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13 Attorneys for Plaintiff

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

17 VICKI LEBRET,

18 Plaintiff,

19 v.

20 WELLPINIT SCHOOL DISTRICT,
21 JOHN ADKINS, in his individual
22 capacity, ANGIE MATT, in her
23 individual capacity,

24 Defendants.

25 **NO. 2:17-CV-59-JLQ**

AMENDED COMPLAINT
AND DEMAND FOR
TRIAL BY JURY

Vicki LeBret, by and through his attorneys, alleges:

I. PARTIES AND JURISDICTION

1
2 1. Defendant, WELLPINIT SCHOOL DISTRICT ("WSD" or the
3 "District") is a municipal government agency located in the State of Washington.

4
5 2. Defendant, JOHN ADKINS, was the District's Superintendent at all
6 times relevant to this lawsuit.

7
8 3. Defendant, ANGIE MATT, was the Chairperson of the District's Board
9 of Directors at all times relevant to this lawsuit.

10
11 4. Plaintiff, VICKI LEBRET ("Ms. LeBret"), resided in Wellpinit,
12 Washington at all times relevant to this lawsuit.

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

16
17 6. The Federal Court for the Eastern District of Washington has personal
18 jurisdiction over the parties and subject matter jurisdiction for the claims in this
19 complaint pursuant to 42 U.S.C. §1983, 28 U.S.C. § 1331, and 28 U.S.C. § 1367(a).

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

24
25 8. On December 6, 2016, Wellpinit's agent stipulated that WSD received
Ms. LeBret's RCW 4.96.020 Notice of Tort Claim on December 6, 2016. Sixty

1 days have expired since December 6, 2016, therefore Ms. LeBret has complied with
2 the administrative preconditions of filing this lawsuit.

3 **II. INTRADISTRICT ASSIGNMENT**

4 9. This action arose in Stevens County, Washington. Therefore, Ms.
5 LeBret respectfully requests that the case be assigned to the Spokane Division of
6 the Eastern District of Washington.
7

8 **III. FACTS**

9 10. Plaintiff re-alleges the above paragraphs.

10 11. Ms. LeBret worked for the WSD from 1999 to 2016.

11 12. Ms. LeBret worked as WSD's (a) Food Service Director from August
12 1999 to August 2003 (b) Middle School Secretary from September 2003 to August
13 2004, (c) Fiscal Coordinator and Food Service Director from September 2004 to
14 August 2006, and (d) Grants Manager and Food Service Director from September
15 2007 to June 2016.
16
17

18 13. The Food Service Director and Grants Manager's duties and
19 responsibilities include "managing the district's food service operation in a manner
20 that is consistent with federal and state laws, along with district policies." The
21 "Required Qualifications" for the job include a Food Service Worker Permit,
22 driver's license, and the ability to meet all "mandated health screenings" while
23 demonstrating a competence for the work to be performed.
24
25

1 14. The Grant Manager's duties and responsibilities include leading “the
2 planning, coordination and reporting activities of the district related to grants,
3 including research into grant opportunities, submission of grant applications, and
4 development of grant budgets and cooperation with program staff, and preparation
5 and submission of reach required reports.” The Required Qualifications of the
6 Grants Manager position include either a bachelor’s degree or equivalent
7 combination of experience and training.
8

9 15. At no time have the Food Service Director and Grants Manager’s
10 (hereinafter “Food Service Director”) duties and responsibilities ever included
11 reviewing, negotiating, or analyzing employment contracts with District
12 management, the District’s School Board, or any other natural person, entity, or
13 governmental agency.
14

15 16. At no time did the District employ the Food Service Director and
16 Grants Manger in a policy making capacity.
17

18 17. At no time did the District discipline Ms. LeBret for any work-related
19 performance issues.
20

21 18. During the 2015 -2016 timeframe Ms. LeBret’s co-workers included
22 Shelley Sonnabend, Larry Flett, Celia Stearns, and Charlene Arnoux.
23

24 19. Ms. Sonnabend served as the District’s Alliance Director during the
25 2015 -2016 timeframe.

1 20. Mr. Flett served as the District's Transportation Director during the
2 2015 - 2016 timeframe.

3 21. Ms. Stearns served as the District's Secretary during the 2015 -2016
4 timeframe.

