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12 Attorneys for Plaintiff

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

15 CRAIG D. HANSON

16 Plaintiff,

17 v.

18 COUNTY OF KITSAP,
19 WASHINGTON; and DAVID
20 LYNAM, KITSAP COUNTY FIRE
21 MARSHAL; and, JOHN AND JANE
22 DOE, EMPLOYEE-AGENTS AND
23 FORMER EMPLOYEE-AGENTS
24 OF KITSAP COUNTY

25 Defendants.

NO. 3:13-CV-05388 - RJB

PLAINTIFF CRAIG D.
HANSON'S FIRST
AMENDED COMPLAINT
FOR VIOLATIONS OF
USERRA, DEMAND FOR
DAMAGES, AND TRIAL BY
JURY

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

23 **COMES NOW** Plaintiff, Craig D. Hanson, through his attorneys, and
24 alleges his First Amended Complaint, as follows:
25

I. PARTIES AND JURISDICTION

1
2 1.1 Plaintiff CRAIG HANSON (Mr. Hanson) resided within the Western
3 District of Washington at all times pertinent hereto.

4 1.2 Defendant KITSAP COUNTY, WASHINGTON is an employer in the State
5 of Washington.
6

7 1.3 Defendant DAVE LYNAM, KITSAP COUNTY FIRE MARSHAL is an
8 agent of KITSAP COUNTY and is named in his representative and individual
9 capacity. His acts are imputed to KITSAP COUNTY.
10

11 1.4 Defendants JOHN and JANE DOES are agents of KITSAP COUNTY and
12 are named in their representative and individual capacities and their acts are
13 imputed to KITSAP COUNTY. Upon information and belief, Defendants JOHN
14 or JANE DOE, are or were employed by KITSAP COUNTY, acted as agents of
15 the same, and are named in their representative and individual capacities. Their
16 acts are imputed to KITSAP COUNTY.
17

18 1.5 All acts complained of occurred in the Western District of Washington.
19

20 1.6 The Federal Court for the Western District of Washington has jurisdiction
21 over this matter under 38 U.S.C. § 4323(b)(1)-(3) and 28 U.S.C. § 1331.

22 1.7 Venue is proper in the Federal Court for the Western District of
23 Washington under 38 U.S.C. § 4323(c)(1)-(2) and the Defendants exercised
24
25

1 authority in this judicial district. This Court has personal and subject matter
2 jurisdiction.

3 1.8 Mr. Hanson filed a Notice of Tort Claim and Amended Notice of Tort
4 Claim and reserves the right to amend this complaint to plead certain state law
5 claims once such claims become timely.
6

7 II. FACTS

8 2.1 Plaintiff incorporates paragraphs 1.1 through 1.8 as set forth verbatim
9 herein.
10

11 2.2 Mr. Hanson is a veteran of the United States Army, Washington Army
12 National Guard and the United States Marine Corps. His service includes combat
13 in the Philippines, Saudi Arabia, Kuwait and Iraq. He currently serves in the
14 Washington Army National Guard and is periodically called to active duty.
15

16 2.3 All of Mr. Hanson's military discharge records reflect honorable service to
17 the United States.

18 2.4 Mr. Hanson worked for the defendants from March 2007 to present. Mr.
19 Hanson began working for the defendants as a Deputy Fire Marshal ("DFM") 1.
20 As a DFM 1, Mr. Hanson's work included conducting plans examination for fire
21 code inspections and related activities.
22

23 2.5 On June 4, 2007, Mr. Lynam asked Mr. Hanson to apply for the higher
24 paying and more prestigious DFM 2 position. Mr. Hanson did so but did not get
25

1 the job due because the Board of County Commissioners did not approve the
2 DFM 2 position.

