

II. JURISDICTION & VENUE

- 2) This Court has jurisdiction over the claims in this Complaint pursuant to 28 U.S.C. § 1331 because they arise under federal law.
- 3) Mr. Gamble has properly exhausted his administrative remedies.
 - a. Mr. Gamble filed a timely charge of discrimination on or about October 31, 2016.
 - b. The EEOC investigated this matter and mailed a Notice of Right to Sue on February 16, 2017.
 - c. The Notice of Right to Sue was received by Mr. Gamble on or after February 17, 2017.
- 4) This Court has personal jurisdiction over ACSO because ACSO is located in Arlington, Virginia.
- 5) Venue is proper in this Court pursuant to 42 U.S.C. Section 2000e-5 and 28 U.S.C. Section 1391 because the Defendant resides within this judicial district.

III. PARTIES

- 6) Mr. Gamble is a resident of the State of Maryland. At all times relevant to the facts of this lawsuit, he was an employee of ACSO. The events complained of occurred within the Commonwealth of Virginia.
- 7) ACSO is an office within Arlington County government and is responsible for:
 - a. Managing County detention facility;
 - b. Overseeing Courthouse/courtroom security (Juvenile, Domestic Relations, County Circuit and General District courts);
 - c. Transporting inmates to court, state facilities and medical/other appointments;
 - d. Serving summonses, court orders and other civil processes issued by court;

- e. Collecting delinquent taxes; and
 - f. Assisting in traffic enforcement as well as special details within the County.
- 8) Defendant Sheriff Beth Arthur, named in her official capacity, is the currently serving Sheriff of ACSO.
- 9) Defendant County Manager Mark Schwartz, named in his official capacity, is the principal administrative officer of Arlington County.

IV. FACTS

a. Employment Background of Deputy Gamble

- 10) Deputy Gamble dutifully served as a Deputy Sheriff from July 2, 2008 until June 21, 2016.
- 11) During this time, Mr. Gamble's performance met the standards of ACSO.
- 12) Prior to 2015, Mr. Gamble had not received any disciplinary action from ACSO.
- 13) Despite his lack of a prior disciplinary record, Mr. Gamble was terminated by ACSO within months of his disclosure to ACSO of his medical conditions and his associated requests for a reasonable accommodation.

b. Deputy Gamble is Harassed and Terminated Because of His Disability and Complaints of Mistreatment

1. Deputy Gamble Discloses His Disability to Management on January 20, 2017

- 14) In January 20, 2016, Mr. Gamble informed Captain Johnson and Major Black that he suffered from Post-Traumatic Stress Syndrome.
- 15) Captain Tarra Johnson and Major Bruce Black expressed concern about retaining Deputy Gamble as an employee given his disability.
- 16) They also asked whether Deputy Gamble had served in the military, and expressed disbelief that he could genuinely have developed PTSD as a Deputy Sheriff.
- 17) Management was aware of the medical issues underlying Deputy Gamble's PTSD diagnosis.

2. Deputy Gamble's Disability

- 18) On January 21, 2016, Deputy Gamble met with EAP and was referred to Ms. Dodie Gills who works with officers dealing with PTSD.
- 19) Deputy Gamble experienced depression, flashbacks, withdrawal from social settings and severe anxiety.
- 20) His medical conditions substantially affected his everyday life activities.
- 21) In particular, mental health, physical health, work, relationships and memory.

3. Deputy Gamble is Involuntarily Placed on Light Duty Despite Having No Opportunity to Engage in an Interactive Dialogue Regarding a Reasonable Accommodation

- 22) After that meeting, Deputy Gamble was to return to work on light duty.
- 23) Deputy Gamble was placed on light duty despite not having requested such placement.
- 24) Deputy Gamble's placement on light duty restricted him from obtaining overtime compensation and from applying for potential promotions.
- 25) While on light duty, Deputy Gamble was relieved of his service badge and weapon.