5 22. Ms. Arnoux served as the District's Business Manager during the 2015
6 timeframe but was replaced, in that capacity, by Rainy Anderson in the early 2016
7 timeframe.
8

9 23. At no time did the District's Alliance Director, Food Services Director,
10 Transportation Director, Secretary, and Business Manager belong to a union.
11

12 24. Although none of the above-referenced positions belonged to a union,
13 the District's practice from 1999 through 2015, was to provide the District
14 employees who occupied the Alliance Director, Food Services Director,
15 Transportation Director, Secretary, and Business Manager positions union-like
16 protections including the right to be put on notice if said employee's job was in
17 jeopardy and the opportunity to contest such an adverse employment action.
18

19 25. Before December 2015 the District's Transportation Director utilized
20 the above-referenced due process notice and opportunity to be heard practices
21 (hereinafter referred to as "notice and grievance" provisions) in contesting the
22 District's attempt to discipline the Transportation Director.
23
24
25

1 26. In the December 2015 timeframe District Superintendent, John
2 Adkins, presented Ms. LeBret, Ms. Arnoux, and Ms. Stearns a new employment
3 contract (“New Contract”) by leaving a copy of the New Contract on Plaintiff and
4 the other above-referenced employees’ desks.

5
6 27. Plaintiff read the above-referenced New Contract the same day that
7 Mr. Adkins placed the New Contract on Plaintiff’s desk.

8 28. That same day Plaintiff and Ms. Arnoux met in Plaintiff’s office.

9
10 29. Plaintiff and Ms. Arnoux discussed the New Contract and the concerns
11 that both individuals had with the New Contract, including the fact that the New
12 Contract lacked a pre-termination notice and grievance provision. During that
13 December 2015 meeting in Plaintiff’s office Plaintiff told Ms. Arnoux that she
14 (Plaintiff) would go to the District management to try to get management to ensure
15 that the New Contract had provisions regarding pre-termination notice and
16 provisions allowing the employees to contest their termination.
17

18 30. During that meeting Ms. Arnoux fully encouraged Plaintiff to bring
19 such issues to management as raising such issues with management would not only
20 benefit Plaintiff and Ms. Arnoux but the other above-referenced employees who
21 were subject to the New Contract.
22

23 31. Plaintiff also discussed the New Contract and the fact that the New
24 Contract did not have pre-termination and provisions allowing employees to contest
25

1 their termination, with the District’s Secretary, Ms. Stearns, who, in turn, did not
2 object to Plaintiff bringing the concerns regarding the New Contract to District
3 management.

4 32. Following the above-referenced conversations with Ms. Arnoux and
5 Ms. Stearns, Plaintiff met with Mr. Adkins. This meeting took place in the
6 December 2015 timeframe whereupon Plaintiff informed Mr. Adkins and James
7 Williams, a District Board Member, that (among other things) the New Contract
8 took away the above-referenced employees’ previously existing notice and pre-
9 termination grievance rights. Mr. Adkins took the position that Plaintiff and her
10 fellow coworkers never had such “union rights.”
11
12

13 33. On February 8, 2016 Mr. Adkins left Plaintiff a voicemail and
14 acknowledged the concerns that Plaintiff voiced on behalf of herself and the
15 Alliance Director, Food Services Director, Transportation Director, Secretary, and
16 Business Manager.
17

18 34. Mr. Atkin further told Plaintiff (via the voicemail) that the New
19 Contract was “standard” for what other school districts used. Mr. Adkins further
20 stated that “your biggest worry might be well... Am I not doing a good job, could I
21 lose my job. I’m just speaking as your supervisor but obviously not.” Mr. Adkins
22 concluded that voicemail, to Plaintiff, stating that plaintiff was “in good standing”
23
24
25

1 and then posed (and then answered) the rhetorical question of “is your job in
2 jeopardy? Absolutely not.”

3 35. Following the February 8, 2016 voicemail Mr. Adkins gave Plaintiff a
4 revised employment contract; however, that contract did not include pre-
5 termination notice/grievance procedures.
6

7 36. On or about March 14, 2016 Plaintiff underwent surgery and, as a
8 result, missed work until mid-May 2016 and did not return to work on a full-time
9 status until June 13, 2016.
10

11 37. Although on medical leave for a serious health condition, WSD did not
12 provide Plaintiff with the Family Medical Leave Act (FMLA) required notices,
13 including the FMLA eligibility and rights and responsibilities notices - - - notices
14 that specify, in part, the employer’s responsibilities with regard to a covered
15 employee’s post medical leave employment position.
16

17 38. In mid-April 2016, Plaintiff returned to work on a four hour per day
18 work-from-home light duty schedule and returned to work at the WSD premises in
19 May 2016.
20

21 39. On May 6, 2016, Plaintiff emailed Mr. Adkins stating, in part, “I still
22 feel that there are several things in the employment contract that are unsettling to
23 me and need to be worked out. I believe that all of the people that will fall under
24
25

1 this contract need to get together and work on the wording with you. I kind of feel
2 like the test pilot with it and think that all should be in on it."

