

CURTIS LAWRENCE

d/b/a

SKYWARD TRANSPORTATION,
INC.

Plaintiff

Versus

FRESH DEL MONTE PRODUCE,
INC. a/k/a DEL MONTE FRESH
PRODUCE (TEXAS), INC.

Defendant

* CIVIL ACTION NO. 20-4236

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* SECTION

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* DIVISION

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* JUDGE

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* MAGISTRATE

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* JURY TRIAL REQUESTED

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COMPLAINT FOR DAMAGES
DUE TO DISCRIMINATION AND RETALIATION,
TORTIOUS INTERFERENCE AND
BREACH OF CONTRACT

NOW INTO COURT, through undersigned counsel, comes Curtis Lawrence (“Plaintiff” and/or “Lawrence”), who brings this action pursuant to Federal law, 42 U.S.C. Section 1981, which prohibits the race discrimination and retaliation Plaintiff suffered due to the conduct of Defendant, Fresh Del Monte Produce, Inc. a/k/a Del Monte Fresh Produce, Inc. (“Defendant” and/or “Del Monte”), as well as pursuant to Texas state law, which prohibits both breach of contract and tortious interference with contracts.

I.
Jurisdiction

This Court has jurisdiction pursuant to 28 U.S.C. Section 1331 (federal question). The Court may also exercise its supplemental jurisdiction over all of Plaintiff’s Texas state law claims pursuant to 28 U.S.C. Section 1367 including but not limited to claims under Texas state tort law.

II.
Venue

Venue is alleged to be proper in this District pursuant to 28 U.S.C. Section 1391(b)(c) because an appreciable amount of the transportation services and deliveries plaintiff provided to Defendant occurred in this judicial district, including deliveries to/from Defendant's facility located at 3023 Del Monte Drive in Houston, Texas.

III.
Parties

Plaintiff, Curtis Lawrence, is an African-American male, who at all times relevant to this lawsuit, was doing business as the sole Owner, President and Chief Financial Officer (CFO) of Skyward Transportation, Inc. ("Skyward"), an African-American owned and operated business that was transacting business, including the transportation and delivery of products and commodities, in both intrastate and interstate commerce, for the Defendant, Del Monte.

IV.

Defendant, Del Monte, is a domestic juridical entity authorized to do, and doing, business within the State of Texas and this Federal judicial district. At all times pertinent to this litigation, Del Monte was authorized to conduct and was actually conducting transportation operations of its products and commodities throughout the United States. Defendant, Del Monte, contracted with or otherwise engaged the Plaintiff to transport its products and commodities in the State of Texas and also on an interstate basis, through his trucking company, Skyward Transportation, Inc. During its business dealings with Plaintiff, the Defendant unlawfully discriminated and retaliated against Plaintiff to his detriment, tortiously interfered with Plaintiff's third-party contract(s), and also breached the contract between Plaintiff and Defendant, causing injury and damage.

V.
Bid Process

Defendant publicly advertised to the general public that it would open all of its “lanes” (transportation routes for its products/commodities) for bid. All qualified trucking transporters were invited to bid. At a minimum, each bidding transportation company had to own, lease and/or control a minimum of fifteen (15) tractors and trailers. Plaintiff was so qualified, as he owned, leased and/or controlled at least thirty (30) tractors and/or trailers.

VI.

The Plaintiff timely and properly submitted a bid on fourteen (14) of the lanes that Defendant sought public bids on. On information and belief, Plaintiff’s company, Skyward, was the only African-American owned and/or operated entity that submitted bids.

VII.

On or about January 14, 2020, the Defendant opened the bids it had publicly solicited, including the fourteen (14) bids it received from Plaintiff. Each of Plaintiff’s fourteen (14) bids was the lowest bid for each of the fourteen (14) lanes Plaintiff submitted bids on, and thus, Plaintiff should have been recognized as the winning bidder on each of those fourteen (14) lanes, but he was not so recognized.

VIII.

In fact, Defendant refused to recognize Plaintiff as the winning bidder on thirteen (13) of the fourteen (14) lanes at issue, even though he had the lowest bid and was further qualified because he owned/controlled over thirty (30) trucks/trailers. Those thirteen (13) lanes were awarded to several non-African American entities, (hereinafter referred to individually and/or collectively as “Prime”), despite Plaintiff’s equal or greater qualifications and/or lower bids. Moreover, Plaintiff was only awarded one (1) lane, and that lane had the most economically

disadvantageous logistics of the fourteen (14) lanes for which Plaintiff had submitted the lowest bid.

IX.

To compound the discrimination, on multiple occasions when any given Prime failed to adequately perform, despite being awarded a winning bid on any particular one of the thirteen (13) lanes instead of Plaintiff, Defendant actually called upon the Plaintiff to remediate that Prime's deficiencies and to service those thirteen (13) lanes, which Plaintiff did.

X.

Despite Plaintiff's remedial performance of the very same transportation services that the Prime was obligated to perform, Plaintiff was not compensated on an equal basis (i.e. the same money that the Prime received for the same work), and Plaintiff was actually paid a lesser amount than the Prime would customarily receive, for the exact same work.

XI.

In fact, to add further insult to injury, Plaintiff was only paid the amount of the lower, yet unaccepted, bid he had previously submitted (albeit unsuccessfully) for each of the thirteen (13) routes awarded to the Prime. The only appreciable difference between Skyward and the Primes (other than the Primes' deficient performance) is that Skyward is African-American owned, and the Primes are not. As such, Plaintiff was subjected to racially disparate treatment.

XII.

Additionally, Defendant's transportation dispatcher, Cristobal Villafranca, specifically mis-stated to other employees of the Defendant that Plaintiff was not performing adequately, that Plaintiff (and his company, Skyward) was (were) deficient because he (it) was African-American. Mr. Villafranca also instructed his assistant, Sharonda Masters, to take work away from Plaintiff,

deny Plaintiff available work for which Plaintiff was qualified, to impose excessive and unwarranted discipline against Plaintiff, and to treat Plaintiff differently when approving and paying Plaintiff's invoices, all because of Plaintiff's race.

XIII.

Defendant's above conduct was a result of racially discriminatory practices and racial bias, which caused Plaintiff financial injury and other damages.

XIV.

Plaintiff complained of his unfair treatment, but when he did so, his complaints were met with additional discrimination and retaliation. One of the most dramatic examples of this retaliation is what is referred to herein as the La Bodega incident.

XV.

La Bodega Incident

Plaintiff had, lawfully and independently of his contract with Defendant, also contracted with an entity known as La Bodega, to pick-up and deliver products/commodities that La Bodega had purchased and needed delivered, including products and commodities La Bodega had purchased from Defendant.

XVI.

However, due to Defendant's racial bias and retaliatory animus, after Plaintiff had complained to Defendant of unlawful racial discrimination regarding the bid process, work assignments, and racially-disparate treatment, Defendant retaliated, *inter alia*, by intentionally and tortiously interfering with the contract that existed between Plaintiff and La Bodega.

XVII.

More specifically, La Bodega did business with Defendant, Del Monte, and one of La Bodega's biggest purchases from Defendant was Del Monte bananas. La Bodega had contracted

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