4. Managers and Co-Workers Harass and Belittle Deputy Gamble for His Disability

- 26) Deputy Gamble's light duty assignment led other officers to harass and belittle Deputy Gamble. Management was aware of, and participated in, this harassment.
- 27) Officers would routinely inform Deputy Gamble that only "pregnant" individuals were on light duty, ask him how long he was "pregnant", and otherwise make comments which were intended to insult and belittle Deputy Gamble.
- 28) Management took no action to stop or discipline the individuals who made these comments.
- 29) Management also participated in Deputy Gamble's harassment by engaging in a campaign to make Deputy Gamble believe, in January and February of 2016, that he was going to be terminated.

- 30) They did this by repeatedly changing the conditions of his involuntary light duty assignments, issuing verbal statements which were at odds with the written instructions which Deputy Gamble received, and comparing Deputy Gamble to a child.
- 31) This behavior began almost immediately following Deputy Gamble's disclosure of his medical condition and his resulting involuntary light duty assignment.
- 32) On February 3, 2016, Major Black told Deputy Gamble that "When you have kids and they do something wrong, you may not punish them right away...and what do they do; they panic and worry."
- 33) Major Black continued to state that "we wanted you to sweat a bit you are not getting terminated."
- 34) Deputy Gamble was so relieved at this statement that he became emotional and asked for time off to compose himself.
- 35) Major Black refused to provide Mr. Gamble with this accommodation, stating that Chief Larson would not like that, and they would make Deputy Gamble "start the process" over.
- 36) Management's harassment of Deputy Gamble continued following this incident.
- 37) On February 12, 2016, Chief Larson rubbed Deputy Gamble's shoulders during a retirement party for another officer.
- 38) This action was intended to humiliate Deputy Gamble, and the other officers present who witnessed it laughed.
- 39) Chief Larson undertook this action despite prior statements by both the Sheriff and Chief Larson himself that officers should not touch or hug other officers.
- 40) Deputy Gamble woke at 1:00 a.m. the next morning experiencing disturbing flashbacks related to Chief Larson's conduct.

c. Deputy Gamble is Returned to Full Time Work, Again Without an Interactive Dialogue Regarding Potential Accommodations for His Medical Condition

- 41) On March 26, 2016, Deputy Gamble was in the roll call room while a training video showing an inmate creating a violent disturbance was being played.
- 42) The video caused Deputy Gamble to experience flashbacks to an incident in early January which had led to his PTSD diagnosis.
- 43) Deputy Gamble stepped out of the room to call his therapist.
- 44) Sergeant Elston witnessed this incident, and Deputy Gamble informed him what had occurred.
- 45) Following the incident, Sergeant Elston sent Deputy Gamble home due to “safety concerns.”
- 46) The following day, again without an interactive dialogue, Deputy Gamble was returned to work.
- 47) Deputy Gamble did not protest this decision, as he knew that it would end the ongoing harassment to which he had been subjected by his co-workers and management over the last two months.
- 48) Deputy Gamble was never cleared by a doctor to return to work without any accommodation.
- 49) Instead Major Black requested EAP clear Deputy Gamble to return to work full duty.

d. Deputy Gamble is Returned to Light Duty, Without an Interactive Dialogue, After Requesting a Reasonable Accommodation

- 50) After being returned to full duty, Deputy Gamble requested reasonable accommodations to his work schedule and duties which would have allowed him to perform the essential functions of his position.
- 51) Following Deputy Gamble’s request for a reasonable accommodation, he was unilaterally and involuntarily placed on light duty.
- 52) This occurred on April 5, 2016.
- 53) This action was taken against Deputy Gamble without any attempt by management to engage in an interactive dialogue with Deputy Gamble regarding an appropriate accommodation for his medical condition.
- 54) As a consequence of this unilateral decision, Deputy Gamble was again ineligible for overtime.