3 40. Plaintiff thereafter asked to meet with Mr. Adkins along with her non-
4 represented co-workers.

5
6 41. Mr. Adkins never responded to Plaintiff's May 6, 2016, email.

7 42. On May 25, 2016, Mr. Adkins placed a memo (dated May 24, 2016)
8 on Plaintiff's desk which provided, in part, "I talked with the School Board about
9 your contract and questions. Everyone who has a similar contract with the WSD is
10 ready to go. We are moving forward with all of these contracts and as of September
11 1, 2016 the contract you reviewed will be your new contract. We're all hoping
12 you'll sign it and continue on with us."

13
14 43. On the afternoon of May 25, 2016, (and after Plaintiff received the
15 above-referenced memo) Plaintiff attended a Junior Reserve Officer Training Corps
16 (JROTC) awards banquet.

17
18 44. Wellpinit School District Board Chair Angie Matt also attended the
19 JROTC banquet.

20
21 45. At the banquet Plaintiff told Ms. Matt that there was an issue with the
22 New Contract, that the issue involved the New Contract's lack of notice and
23 grievance procedures, that the District employees subject to the New Contract were
24 afraid of their jobs if they did not sign the New Contract, and that Ms. LeBret
25

1 wanted to meet with WSD's Board to discuss the New Contract on behalf of herself
2 and similarly situated co-workers.

3 46. Plaintiff concluded the conversation by asking Ms. Matt whether she
4 (Matt) had seen the New Contract.
5

6 47. Ms. Matt stated that she had not seen the New Contract.

7 48. On May 26, 2016 Plaintiff wrote Mr. Adkins an email stating "I did
8 get your note yesterday regarding the employment contract. I still do have questions
9 and concerns about the contract and would like to meet with you, the Board and the
10 others who are receiving the contract so that we all can be on the same page."
11

12 49. Mr. Adkins never responded to Plaintiff's May 26, 2016 email.

13 50. On June 13, 2016, Plaintiff returned to work on full-time status. Put
14 differently, June 13th was the first day, since March 2016, that Plaintiff had fully
15 returned to work following her back surgery.
16

17 51. On June 13, 2016 Plaintiff again wrote Mr. Adkins stating that Plaintiff
18 had not heard from Mr. Adkins regarding Plaintiff's May 26, 2016, email. Plaintiff
19 then requested to have a conversation with Mr. Adkins and the Board regarding the
20 proposed non-represented employees' contract in which Plaintiff again sought to
21 address the pre-termination notice and grievance procedures.
22

23 52. On June 14, 2016, Mr. Adkins telephoned WSD Board Members Terry
24 Payne and Mike Seyler, informed both Board Members that Ms. LeBret was "trying
25

1 to change the wording” of the contract, and the Board needed to let Mr. Adkins “do
2 his job.”

3 53. On June 16, 2016, - - - three days after Plaintiff’s full return to work -
4 - - Mr. Adkins placed Plaintiff on administrative leave and instructed her to remain
5 off of District property.
6

7 54. Plaintiff immediately asked Mr. Adkins as to why Plaintiff had been
8 placed on administrative leave. Mr. Adkins did not respond to Plaintiff’s query.
9

10 55. On June 16, 2016, Mr. Adkins (via a letter separate from the one that
11 placed Plaintiff on administrative leave and instructed her to remain off of District
12 property) informed Plaintiff that the Board withdrew its previous “offer of an
13 employment contract” for the 2016-2017 school year.
14

15 56. On June 18, 2016 Plaintiff emailed Ms. Matt to inform Ms. Matt that
16 Plaintiff had not received a response from Mr. Adkins regarding Plaintiff’s
17 employment termination.
18

19 57. On June 20, 2016, Mr. Adkins ordered Plaintiff to “not contact School
20 Board Members.”