3 2.6 Although Mr. Hanson did not get the DFM 2 job, he conducted DFM 2
4 work. By June 2007 Mr. Hanson received fire investigator training, began
5 working out of class as a DFM 2, and was placed in the work rotation as a lead
6 fire investigator. Mr. Hanson performed the DFM 2 duties with exception and
7 was called to testify, in court, in that capacity. Mr. Hanson's union directly
8 associated the work Mr. Hanson was doing with the DFM 2 position.
9

10 2.7 In August 2007 the County lowered the qualification standards for DFM 1.
11 Before August 2007 the DFM 1 qualifications included: (a) a high school diploma
12 or G.E.D., (b) substantial certificated training or (c) an Associate or higher degree
13 in fire prevention or a closely related field, (d) two years' experience in the field
14 of fire prevention, fire investigation or as a fire fighter of a recognized fire
15 department; or (e) equivalent experience and education. These standards
16 governed when Mr. Hanson applied for the job, were in line with the
17 recommendations of NFPA 1031 (National Fire Protection Association's
18 qualifications for Fire Inspector I-III, Fire Plans Examiner), consistent with the
19 recommendations that Mr. Lynam put forward to the county in November 2006,
20 and the standards that DFM 1 Tom Richey was hired under in May 2007.
21
22
23
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25

1 2.8 But after August 2007 the DFM 1 qualifications were lowered to one year
2 of experience. Further, the new DFM 1 qualification set out the path to the DFM
3 2 position:

4 Upon completion of the following requirements a Deputy Fire
5 Marshal 1 may be considered for promotion to a Deputy Fire
6 Marshal 2: successful completion of at least twelve months as a
7 Deputy Fire Marshal 1 at Kitsap County; and having a total of
8 three-years progressive work experience at a level equivalent to
9 or more advanced than the Fire Inspector 1; and possessing
10 certification by the International Code Council (ICC) as a Fire
11 Inspector 2; and meeting established proficiencies in plan
review, fire inspection, and fire investigation support; and
receiving successful performance evaluations during the time
spent as a Deputy Fire Marshal 1.

12 2.9 The DFM 2 job descriptions did not change in August 2007. To that end,
13 Mr. Hanson and Mr. Lynam met and discussed the varied changes to the DFM 1
14 standards and how the unchanged qualifications listed in the DFM 2 position were
15 consistent with both Mr. Hanson and Mr. Lynam's understanding that Mr. Hanson
16 would soon be paid at the DFM 2 rate for the DFM 2 work Mr. Hanson was
17 already doing given that Mr. Hanson met the qualifications set out in block-quoted
18 portion of paragraph 2.8.
19
20

21 2.10 The County's lowering of the DFM 1 standard allowed Jackie Blackwood,
22 who up to that point served as an Administrative Assistant, to occupy the DFM 1
23 position in February 2008. The DFM 1 position was not advertised publically as
24 it had traditionally been, thus allowing Ms. Blackwood to easily get that job.
25

1 2.11 Mr. Hanson continued to "work out of class" doing the work of a DFM 2.
2 DFM 2 duties differed from those of a DFM 1 as a DFM 2's duties required fire
3 investigation, complex commercial project plan review, criminal investigation,
4 and applying varied criminal and civil laws/regulations set out in fire codes to
5 specific project plan reviews.
6

7 2.12 Mr. Hanson's DFM 2 work schedule allowed Hanson, Lynam, and Tina
8 Turner to work 5 days per week, 8 hours per day, while being eligible for
9 "additional call back pay" and "on call pay."
10

11 2.13 In August 2009, Mr. Hanson received notice that he was being called to
12 active duty with the Army National Guard and gave defendants written notice of
13 the same.
14

15 2.14 In November 2009 Mr. Hanson began his military assignment.