- 55) In addition, all of Deputy Gamble's training was evaluated by Captain Bowers.
- 56) To Deputy Gamble's knowledge, no other employee on light duty was ineligible for overtime, and no other Deputy had their training evaluated by Captain Bowers.
- 57) After being returned to light duty, Deputy Gamble again began to be harassed by his co-workers with the knowledge and participation of management.
- 58) Deputy Gamble was accused of trying to "beat the system" by co-workers.
- 59) Managers accused Deputy Gamble of malingering to avoid work.
- 60) Both co-workers and managers teased, harassed, and belittled Deputy Gamble regarding his medical conditions and need for an accommodation.
- 61) He again received comments about being "pregnant", the duration of his "pregnancy", among other insults.
- 62) Had management engaged in an interactive dialogue with Deputy Gamble, an accommodation could have been arrived at which would have allowed Deputy Gamble to perform the essential functions of his position without subjecting him to harassment by co-workers and management.
- 63) On April 7, 2016, an e-mail was transmitted to officers indicating that employees on light duty could work overtime.
- 64) Deputy Gamble was informed by Lieutenant Adams that this e-mail did not apply to Deputy Gamble.
- 65) During April and May of 2016, Deputy Gamble inquired several times as to why he had been involuntarily placed on light duty.
- 66) Deputy Gamble also complained of the ongoing harassment from co-workers and management. Deputy Gamble never received a satisfactory response, nor was effective action to end the harassment taken.

- 67) Deputy Gamble also requested additional specific accommodations for his medical conditions, such as permission to take several extra minutes on breaks, and permission to take brief “walks” during his shift to clear his head.
- 68) Lieutenant Adams refused to make the requested accommodations or engage in a dialogue with Deputy Gamble regarding other potential accommodations.
- 69) On May 12, 2016, Chief Larson informed Deputy Gamble that he would be terminated if he did not come off of light duty.
- 70) Deputy Gamble indicated that he had never requested light duty assignment.
- 71) Deputy Gamble again indicated that he simply needed certain reasonable accommodations which would enable him to perform the essential functions of his job.
- 72) Deputy Gamble, during that conversation, asked whether he could be transferred to day shift as an accommodation for the effects of the medication he was taking to treat his medical conditions.
- 73) Chief Larson refused to grant this accommodation.
- 74) On May 16, 2016, Deputy Gamble met again with Chief Larson, and requested other accommodations – authorization to call his therapist and the ability to take intermittent FMLA leave during the day.
- 75) Chief Larson refused, stating that no accommodations would be made for Deputy Gamble.
- 76) At the conclusion of this meeting, Chief Larson asked Deputy Gamble to hug him, which Deputy Gamble felt he had no choice but to comply with.
- 77) On May 23, 2016, Deputy Gamble was returned to a full duty position.
- 78) On June 7, 2016, Deputy Gamble met with Internal Affairs.
- 79) During that meeting, he made numerous complaints about the Agency’s failure to accommodate him, its discriminatory and retaliatory actions, and the ongoing harassment which he had experienced.

80) Two weeks later, Deputy Gamble was terminated on June 21, 2016.

V. COUNT I – DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF 42 U.S.C. § 12101, *ET SEQ.*

81) Mr. Gamble repeats and re-alleges every allegation contained in paragraphs 1 through 80 of this Complaint as if set forth fully herein.

82) ACSO employs more than fifteen (15) people and is a covered entity under the ADA.

83) At all times relevant to this Complaint, Mr. Gamble has been an employee of ACSO within the meaning of the ADA.

84) ACSO placed Mr. Gamble on light duty, which rendered him ineligible for overtime, because of his disability.

85) ACSO did this without engaging in an interactive dialogue with Mr. Gamble to ascertain whether there existed another accommodation which would have allowed Mr. Gamble to perform the essential functions of his job while remaining eligible for overtime.

86) ACSO's discriminatory animus is underscored by the harassing comments made and countenanced by ACSO's supervisory staff.

87) ACSO ultimately clarified that while other individuals on light duty could work overtime hours, Mr. Gamble could not.

88) This, too, was animated by discriminatory animus against Mr. Gamble's medical condition, post-traumatic stress disorder.

89) Mr. Gamble was eventually terminated based on his disability.

90) As a direct, proximate, and foreseeable result of ACSO's unlawful conduct, Mr. Gamble has suffered, and will continue to suffer, generally physical, mental, and psychological damages in the form of extreme and enduring worry, suffering, pain, humiliation, embarrassment, mental anguish,

and emotional distress, in amounts within the jurisdictional limits of this Court, to be proved at trial.

