

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

JEFFREY SCHWARZ,

Plaintiff,

v.

MARLINS TEAMCO LLC

Defendant.

COMPLAINT

The Plaintiff, JEFFREY SCHWARZ (hereinafter "**SCHWARZ**"), by and through his undersigned attorneys, hereby files this suit against the Defendant, MARLINS TEAMCO LLC (hereinafter "**MARLINS**") and states as follows:

NATURE OF THE CLAIMS

1. This is an action to redress the deprivation of rights secured to the Plaintiff pursuant to the Florida Civil Rights Act of 1992 (hereinafter "FCRA") Florida Statute §760.

JURISDICTION AND VENUE

2. This is an action for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) as well as an action seeking equitable relief and is otherwise within the jurisdiction of this Court.

3. The unlawful employment practices complained of herein occurred in part in Palm Beach County, Florida.

THE PARTIES

4. The Plaintiff, SCHWARZ was employed as a Rehabilitation Pitching Coach with the Defendant, MARLINS and is currently a resident of Palm Beach County, Florida. SCHWARZ' primary duties for the Defendant were performed in Jupiter, Florida at the Defendants minor league facility.

5. The Defendant, MARLINS, was and is a corporation organized and existing under the laws of the State of Florida. At all times material hereto, the MARLINS were and are an "employer" under the Florida Civil Rights Act of 1992, as the MARLINS had employed more than fifteen (15) employees for each of twenty (20) or more calendar weeks in each relevant calendar year.

PROCEDURAL REQUIREMENTS

6. The Plaintiff, SCHWARZ filed a charge which was dual filed with the Equal Employment Opportunity Commission (EEOC) and the Florida Commission on Human Relations on approximately November 20, 2024, alleging discrimination based on age. The EEOC issued a Notice of Right to Sue to the Plaintiff on September 22, 2025.

7. One hundred and eighty days (180) days has passed with no response from the Florida Commission on Human Relations (hereinafter "FCHR") which allows the State action for violation of Florida Law codified at Chapter 760 of the Florida Statutes. Pursuant to Florida Statute §760.11(4)(8) the Plaintiff is permitted to institute this action as if the FCHR had determined that there was reasonable cause to believe that a discriminatory employment practice by the Defendant had occurred in violation of the Florida Commission on Human Relations.

FACTUAL ALLEGATIONS

8. Plaintiff SCHWARZ' career in Major League Baseball began when Schwarz was drafted as a pitcher in approximately 1982 by the Chicago Cubs Organization a member of Major League Baseball. SCHWARZ continued his professional baseball career, by playing for the California Angels and the Yokohama BayStars of the Nippon Professional Baseball League.

9. At the conclusion of Schwarz' professional baseball career as a player, SCHWARZ knew that he wanted to continue to be a part of baseball and was able to accomplish that goal by becoming a professional baseball coach.

10. Schwarz spent 17 years on and off of his coaching career with the Defendant MARLINS. SCHWARZ has held the following positions with the organization throughout that time period:

Tripple AAA Pitching Coach approximately 2 years

Gulf Coast League Pitching Coach and Rehabilitation Coach

Pitching Coordinator

Rehabilitation Pitching Coach for entire MLB Marlins Program

11. Schwarz returned to the Marlins organization after a short period away from professional baseball in approximately July of 2022, when the Defendant MARLINS hired SCHWARZ to serve as the Rehabilitation Pitching Coach. Plaintiff's duties included but were not limited to working with pitchers in the Marlins organization

12. Schwarz worked out of Jupiter Florida at the Marlins training facility located at Roger Dean Stadium, which is home to the Marlins minor league organization, the Jupiter Hammerheads.

13. SCHWARZ along with numerous other coaches, was considered part of the Player Development division of the Marlins.

14. SCHWARZ served in the role of Rehabilitation Pitching Coach with duties that included but were not limited to, working with pitchers from the Marlins major league roster as well as the minor league roster, who had incurred injury and were working to rehabilitate to return to the mound.