16 2.15 Since Mr. Hanson was leaving for military duty the County moved Shawn
17 Shepherd and Brad Wiggins into Mr. Hanson's DFM 2 position. Prior to leaving
18 for military duty Mr. Hanson gave his Fire Marshal badge to Mr. Wiggins,
19 relinquished his County Fire Code Official identification, relinquished his FM3
20 call sign (which was also given to Mr. Wiggins), and relinquished his work
21 vehicle and work equipment to Mr. Wiggins.
22

23 2.16 In 2010 Mr. Hanson gave Defendants written and oral notice of his intent to
24 return to work but was told by Mr. Lynam that if he did so it would be to a part
25

1 time position due to budget cuts and that Mr. Lynam would have to lay off another
2 employee if Mr. Hanson returned. Mr. Hanson continued on military duty until
3 late 2012 when he, again, notified Mr. Lynam that he wanted to return to work
4 and was told that he could return at full time. Mr. Hanson's cumulative active
5 military service while employed with Kitsap County was less than five years.
6

7 2.17 Mr. Hanson returned to work at the County on December 3, 2012. The
8 County refused to reemploy Mr. Hanson to a DFM 2 position. Mr. Lynam told
9 Mr. Hanson that after some "on the job training," from Mr. Wiggins, that Mr.
10 Hanson would resume working out of class as a DFM 1 and that Mr. Wiggins
11 would be retained as a DFM 2 for investigations. In addition to not allowing Mr.
12 Hanson to resume the DFM 2 duties, the County, after Mr. Hanson's repeated
13 requests, refused to return his Fire Marshal badge, FM3 call sign, work vehicle,
14 and identification. At times Mr. Wiggins refused to even allow Mr. Hanson to use
15 the vehicle to conduct work-related inspections.
16
17

18 2.18 Shortly after Mr. Hanson's 2012 return to work, the County reduced Mr.
19 Hanson's work hours, refused to provide Mr. Hanson remedial training so he
20 could re-assume his DFM 2 duties (although he requested training on several
21 occasions), and refused to remove Mr. Shepherd and Mr. Wiggins from the DFM
22
23 2 position.
24
25

1 2.19 The County's failure to follow the law with regards to Mr. Hanson's return
2 placed him in a precarious position where he (Hanson) was forced to beg
3 management for his pre-deployment job, equipment, and hours back.

4 2.20 Nonetheless, upon return to work Mr. Hanson took proactive steps to
5 reintegrate himself to the Fire Marshal shop. He attempted to provide positive
6 assistance to his peers. But instead of reciprocating those overtures Mr. Hanson's
7 co-workers, with management's sanction, ostracized Mr. Hanson by having
8 meetings without him and refusing to give him proper equipment and training to
9 do his job. The County's actions exacerbated Mr. Hanson's Post Traumatic Stress
10 Disorder (PTSD).
11
12

13 2.21 Mr. Hanson repeatedly informed his supervisor, Dave Lynam, that Mr.
14 Lynam and his co-worker's actions were exacerbating his PTSD. Mr. Lynam took
15 no action.
16

17 2.22 Faced with Mr. Lynam's inaction, Mr. Hanson contacted Gordon Jacobson,
18 an ombudsman with the federal Employer Support for Guard and Reserve
19 (ESGR). Mr. Hanson contacted the ESGR in order to have the ESGR inform the
20 County of his rights under the Uniformed Services Employment and
21 Reemployment Rights Act (USERRA) and inform the County of the difficulty
22 some veterans, like Mr. Hanson, have in returning to work.
23
24
25

1 2.23 On January 3, 2013, the ESGR contacted Mr. Lynam. Mr. Lynam did not
2 respond to the ESGR's query. The case was then closed because of the County's
3 inaction.

4 2.24 Mr. Lynam did, however, characterize Mr. Hanson's ESGR complaint as
5 "offensive."
6

7 2.25 Thereafter, things got worse for Mr. Hanson. Specifically, Mr. Lynam
8 continued to relegate Mr. Hanson to work in a status below employees with less
9 experience, less seniority, and who were hired to replace Mr. Hanson even though
10 Mr. Lynam was on notice that those actions, among others, violated the law.
11

12 2.26 Mr. Lynam, although aware that Mr. Hanson's reemployment rights were
13 protected by federal law, assigned Mr. Hanson a lower status radio call sign, took
14 necessary equipment and tools that were previously assigned to Mr. Hanson and
15 assigned the equipment and tools to subordinated employees with less seniority
16 and experience, at the same time not replacing the equipment taken from Mr.
17 Hanson.
18