VI. COUNT II – FAILURE TO ACCOMMODATE IN VIOLATION OF 42 U.S.C. § 12101, *ET SEQ.*

91) Mr. Gamble repeats and re-alleges every allegation contained in paragraphs 1 through 90 of this Complaint as if set forth fully herein.

92) ACSO employs more than fifteen (15) people and is a covered entity under the ADA.

93) At all times relevant to this Complaint, Mr. Gamble has been an employee of ACSO within the meaning of the ADA.

94) Mr. Gamble requested accommodations on several occasions in the months prior to his termination.

95) Instead of engaging with Mr. Gamble in an interactive dialogue regarding how ACSO could accommodate Mr. Gamble's medical conditions while enabling him to perform the essential functions of his job, ACSO unilaterally assigned Mr. Gamble to a light duty position.

96) When ACSO unilaterally removed Mr. Gamble from the light duty position, Mr. Gamble asked for specific accommodations.

97) Instead of providing those accommodations, ACSO again placed Mr. Gamble on light duty.

98) Ultimately, Mr. Gamble was threatened with termination if he did not leave light duty.

99) Mr. Gamble left light duty, and again asked for specific accommodations.

100) All of Mr. Gamble's requested accommodations were denied.

101) Several weeks later, Mr. Gamble was terminated.

102) As a direct, proximate, and foreseeable result of ACSO's unlawful conduct, Mr. Gamble has suffered, and will continue to suffer, generally physical, mental, and psychological damages in the form of extreme and enduring worry, suffering, pain, humiliation, embarrassment, mental anguish,

and emotional distress, in amounts within the jurisdictional limits of this Court, to be proved at trial.

VII. COUNT III – RETALIATION FOR COMPLAINTS OF DISCRIMINATION AND REQUESTS FOR REASONABLE ACCOMMODATION IN VIOLATION OF 42 U.S.C. § 12101, *ET SEQ.*

103) Mr. Gamble repeats and re-alleges every allegation contained in paragraphs 1 through 102 of this Complaint as if set forth fully herein.

104) ACSO employs more than fifteen (15) people and is a covered entity under the ADA.

105) At all times relevant to this Complaint, Mr. Gamble has been an employee of ACSO within the meaning of the ADA.

106) Mr. Gamble requested accommodations on several occasions in the months prior to his termination.

107) When ACSO unilaterally removed Mr. Gamble from the light duty position, Mr. Gamble asked for specific accommodations.

108) Instead of providing those accommodations, ACSO retaliated against Mr. Gamble by placing him on light duty and thereby prohibiting him from working overtime hours.

109) Several days later, ACSO “clarified” that light duty employees could work overtime hours. Mr. Gamble was told that this provision did not apply to him.

110) Ultimately, Mr. Gamble was threatened with termination if he did not leave light duty.

111) Mr. Gamble left light duty, and again asked for specific accommodations.

112) All of Mr. Gamble’s requested accommodations were denied.

113) Several weeks later, Mr. Gamble was terminated in retaliation for his requests for an accommodation.

114) As a direct, proximate, and foreseeable result of ACSO’s unlawful conduct, Mr. Gamble has suffered, and will continue to suffer, generally physical, mental, and psychological damages in the

form of extreme and enduring worry, suffering, pain, humiliation, embarrassment, mental anguish, and emotional distress, in amounts within the jurisdictional limits of this Court, to be proved at trial.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Mr. Aaron Gamble prays for the following relief: Entry of judgment in favor of Plaintiff and against Defendant for:

- a. Back pay;
- b. Front pay;
- c. Compensatory damages;
- d. Emotional distress;
- e. Reasonable attorneys' fees and court costs associated with this suit;
- f. Awarding prejudgment interest, costs and disbursement as appropriate herein; and
- g. Other relief as may be appropriate to effectuate the purposes of the Title VII and that the jury deems equitable, appropriate, and just.

IX. JURY DEMAND

115) Mr. Gamble demands a jury trial on all counts.

Respectfully submitted,

/s/

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