21 58. On June 21, 2016, Mr. Adkins informed Plaintiff that Plaintiff was
22 fired because “the District is looking to reorganize its central office staff and to
23 potentially consolidate duties.”
24
25

1 motivating factor in the adverse employment decision. *Smith v. Bates Tech. Coll.*,
2 139 Wn.2d 793, 812 (2000).

3 64. Where the alleged retaliation is based on expressive conduct
4 constituting speech, a court must first determine whether the speech can be
5 characterized as addressing a matter of public concern.
6

7 65. Matters of public concern include, without limitation, an employee's
8 speech (and petitioning) activities that seek to improve the employment terms and
9 conditions of both that employee *and* her co-workers.
10

11 66. Plaintiff's speech regarding the New Contract's lack of notice and
12 grievance procedures was made on Plaintiff's benefit and for the mutual aid and
13 benefit of the other positions and employees subject to the New Contract.
14

15 67. Additionally, requesting to speak to a governmental body in order to
16 address concerns about an employment contract is a matter of public concern.

17 68. Plaintiff engaged in matters of public concern by addressing, to
18 Adkins, Matt, and the District, her and her co-workers' concerns with the New
19 Contract's lack of notice and grievance procedures and expressing her desire to
20 petition the WSD's Board regarding the New Contract's lack of those notice and
21 grievance provisions.
22

23 69. By repeatedly complaining that the New Contract adversely affected
24 the work terms and conditions of both Plaintiff *and* Plaintiff's co-workers,
25

1 Plaintiff's speech (and request to petition the WSD's Board) related to more than a
2 purely private issue only involving Plaintiff but matters of labor relations involving
3 other similarly-situated workers who were too afraid to contest the New Contract.

4 70. Plaintiff made these statements (and attempted to petition the WSD's
5 Board) in her private capacity as nothing in her job as Food Service Director
6 requires her to address or otherwise negotiate terms and conditions of employment
7 contracts or bring concerns with such terms to the District's board.
8

9 71. Plaintiff's speech protesting (and attempts to petition the WSD's
10 Board regarding) the New Contract's lack of previously existing notice and
11 grievance rights is of interest to citizens in evaluating the District's performance by
12 allowing citizens to assess (a) whether the New Contract's lack of such protections
13 would save the District money, (b) whether the New Contract's lack of such
14 protections would improve the performance of the five affected District employees,
15 and (c) whether the New Contract's lack of such protections would adversely affect
16 the performance of the five affected District employees.
17
18

19 72. At no time did Plaintiff's speech protesting (and attempts to petition
20 the WSD's Board regarding) the New Contract's lack of notice and grievance terms
21 impair Plaintiff's superiors' ability to control or discipline Plaintiff.
22
23
24
25

1 73. At no time did Plaintiff's speech protesting (and attempts to petition
2 the WSD's Board regarding) the New Contract's lack of notice and grievance terms
3 disrupt Plaintiff's relationship with her co-workers.

4 74. At no time did Plaintiff's speech protesting (and attempts to petition
5 the WSD's Board regarding) the New Contract's lack of notice and grievance terms
6 erode close working relationships premised on personal loyalty and confidentiality.
7

8 75. At no time did Plaintiff's speech protesting (and attempts to petition
9 the WSD's Board regarding) the New Contract's lack of notice and grievance terms
10 interfere with Plaintiff's job duties.
11

12 76. At no time did Plaintiff's speech protesting (and attempts to petition
13 the WSD's Board regarding) the New Contract's lack of notice and grievance terms
14 obstruct the District's routine operations.
15

16 77. The District as well as Defendants Matt and Adkins are "persons"
17 within the meaning of 42 U.S.C. § 1983 and all actions taken by said Defendants
18 were taken under the color of law.
19

20 78. At all relevant times Defendants Matt and Adkins, while acting in
21 either their individual or official capacities, (a) knew that Plaintiff was petitioning
22 to improve both Plaintiff's and Plaintiff's co-workers working conditions and
23 associate with other workers in order to do so by, among other things, negotiating
24 terms of an employment contract that allowed for certain grievance and pre-
25

1 termination procedures, (b) knew that Plaintiff's petitioning activity was protected
2 First Amendment speech, associational, and petitioning activity, but (c) knowingly
3 and intentionally denied Plaintiff that Constitutionally protected right to speech,
4 association, and petitioning.