19 2.27 Mr. Lynam allowed Mr. Hanson's co-workers to single out and ostracize
20 Mr. Hanson even though Mr. Hanson informed Mr. Lynam that those actions
21 exacerbated his PTSD.
22

23 2.28 Mr. Lynam allowed Mr. Wiggins and Mr. Shepherd, who feared the loss of
24 their own employment because of Mr. Hanson's return, to harass Mr. Hanson at
25

1 work. And Mr. Lynam ratified that conduct by failing to address multiple
2 requests by Mr. Hanson to remedy the obvious office problem.

3 2.29 Indeed, on March 7, 2013, Mr. Hanson's treating physician increased his
4 PTSD-related medications because of the treatment Mr. Hanson was experiencing
5 at work.
6

7 2.30 On or about April 9, 2013, the County required Mr. Hanson to apply for the
8 DFM 2 position he should have been given upon his return from duty.

9 2.31 Mr. Hanson duly applied for the DFM 2 position but was not selected.
10 Instead the job was given to Jackie Blackwood even though Mr. Blackwood had
11 less experience doing fire inspection work and no experience in fire
12 investigations.
13

14 2.32 On April 25, 2013, the County, in violation of policy and Mr. Hanson's
15 privacy rights, left copies of notes it took from Mr. Hanson's DFM 2 interview on
16 a credenza in the main office. Those notes, which were read by at least one of Mr.
17 Hanson's co-workers, accused Mr. Hanson of being sexist because he used the
18 word "fireman" and characterized Mr. Hanson as a "jerk."
19

20 2.33 Fearing that his livelihood was a stake, Mr. Hanson proceeded to ask for
21 positive reference letters from customers and co-workers. Mr. Hanson quickly
22 obtained positive references from both co-workers and customers.
23
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25

1 2.34 On April 26, 2013, Mr. Hanson filed a Notice of Tort claim with the County
2 alleging both USERRA and varied state law claims against the County.

3 2.35 Shortly thereafter Defendants retaliated against Mr. Hanson for filing the
4 Notice of Tort Claim.

5 2.36 On April 29, 2013, Mr. Lynam asked Mr. Hanson to attend a performance
6 evaluation meeting even though such reviews in the Fire Marshal's office are
7 conducted on an annual basis and Mr. Hanson was not due to be evaluated until
8 months later.
9

10 2.37 On April 29, 2013, Mr. Hanson politely declined Mr. Lynam's invitation
11 and informed Mr. Lynam and Mr. Lynam's boss, Jeff Rowe, that attending the
12 performance evaluation would exacerbate his work-related stress. But Mr.
13 Lynam, in reckless disregard of Mr. Hanson's medical condition, directed Mr.
14 Lynam, in reckless disregard of Mr. Hanson's medical condition, directed Mr.
15 Hanson to attend the performance review which he did on May 1, 2013.
16

17 2.38 On May 1, 2013, the performance review meeting occurred where Mr.
18 Lynam informed Mr. Hanson that Mr. Hanson's hours were being reduced thus
19 costing Mr. Hanson approximately \$300/month in pay. At the May 1, 2013,
20 meeting Mr. Lynam also refused to remove Mr. Wiggins and Mr. Shepherd from
21 the DFM 2 duties even though Mr. Hanson's union representative, who attended
22 the May 1, 2013, meeting, demanded such. And at the May 1, 2013, meeting Mr.
23 Lynam admitted that Mr. Hanson was well qualified to do the job, admitted that
24
25

1 Mr. Hanson had asked (twice) for a meeting with his co-workers in an attempt to
2 resolve perceived differences, but said that the reason that Mr. Hanson did not get
3 the DFM 2 job was because of his attitude.

