

1 MATTHEW Z. CROTTY
2 Crotty & Son Law Firm, PLLC
3 905 West Riverside, Suite 409
4 Spokane, WA 99201-0300
5 Telephone: 509.850.7011
6 Facsimile: 509.703.7957

7 THOMAS G. JARRARD
8 Law Office of Thomas G. Jarrard, PLLC
9 1020 N. Washington Street
10 Spokane, WA 99201
11 Telephone: 425.239.7290

12 Attorneys for Plaintiff

13 **IN THE UNITED STATES DISTRICT COURT**
14 **FOR THE EASTERN DISTRICT OF WASHINGTON**

15 CHRISTOPHER COOPER,

16 Plaintiff,

17 v.

18 PRINCE TELECOM, LLC,

19 Defendant.

NO.

COMPLAINT AND DEMAND
FOR TRIAL BY JURY

**EXEMPT FROM FILING FEES
UNDER 38 U.S.C. § 4323(h)(1)**

20 Mr. Cooper, by and through his attorneys, now alleges:

21 **I. PARTIES AND JURISDICTION**

22 1. Defendant, PRINCE TELECOM, LLC ("Prince") is a Washington
23 Corporation that is licensed to conduct business in the State of Washington. Prince
24

1 maintains a place of business in Spokane, Washington located at 4310 E Rowan
2 Ave, Spokane, WA 99217.

3 2. Plaintiff, CHRISTOPHER COOPER (“Mr. Cooper”) is an employee of
4 Prince, works for Prince as a Residential Installer, and has worked for Prince since
5 October 8, 2014. Mr. Cooper resides in this district. Mr. Cooper is an honorably
6 discharged Afghanistan war veteran. Mr. Cooper’s military career includes over six
7 combat deployments. At all times relevant Mr. Cooper was a member of the
8 Washington Army National Guard.
9

10
11 3. For the purposes of 38 U.S.C. § 4303(4) Prince is a private employer
12 operating in the State of Washington.

13 4. All acts complained of occurred within the Eastern District of
14 Washington.
15

16 5. The Federal Court for the Eastern District of Washington has personal
17 jurisdiction over the parties and subject matter jurisdiction for the claims in this
18 complaint pursuant to 38 U.S.C. § 4323(b), 28 U.S.C. § 1331, 28 U.S.C. § 1367(a).
19

20 6. Venue is proper in the Eastern District of Washington under 38 U.S.C.
21 § 4323(c) and 28 U.S.C. § 1391(b) because the acts and omissions complained
22 herein occurred in the District and Defendant conducts business there.

23 **II. INTRADISTRICT ASSIGNMENT**
24
25

1 7. This action arose in Spokane County, Washington; therefore, pursuant
2 to local rules it should be assigned to the Spokane Division of the Eastern District
3 of Washington.

4 **III. FACTS**

5
6 8. Prince advertises itself as “[a] national telecommunications customer
7 service fulfillment company [that] specializes in Residential & Commercial
8 installations, repair and construction services for High Speed Data, Telephone,
9 Digital and Advanced Platform Cable Television Installations, In-Home
10 Networking and Structured Wiring, Aerial and Underground Fiber/Coaxial Plant
11 Construction, Commercial, Residential Fire and Security Solutions, Home
12 Automation and Smart House Wiring.”¹

13
14
15 9. Customarily, large internet service providers like Comcast or
16 CentryLink outsource commercial or residential communication installation and/or
17 repair duties to Prince.

18
19 10. Mr. Cooper began working at Prince, as a cable installer, on October
20 8, 2014.

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¹Prince Telecom *available at* <http://www.princetelecom.com/> (last visited 6/30/16).
COMPLAINT AND DEMAND FOR JURY
TRIAL- 3

1 11. During the timeframe relevant to Mr. Cooper's case, Mr. Cooper's
2 supervisors included Scott Ridgen, Prince's Plant Manager for the company's
3 facility at the 4310 E Rowan Ave, Spokane, WA 99217 address.

4 12. Below Mr. Ridgen, but also in Mr. Cooper's supervisory chain,
5 worked Field Supervisor Travis Lowther.
6

7 13. From October 8, 2014, to June 1, 2015, Mr. Cooper worked for Prince
8 as a commercial cable installer. Commercial installation/repair jobs pay at a
9 significantly higher rate than residential/underground installation/repair jobs.
10

11 14. On or about June 1, 2015, Comcast ceased giving Prince
12 installation/repair work, which, in turn resulted in Mr. Cooper moving from
13 commercial to residential work.
14

15 15. From August 8, 2015 to August 28, 2015 the Washington Army
16 National Guard required Mr. Cooper attend a two week training event in Canada.