5
6 79. Defendants retaliated against Plaintiff for exercising her First
7 Amendment rights to (a) petition for improved working conditions and (b) by
8 associating with her co-workers to seek such improved working conditions by
9 terminating Plaintiff's employment.

10
11 80. Following Plaintiff's employment termination Defendant Adkins
12 continued to violate Plaintiff's First Amendment right to petition the District's
13 School Board by ordering Plaintiff to "not contact School Board Members."

14
15 81. Since the District had terminated Plaintiff's employment on June 16,
16 2016, Adkins and Matt's June 20, 2016, instruction that Plaintiff "do not contact
17 School Board Members" regarding Plaintiff's having been placed on administrative
18 leave violated Plaintiff's right as a private citizen to petition the government (here
19 the District's Board) to address concerns regarding her termination.

20
21 82. Defendants' acts have caused Plaintiff damages in an amount to be
22 proven at trial.

23
24 **(CAUSE OF ACTION NO. 2 – WRONGFUL DISCHARGE IN
25 VIOLATION OF PUBLIC POLICY)**

1 83. An employee states a cause of action in tort for wrongful discharge if
2 the discharge contravenes a clear mandate of public policy.

3 84. In assessing whether a clear mandate of public policy is violated courts
4 inquire as to whether the employer's conduct contravenes the letter or purpose of a
5 constitutional, statutory, or regulatory provision or scheme.
6

7 85. The Washington State Supreme Court holds that RCW 49.32.020
8 confers substantive rights upon employees to be free from interference, restraint, or
9 coercion by their employers if that employee seeks collectively to improve working
10 conditions as set out under RCW 49.32.020. *Bravo v. Dolsen Companies*, 125
11 Wn.2d 745 (1995).
12

13 86. Among other things, RCW 49.32.020 allows an employee to
14 "negotiate the terms and conditions of his or her employment" and to be "free from
15 interference, restraint, or coercion" of his or her employer while doing so.
16

17 87. Plaintiff repeatedly, on behalf of herself as well as the above-
18 referenced coworkers, attempted to "negotiate the terms and conditions of" her
19 employment with the District, Ms. Matt and Mr. Adkins by seeking to include
20 grievance and pre-termination procedures.
21

22 88. Plaintiff's dismissal for exercising the rights set out in RCW 49.32.020
23 jeopardize the above-referenced public policy.
24
25

1 89. The defendants wrongfully discharged Plaintiff for exercising her right
2 under that clearly established public policy.

3 90. The Defendants have no justification for their improper dismissal of
4 Plaintiff. Put simply, but for Plaintiff's opposition to the New Contract's lack of
5 grievance and pre-termination notice procedures, the Defendants would not have
6 terminated her employment.
7

8 91. The Defendants' acts and omissions have caused Plaintiff damages in
9 an amount to be proven at trial.
10

11 **(CAUSE OF ACTION NO. 3 & 4 – VIOLATION OF THE FAMILY**
12 **MEDICAL LEAVE ACT – INTERFERENCE AND RETALIATION)**

13 92. Plaintiff was eligible for FMLA benefits as she worked 1,250 hours in
14 the preceding year and WSD employed in excess of fifty employees during the
15 relevant timeframe.

16 93. WSD, as the covered employer, had the initial obligation to provide
17 notice to and designate the leave as either Family Medical Leave or not under the
18 Act and, in addition, provide Plaintiff with an FMLA Rights and Responsibilities
19 Notice and provide that notice at the time Plaintiff began requesting medical leave.
20

21 94. Defendant WSD did not specifically and timely provide Plaintiff with
22 the required FMLA eligibility and rights and responsibilities notices at or near the
23
24
25

1 time Plaintiff requested the above-referenced medical leave nor did WSD provide
2 those notices upon Plaintiff's return from medical leave in June 2016.

3 95. In order to prove FMLA interference and retaliation claims, an
4 employee must prove that: (1) he took or requested protected leave; (2) the
5 employer subjected him to an adverse employment action; and (3) the taking of or
6 requesting protected leave was a "negative factor" in the adverse employment
7 decision. *See McCauley v. ASML US, Inc.*, 917 F.Supp.2d 1143, 1152 (D.Or.2013);
8 29 C.F.R. § 825.220(c). A plaintiff may prove an interference claim "by using either
9 direct or circumstantial evidence, or both." *Schultz v. Wells Fargo Bank, Nat. Ass'n*,
10 970 F. Supp. 2d 1039, 1052-53 (D. Or. 2013).