4 2.39 On May 2, 2013, Mr. Lynam met with Randy Billick, the Chief of
5 Prevention for Central Kitsap Fire and Rescue (CKFR), in that meeting Mr.
6 Lynam instructed Mr. Billick to tell CKFR employees to (a) not write any positive
7 character references to Mr. Hanson and (b) not contact Mr. Hanson for any job-
8 related work.
9

10 2.40 Indeed, one such individual with whom Mr. Hanson sought to get a
11 reference was a CKFR employee. On May 2, 2013, that employee began to write
12 a reference letter on behalf of Mr. Hanson only to be told by Mr. Billick to stop.
13 Mr. Billick informed that employee that he (Billick) had been directed by Mr.
14 Lynam to have CKFR employees not write letters on behalf of Mr. Hanson.
15

16 2.41 And on or about May 2, 2013, Mr. Billick, at Mr. Lynam's request, directed
17 KCFR inspectors to cease contacting Mr. Hanson for business-related reasons but
18 instead forward all fire inspection work to Ms. Blackwood. Before filing the
19 Notice of Tort claim Mr. Hanson was the County's primary point of contact with
20 CKFR.
21

22 2.42 In furtherance of their retaliation against Mr. Hanson, on, or before, May 8,
23 2013, Defendants embarked on a deliberate course of action designed to pressure
24
25

1 and coerce Mr. Hanson and collect information to undermine Mr. Hanson's Tort
2 claims and Mr. Hanson's attempt to enforce his USERRA rights.

3 2.43 In furtherance of their deliberate course of action, Defendants stripped Mr.
4 Hanson of his responsibilities and pay. Defendant, Dave Lyman, directed that all
5 of Mr. Hanson's investigatory work be taken over by an outside agency, City of
6 Bremerton, including call-out shift work, and thereby denying Mr. Hanson his
7 customary wages.
8

9 2.44 In furtherance of their deliberate and retaliatory course of action,
10 Defendants threatened Mr. Hanson's employment. In an e-mail to Mr. Hanson,
11 under the guise of a fictitious "question of accommodation" (that Mr. Hanson did
12 not request) Defendants: (1) reminded Mr. Hanson that, "you remain a County
13 employee"; (2) denied the principal facts in Mr. Hanson's Notice of Tort Claim;
14 and (3) suggested that Mr. Hanson cooperate and provide information with regard
15 to the fictitious request.
16
17

18 2.45 On May 10, 2013, Mr. Hanson, politely answered Defendants' query and
19 requested that matters with regard to the Defendants' reasonable accommodation
20 query be directed to Mr. Hanson's attorneys. Defendants did not contact Mr.
21 Hanson's lawyers, instead Defendants embarked on a course of ex parte contact
22 with Mr. Hanson.
23

24 2.46 On May 13, 2013, Mr. Hanson began a two week period of military leave.
25

1 2.47 In furtherance of their deliberate course of action, on May 20, 2013,
2 Defendants issued Mr. Hanson an unsolicited "ADA request" although Mr.
3 Hanson did not make an "ADA request." Defendants made the "ADA request"
4 instead of honoring Mr. Hanson's request that matters be directed to his attorneys.
5 Defendants issued Mr. Hanson multiple forms, releases of information and
6 requests with regard to the fictitious "ADA request."
7

8 2.48 On May 22, 2013, Mr. Hanson filed his original Federal Complaint in this
9 matter.
10

11 2.49 In furtherance of their deliberate course of action to undermine Mr.
12 Hanson's Tort Claims, Defendants issued Mr. Hanson a notice of internal
13 investigation in which Defendants informed Mr. Hanson that he needed to attend a
14 June 12, 2013, interview.
15

16 2.50 In furtherance of their deliberate course of action and in retaliation against
17 Mr. Hanson for filing his Federal Complaint, Defendants issued a completely
18 arbitrary notice that Mr. Hanson was to be denied his usual work responsibilities
19 until he became medically cleared to do his DFM 1 and 2 investigation work. The
20 harassing and pretextual nature of the request is underscored by the fact that (1)
21 Mr. Hanson did not request any accommodation as to his actual DFM 1/2 work
22 duties and (2) Defendants' May 1, 2013 admission that Mr. Hanson was well
23 qualified to do the DFM 1 and 2 work.
24
25

1 2.51 In addition, Defendants refused to provide Mr. Hanson proper credit and/or
2 contributions to Mr. Hanson's retirement account. Defendants also refused to
3 allow Mr. Hanson to properly utilize and benefit from the County's longevity
4 bonus program.