17 16. Mr. Cooper gave Prince advance notice of the August 2015 military
18 obligation, served honorably during that timeframe, and timely returned to Prince
19 upon completion of his military duty.
20

21 17. During the above-referenced timeframe a commercial installation
22 position became available because Prince employee Joey Louge was moved from
23 the commercial installer position into Field Supervisor position.
24
25

1 18. Prince moved Joe (last name unknown) into the commercial
2 installation position.

3 19. Prince did not let Mr. Cooper compete for the commercial installation
4 job upon his return from the August 2015 military duty even though Joe had
5 previously said that he did not want to do commercial installation work.
6

7 20. When Mr. Cooper asked Mr. Lowther and Mr. Louge whether he could
8 even compete for the commercial installation job both individuals responded words
9 to the effect of “you are not dependable because you are gone too much with the
10 National Guard.”
11

12 21. On March 2, 2016, the Washington Army National Guard ordered Mr.
13 Cooper to travel (on less than 48 hour notice) to Bremerton, Washington so he could
14 take an Army Physical Fitness Test (APFT) so as to qualify for upcoming military
15 training.
16

17 22. Mr. Cooper immediately informed Mr. Lowther of the last minute
18 military requirement.
19

20 23. Mr. Lowther angrily replied words to the effect of “they can’t make
21 you do that! It’s against the law. You have work to do.”
22

23 24. Mr. Cooper attended the military training, performed honorably during
24 that timeframe, and timely returned to work following completion of the military
25 training.

1 25. From March 31, 2016, through April 22, 2016, the Washington Army
2 National Guard ordered Mr. Cooper to conduct additional military training.

3 26. Mr. Cooper gave advance notice of the above-referenced military
4 service, served honorably during that timeframe, and timely returned to work
5 following completion of that military duty.
6

7 27. On April 29, 2016, Mr. Lowther said to Mr. Cooper words to the effect
8 of “I don’t know how you expect to work when you’re always gone for the
9 military.”
10

11 28. On or about May 31, 2016, Prince refused to consider Mr. Cooper for
12 an Underground Field Technician job - - - a position that paid significantly more
13 than Mr. Cooper’s current position with Prince.
14

15 29. On May 31, 2016, Mr. Ridgen told Karl Caldwell, the less experienced
16 employee who Prince selected for the Underground Field Technician job, that Mr.
17 Cooper wasn’t considered for the job “because you [Caldwell] are a better fit for
18 the job because Chris is always gone with the National Guard.”
19

20 30. On May 31, 2016, Mr. Caldwell telephoned Mr. Cooper and relayed
21 what Mr. Ridgen said.
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23
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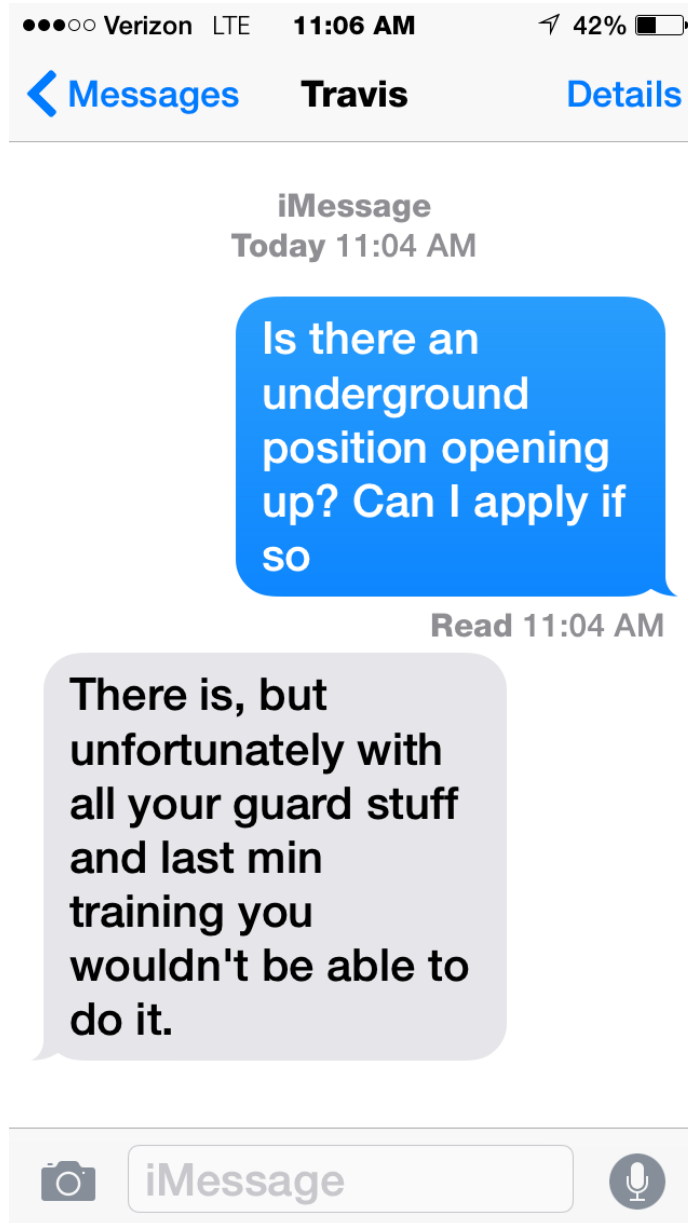
31. Mr. Caldwell then texted his recollection of the conversation to Mr.