13 96. Plaintiff had a serious health condition (major back surgery) for which
14 she took protected leave in the March 2016 timeframe.

16 97. Within three days of fully returning to work from the above-mentioned
17 leave, Plaintiff's employment was terminated which, unquestionably, is an adverse
18 employment action.

19 98. Plaintiff's taking of leave was a negative factor in WSD's decision to
20 terminate Plaintiff's employment given, *inter alia*, of the close temporary proximity
21 between Plaintiff's full return to work and termination (three days) and the fact that
22 Defendant's stated reason for termination is a pretext to cover up Plaintiff's illegal
23 termination. Further, under the FMLA, an employee returning from FMLA is to be
24
25

1 treated as if he or she never went on leave and WSD's June 16th termination of
2 Plaintiff's employment constitutes such interference with that FMLA right.

3 99. Defendant WSD also interfered with Plaintiff's FMLA rights by, *inter*
4 *alia*, failing to provide Plaintiff with the proper FMLA paperwork including,
5 without limitation, the FMLA eligibility and rights and responsibilities notices.
6

7 100. WSD's failure to timely provide the FMLA eligibility notice
8 prejudiced Plaintiff by, *inter alia*, concealing the amount of eligible leave Plaintiff
9 had as such knowledge would have affected the decisions Plaintiff made vis-à-vis
10 her pre and post-return to work care.
11

12 101. WSD's failure to timely provide the FMLA rights and responsibilities
13 notice prejudiced Plaintiff by, *inter alia*, concealing (from Plaintiff) the rights
14 Plaintiff had under the FMLA and by concealing those rights WSD deprived
15 Plaintiff of the opportunity to assert her FMLA rights at the time of her termination.
16

17 102. The Defendants' acts and omissions have caused Plaintiff damages in
18 an amount to be proven at trial.
19

20 **(CAUSE OF ACTION NO. 5 – VIOLATION OF RCW 49.60.180 –**
21 **DISABILITY DISCRIMINATION)**

22 103. Under the WLAD, RCW 49.60.180, an employee's disability, or
23 perceived disability, cannot be a substantial factor in an employer's adverse
24 employment action.
25

1 104. The major back surgery that gave rise to Ms. LeBret's above-
2 referenced medical leave is a disability.

3 105. At all times relevant to this lawsuit Ms. LeBret was performing her
4 duties in a satisfactory manner.

5 106. Mr. Adkins admits that one of the factors that he took into
6 consideration in deciding to place Ms. LeBret on administrative leave - - an act
7 tantamount to terminating Ms. LeBret's employment - - was Ms. LeBret's
8 disability-caused absences from the workplace.
9

10 107. Following Ms. LeBret's June 2016 return to work (in a fulltime
11 capacity) Mr. Adkins not only took Ms. LeBret's prior disabilities into account in
12 making the decision to terminate her employment (three days after she returned to
13 work in a fulltime capacity) but also based his termination decision on Mr. Adkins'
14 perception that since Ms. LeBret had "been battling some pretty serious health
15 issues" Ms. LeBret still needed to "get healed up".
16
17

18 108. Accordingly, Defendant not only discriminated on Ms. LeBret's actual
19 disability but the perceived disability that Ms. LeBret had not fully healed and, as
20 such, would still be absent from the workplace which, in turn, would cause other
21 staffing issues.
22

23 109. Defendant WSD's acts and omissions has caused Ms. LeBret damages
24 in an amount to be determined at trial.
25

V. PRAYER FOR RELIEF

Plaintiff respectfully prays for:

A. Compensation for all injury and damages suffered by Ms. LeBret including, but not limited to, both economic and non-economic damages, in the amount to be proven at trial including back pay, front pay, pre and post judgment interest, lost benefits of employment, adverse tax consequences of any award for economic damages exemplary damages, liquidated damages, punitive damages, and general damages relating to emotional distress and mental anguish damages as provided by law.

B. Plaintiff’s reasonable attorneys, expert fees, and costs, pursuant to 42 U.S.C. § 1988, and as otherwise provided by law as well as the *private attorney general* theory of recovery of reasonable attorney fees and costs in employment related cases.

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

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1 Respectfully submitted this 20th day of November 2017.

2
3 /s Matthew Crotty

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system. All other parties, if any, shall be served in accordance with the Federal Rules of Civil Procedure.

Dated this November 20th, 2017.

/s Matthew Crotty
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