5
6 2.52 During the time when he was on military leave, Mr. Hanson was not given
7 any notice regarding his right to, and was not afforded the opportunity to
8 contribute to, his Public Employees Retirement plan. And following Mr.
9 Hanson's return from duty the County failed to make its contribution to Mr.
10 Hanson's retirement plan.
11

12 2.53 Since his return to work on December 1, 2012, to the present day Mr.
13 Hanson took over 68 hours of sick leave to address the damaging physical and
14 mental manifestations caused by the County and Mr. Lynam's treatment of him.
15

16 2.54 At all times relevant hereto, KITSAP COUNTY maintained a posted notice
17 where employers customarily place notices for employees as required by 38
18 U.S.C. § 4334.
19

20 2.55 At all times relevant hereto, KITSAP COUNTY maintained policies that
21 prohibit unlawful discrimination.

22 2.56 At all times relevant hereto, KITSAP COUNTY had a duty to conduct itself
23 in compliance of the law, including the USERRA and ensure its agents followed
24
25

1 the Act. The above actions by KITSAP COUNTY, and its agents breached those
2 duties and are the proximate cause of Mr. Hanson's damages.

3 **III. FEDERAL CAUSES OF ACTION**

4 3.1 Plaintiff re-alleges paragraphs 1.1 through 2.56.

5
6 3.2 Defendant KITSAP COUNTY and its individual members who are either
7 its elected executives, agents, or employees acting under the authority granted to
8 them by state law, or delegated to them by KITSAP COUNTY violated Mr.
9 Hanson's rights as guaranteed by the USERRA 38 U.S.C. §§ 4301 to 4335,
10 including but not limited to: 38 U.S.C. § 4311 discrimination in employment; 38
11 U.S.C. §§ 4312, 4313 reemployment position; § 4316, and 20 C.F.R. § 1002.247,
12 rights and benefits of persons absent from employment for service in the armed
13 forces; and § 4318, and 20 C.F.R. § 1002.262(a), employee pension and benefit
14 plans.
15

16
17 3.3 During all times mentioned herein, Defendants with knowledge and
18 responsibility have, separately and in concert, engaged in illegal and negligent
19 conduct to the injury and humiliation of Mr. Hanson which deprived him of the
20 rights, privileges, and immunities secured to him under the laws of the United
21 States by virtue of his honorable service to the United States in the uniformed
22 service.
23
24
25

1 3.4 This systematic pattern of conduct consists of a number of individual acts
2 visited on Mr. Hanson by the Defendants. These acts, while carried out under
3 color of authority, have no justification or excuse in the law and are illegal and
4 negligent.

5
6 3.5 Defendants violated 38 U.S.C. § 4311 of USERRA, among other ways, by
7 discriminating against Mr. Hanson: (a) when Defendants denied him
8 reemployment and other employment benefits partly because of his membership,
9 service, or obligation to perform service in the uniformed service; and, (b) when
10 Defendants retaliated against Mr. Hanson when he took action to enforce
11 protections afforded to him under USERRA.

12
13 3.6 Defendants violated 38 U.S.C. §§ 4312, 4313, among other ways, by failing
14 to reemploy Mr. Hanson in a position of seniority, status and pay, with other
15 rights and benefits determined by seniority plus the additional seniority and rights
16 and benefits that Mr. Hanson would have attained had he remained continuously
17 employed.