Cooper:



32. On May 31, 2016, Mr. Cooper texted Mr. Lowther and asked Mr. Lowther if he (Cooper) could apply for the Underground Cable Installer position.

1 33. Mr. Lowther responded to Mr. Cooper's text message as follows:



21 34. At all times relevant hereto, Defendant maintained policies that
22 prohibit unlawful retaliation and discrimination.

23 35. At all times relevant hereto, Defendant had a duty to act in compliance
24 with USERRA and ensure its agents followed the Act.
25

1 36. At all times relevant hereto, Defendant maintained a posted notice
2 where employers customarily place notices for employees as required by 38 U.S.C.
3 § 4334, informing managers and employees of rights under USERRA.

4 37. At all times relevant hereto, Defendant had a duty to conduct itself in
5 compliance with the law, including USERRA and ensure its managers and agents
6 followed the Act.
7

8 38. The above-referenced actions by Defendant, and its agents, breached
9 those duties.
10

11 39. Cooper suffered economic injury, as well as other harms and losses as
12 a result of Defendant's discrimination and retaliation.

13 40. Defendant's actions are the direct and proximate cause of Cooper's
14 damages.
15

16 41. As a result of Defendant's unlawful conduct in violation of USERRA,
17 Mr. Cooper has suffered a loss of earnings and other benefits of employment in an
18 amount to be proved at trial.
19

20 42. As a result of Defendant's unlawful conduct in violation of USERRA
21 and the necessity of this action to seek a remedy, Mr. Cooper fears further retaliation
22 against his employment rights by Defendant or its managers, directors or
23 employees. As such, the employment relationship that Mr. Cooper may have
24
25

1 enjoyed with Defendant prior to the filing of this action is irreparably damaged
2 through no fault of Mr. Cooper.

3 43. Defendant refuses to reinstate Mr. Cooper to the position of
4 employment he would have enjoyed had Defendant not violated USERRA.
5

6 44. Upon information and belief, Defendant is a party to contracts with the
7 United States which prohibit Defendant from discriminating against veterans and
8 military service members and further evidence of its knowing and reckless disregard
9 for the protections afforded a service member under USERRA.
10

11 45. To the extent that Defendant alleges application of any agreement that
12 constitutes any limitation on Plaintiff's rights under USERRA, it is illegal, null and
13 void, inapplicable and of no force or effect pursuant to 38 U.S.C. § 4302.
14

15 **IV. CAUSES OF ACTION**

16 **(CAUSE OF ACTION NO. 1 – VIOLATION OF 38 U.S.C. §** 17 **4311(c)(1) - DISCRIMINATION)**

18 46. Under 38 U.S.C. § 4311(c)(1) an employee's military obligation cannot
19 serve as a motivating factor for an employer's decision that is adverse to that
20 employee.
21

22 47. Mr. Cooper's requirement that he attend Army National Guard training
23 is a military obligation.
24
25

1 48. Mr. Cooper's military service was a motivating factor in Prince's
2 decision to not allow him to compete for the August 2015 Commercial Cable
3 Installer position or the May 2016 Underground Cable Installer position.