15. On approximately January 16, 2024, the Defendant MARLINS hired Rachel Balkovec (hereinafter “**BALKOVEK**”) to become the Marlins Director of Player Development. Balkovec’s new position made her responsible for the entire player development system, which included the coaches in the player development system for the Defendant.

16. When Balkovec was hired in 2024, she was approximately 36 years of age, she had spent approximately 12 years in various positions throughout professional and amateur baseball around the country. In February of 2025, Balkovec was announced as the Director of Player Development for the Marlins for the second year.

17. Balkovec’s superior was Peter Bendix who was hired by the Defendant MARLINS to serve as President of Baseball Operations in preparation for the upcoming 2024 season. Bendix was approximately 38 years of age at the time he was hired.

18. Upon Bendix's arrival to the Defendant MARLINS, he identified the player development department as one of the major areas where the Defendant MARLINS required the most improvement.

19. The positions held by coaches in the Player Development division of the Marlins are typically for a period of one year or baseball season, and at the conclusion of the season are notified if their contract will be extended into the following season.

20. In approximately early October, 2024, SCHWARZ received a call from Balkovec at which time Balkovec informed Schwarz that he was being terminated from his position with the Marlins as Rehabilitation Pitching Coach, and notified that he would not be retained as coach for the upcoming season with the organization. SCHWARZ was very shocked when he received this phone call, as he served a combined total of 17 and a half years with the organization, and had been working with players in the Marlins system for a period of over two years in his most recent assignment.

21. SCHWARZ was not offered a specific reason for his termination, only that the Defendant was "Cleaning House". Balkovec notified Schwarz that his last day with the Defendant would be October 31, 2024, which was the last day of his current contract.

22. At the time of Schwarz' termination of employment, SCHWARZ was 59 years of age.

23. The Defendant MARLINS had a difficult season in 2024, and did not make it to the post season logging 100 losses. However, in 2023, when Schwarz was working for the Defendant the team experienced tremendous success including reaching the post season playoffs, something the Marlins had not done in quite some time.

24. SCHWARZ was not the only coach within the Player Development division of the Defendant to be let go, in fact approximately 11 coaching personnel were terminated or designated as not having their contract renewed for the upcoming 2025 season. The coaches include, but are not limited to the following:

<u>Player Development Position</u>	<u>Age</u>
Position Player Rehabilitation coach	68
Pitching Rehabilitation coach	60
Pitching Coordinator	56
Hitting Coordinator	56
AAA pitching Coordinator	48
AAA Manager	57
AAA Hitting Coach	55
Beloit Manager	58
Jupiter Hitting Coach	52
Jupiter Pitching Coach	54
Performance Coach	46

Each of the aforementioned individuals were within the protected age category. The list above does not include major league personnel who were terminated or not renewed for the upcoming 2025 season.

25. A majority of the individuals chosen to fill these positions were not in the protected age category and/or were within the protected age category and took major demotions to fill some of the positions.

26. The Defendant MARLINS actions when “Cleaning House” in the player development department of the organization, resulted in a failure to retain and/or rehire active baseball personnel who were all in the protected age category, and each of whom were eminently qualified for their position. Additionally, that the majority of baseball personnel, specifically in the player development department of the organization were replaced by younger and in some cases less qualified individuals.

27. Plaintiff, SCHWARZ has retained the undersigned to represent his interests in this cause and is obligated to pay a fee for those services. Defendant should be made to pay said fee pursuant to the laws referenced above.

COUNT I
VIOLATION OF FLORIDA STATUTE 760, AGE BASED DISCRIMINATION

28. Plaintiff incorporates and realleges paragraphs 1 through 27 of this complaint as if fully set forth herein.

29. This is an action against the Defendant for discrimination based upon age and brought pursuant to Florida Statute 760 also known as The Florida Civil Rights Act.