18
19 3.7 The Defendants violated 38 U.S.C. § 4318, among other ways, by denying
20 Mr. Hanson the right to make contributions to a retirement plan and by failing to
21 give timely and adequate notice to the plan administrator as required under the
22 USERRA.
23
24
25

1 3.8 The Defendants either knew or showed reckless disregard for whether their
2 conduct was prohibited under the provisions of USERRA, and their conduct was
3 willful as defined by 38 U.S.C. § 4323(d), 20 C.F.R. § 1002.312(c), because
4 Defendants were given notice that their intended actions violated the law and the
5 Defendants carried out said illegal conduct with knowledge and responsibility.
6

7 3.9 To the extent that Defendant's alleged application of any contract,
8 agreement, collective bargaining agreement, policy or practice of the Defendants
9 constitutes any limitation on Mr. Hanson's rights under USERRA, it is illegal,
10 null and void, inapplicable and of no force or effect pursuant to 38 U.S.C. § 4302.
11

12 **IV. PRAYER FOR RELIEF**

13 4.1 Craig Hanson respectfully demands a jury trial as to his USERRA and his
14 state law claims, once this Complaint is amended to plead such, and further to be
15 awarded compensation for all injury and damage suffered. To wit:
16

17 a. both economic and non-economic damages in the amount
18 to be proven at trial including back pay, front pay, lost benefits of
19 employment, negative tax consequences of any award;
20

21 b. liquidated damages, exemplary damages, and punitive
22 damages as provided by law; and,
23

24 c. reasonable attorney and expert fees, and costs, pursuant
25 to 38 U.S.C. § 4323 and as otherwise provided by law.

1 4.2 Under USERRA, a court may order equitable remedies, including
2 reinstatement and recoupment of any loss of wages or benefits. 38 U.S.C. §
3 4323(d)(1)(A, B).

4 4.3 USERRA also empowers a court to use “its full equity powers, including
5 temporary or permanent injunctions, temporary restraining orders, and contempt
6 orders, to vindicate fully the rights or benefits” of the service member. *Id.* §
7 4323(e). A court may award the prevailing party reasonable attorneys’ fees,
8 expert witness fees, and other litigation expenses. *Id.* § 4323(h)(2).

9
10
11 4.4 Based on the violations discussed previously, Plaintiff asks the Court for the
12 following:

13 a. Declare that Defendants' failure to reemploy Plaintiff as a
14 DFM 2, partly because of his military service, was unlawful and
15 violated USERRA, 38 U.S.C. § 4311(a);

16
17 b. Declare that Defendants' failure to reemploy Plaintiff as a
18 DFM 2 partly because Mr. Hanson took action to enforce protections
19 afforded to him under USERRA is a retaliatory action in violation of
20 USERRA, 38 U.S.C. § 4311(b);

21
22 c. Declare that Defendants' failure to reemploy Plaintiff as a
23 DFM 2 was unlawful and violated USERRA 38 U.S.C. §§ 4312,4313;
24
25

1 d. Declare that Defendants' denial of Mr. Hanson the right to
2 make contributions to a retirement plan, and failure to give timely and
3 adequate notice to the plan administrator as required under the
4 USERRA was unlawful and violated USERRA 38 U.S.C. § 4318;

5
6 e. Declare that Defendants' violations of USERRA were willful
7 pursuant to, 38 U.S.C. § 4323(d)(1)(C);

8 f. Reinstate Plaintiff to the position of DFM 2 within Kitsap
9 County - - - the position he would have been reemployed had
10 Defendants not violated USERRA;

11
12 g. Order Defendants to pay Plaintiff lost wages incurred and the
13 value of benefits lost, including lost retirement contributions, between
14 Plaintiff's November 2009 absence from Kitsap County due to
15 military service and the present;

16
17 h. Order Defendants to pay prejudgment interest on the amount
18 of wages and lost benefits found due;

19
20 i. Order Defendants to pay liquidated damages in the amount of
21 lost wages calculated in Paragraph 4.6(g), pursuant to 38 U.S.C. §
22 4323(d)(1)(C); and

23
24 j. Order such other relief as may be just and proper.
25

DATED this 29th day of May 2013.

/s Matthew Crotty
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Attorneys for Plaintiff

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