4 49. Prince's refusal to consider Mr. Cooper constitutes an adverse
5 employment action that has caused Mr. Cooper damages in an amount to be proven
6 at trial.
7

8 **(CAUSE OF ACTION NO. 2 - VETERANS DISCRIMINATION**
9 **- VIOLATION OF RCW 49.60.030 & RCW 49.60.180)**

10 50. Under the Washington Law Against Discrimination an employer
11 cannot take an adverse action against an employee on, *inter alia*, account of that
12 employee's military/veteran status. Furthermore, an employer is obligated to
13 prevent illegal workplace harassment which was motivated in this case by Mr.
14 Cooper's veteran status all in violation of Washington law.
15

16 51. Prince violated Mr. Cooper's WLAD-guaranteed protection from
17 military related employment discrimination by repeatedly denying Mr. Cooper the
18 opportunity to compete for positions for which he was qualified.
19

20 52. Prince's violations of the WLAD have caused Mr. Cooper damage in
21 an amount to be proven at trial.
22
23
24
25

1 **(CAUSE OF ACTION NO. 3 - VIOLATION OF USERRA 38 U.S.C. § 4312-**
2 **4313)**

3 53. In order to enjoy USERRA's re-employment protections, a plaintiff
4 must: (a) be a member of the Armed Forces of the United States; (b) give notice to
5 his employer of the plaintiff's military obligations; (c) serve honorably during the
6 military service period; (d) give timely notification, to the employer, of plaintiff's
7 intent to return to work; and, (e) serve less than five years with the military (absent
8 varied exceptions). 38 U.S.C. § 4312.
9

10 54. Mr. Cooper is a member of the Washington Army National Guard.

11 55. Mr. Cooper gave notice to Prince of his August 2015 two week
12 military training obligation.
13

14 56. Mr. Cooper served honorably during the August 2015 two week
15 military training obligation.
16

17 57. Mr. Cooper timely returned to work following completion of his
18 August 2015 two week military training obligation.

19 58. Upon returning to work Prince was obligated to re-employ Mr. Cooper
20 in the job position he would have held but for his military service obligation.
21

22 59. And, under USERRA, if an employee missed a promotional
23 opportunity during his or her military service period then the employer is obligated
24
25

1 to give that employee the opportunity to compete for that promotional opportunity
2 upon his or her return to work.

3 60. Prince violated by USERRA by not placing Mr. Cooper in the
4 commercial cable installer position upon his return to work and further violated
5 USERRA by not allowing him to compete for the commercial cable installer
6 position upon his return to work.
7

8 61. Prince's USERRA violations have caused Mr. Cooper damage in an
9 amount to be proven at trial.
10

11 **(CLAIM FOR LIQUIDATED DAMAGES – 38 U.S.C. § 4323)**

12 62. Plaintiff is entitled to liquidated damages under USERRA because
13 Prince knew, or showed reckless disregard for whether its conduct was prohibited
14 under USERRA.
15

16 63. Defendant's conduct was willful as defined by § 4323(d), 20 C.F.R. §
17 1002.312(c), because Plaintiff gave Defendant written notice that Plaintiff was
18 protected under USERRA but Defendant recklessly and/or willfully disregarded
19 that notice.
20

21 **V. PRAYER FOR RELIEF**

22 Plaintiff respectfully prays for:

23 A. Compensation for all injury and damages suffered by Mr. Cooper including,
24 but not limited to, both economic and non-economic damages, in the amount to be
25

1 proven at trial including back pay, front pay, pre and post judgment interest, lost
2 benefits of employment, adverse tax consequences of any award for economic
3 damages pursuant to Chapter RCW 49.60 et seq., liquidated damages under both
4 federal and Washington law for willful violations as it relates to the improper
5 withholding of wages and benefits and general damages relating to emotional
6 distress and mental anguish damages as provided by law.

8 B. Plaintiff's reasonable attorneys', expert fees, and costs, pursuant to 38 U.S.C.
9 § 4323, and as otherwise provided by law under RCW 49.48.030 and 49.60.030(2),
10 as well as the *private attorney general* theory of recovery of reasonable attorney
11 fees and costs in employment related cases.

13 C. For such other and further relief as this Court deems just and equitable.

15 D. Trial by a jury.

16 Respectfully submitted this ____ day of July 2016.

17 /s Matthew Crotty

18 MATTHEW Z. CROTTY

19 Crotty & Son Law Firm, PLLC

20 905 West Riverside, Suite 409

21 Spokane, WA 99201

22 Telephone: 509.850.7011

23 /s Thomas G. Jarrard

24 THOMAS G. JARRARD

25 Law Office of Thomas G. Jarrard, PLLC

1020 N. Washington Street

Spokane, WA 99201

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