30. Plaintiff SCHWARZ has been the victim of discrimination on the basis of his age in that he was denied continued employment with Defendant and/or terminated from his employment, at least in part, because of his age. That the individuals hired to fill the various positions within the Player Development department of the Defendant that were vacated based upon the Defendants illegal conduct, were significantly younger, and not members of the protected age group.

31. The Defendant has created, allowed and perpetuated this differential treatment and hostility towards Plaintiff and those like Plaintiff, as more fully set forth in paragraphs 8 through

27 which includes examples of hostile treatment and/or discriminatory hiring or retention practices to which the Plaintiff was subject to during the course of his employment with the Defendant.

32. The actions described were permitted and endorsed by upper level management of the Defendant.

33. The actions and/or inactions of the Defendant's upper management were of an age-based nature.

34. In essence, the actions of agents of the Defendant, including Balkovec and Bendix, which were condoned and ratified by Defendant, were of an age-based nature and in violation of the laws set forth herein.

35. That the discrimination complained of herein affected Plaintiff's employment with Defendant.

36. Therefore, the Defendant is responsible for violation of Plaintiff's rights as set forth herein because it, by and through its agents, apparent agents, officials, employees and assigns, exercised control over the adverse treatment of Plaintiff. Alternatively, the Defendant failed to properly supervise the persons allowing and perpetuating the discrimination, thereby causing foreseeable harm to Plaintiff's rights set forth herein.

37. At all times material hereto, the individuals perpetuating the discrimination and harassment did so in the course and scope of their employment with the Defendant and with the Defendants actual and/or constructive knowledge.

38. The Defendant's conduct and omissions constitute intentional discrimination and unlawful employment practices based upon age in violation of Florida Statute §760.

39. As a direct and proximate result of Defendant's conduct described above, Plaintiff

has suffered extreme emotional distress, mental pain and suffering, past and future pecuniary losses, inconvenience, mental anguish, loss of the capacity for the enjoyment of life and other non-pecuniary losses, along with the loss of back and front pay, interest on pay, bonus, and other fringe benefits. These damages have occurred in the past, are continuing, and most certainly will occur in the future.

WHEREFORE, the Plaintiff, SCHWARZ, respectfully prays that this Court:

- a) Enter judgment in favor of the Plaintiff in such an amount as may be awarded by the jury for compensatory damages for physical and emotional pain and suffering;
- b) Order the Defendant to hire the Plaintiff to a position with a salary level that the Plaintiff would have had, absent Defendant's discriminatory treatment; or
- c) Award front pay to the Plaintiff for the years he would have worked, absent the Defendant's discriminatory treatment;
- d) Enter judgment in favor of the Plaintiff for such back pay and the value of the loss of employment benefits which may be found by the jury;
- e) Grant a permanent injunction, enjoining the Defendant, MARLINS, its officers, employees and/or agents from engaging in any employment practice which discriminates on the basis of race, age or national origin;
- f) Award the Plaintiff all costs and reasonable attorney's fees incurred in connection with this action; and
- g) Grant such additional alternative relief as may appear to the Court to be just and equitable.

The Plaintiff, SCHWARZ, respectfully requests a trial by jury on all issues so triable.

DESIGNATION OF EMAIL ADDRESSES FOR SERVICE

(Pursuant to Rule 2.516 Fla. R. Jud. Admin)

The undersigned attorneys of the Law Offices of Thompson & Thomas hereby designate the following Email Addresses for service in the above styled manner. Service shall be complete upon emailing to the following email addresses in this Designation, provided that the provisions of Rule 2.516 are followed:

Service@tntlegal.com

Laywers@tntlegal.com

**SERVICE IS TO BE MADE TO EACH AND EVERY EMAIL ADDRESS LISTED IN
THIS DESIGNATION AND TO NO OTHERS.**

Respectfully Submitted,
THOMPSON & THOMAS, PA
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/s/Charles D. Thomas
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