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5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON (SPOKANE)
7
8

9 BRIAN KNIFFEN, an individual
10
11 Plaintiff,

12 vs.

13 EAST WENATCHEE WATER
14 DISTRICT, a municipal water district.
15 Defendants.

CASE NO.:

COMPLAINT FOR DAMAGES

JURY DEMAND REQUESTED

16 Plaintiff Brian Kniffen brings claims against Defendant East Wenatchee Water
17 District under the Washington Law Against Discrimination, the federal Americans with
18 Disabilities Act, and the Washington common law tort of wrongful discharge in
19 violation of public policy:
20

21 **I. NATURE OF THE CASE**
22

23 1.1. Over his nearly thirty years of employment at the East Wenatchee Water
24 District, Mr. Kniffen worked hard and achieved good results. But because the District
25 failed to provide adequate safety equipment, Mr. Kniffen got hurt on the job. The
26
27

1 District could have supported their long-time, hard-working employee by providing
2 him with legally required accommodation and support.

3
4 1.2. Instead, District leaders openly fretted
5 that Kniffen's Workers' Compensation claims
6 would increase their insurance premiums, push up
7 employee costs, and drive the District's insurance
8 pool to eject them. And so, they skimmed on safety
9 measures to save costs. This began a vicious cycle.



10
11 1.3. It was no surprise when Mr. Kniffen got hurt again. He filed a workplace
12 injury claim, as was his right. Washington law promises to take care of the medical
13 needs of employees hurt at work. And employers must pay a portion of the costs.

14
15 1.4. And, sadly, it was no surprise when District leaders were upset about the
16 cost of his injury claim. They retaliated against Mr. Kniffen. The District refused to
17 provide reasonable accommodations for his disability even though he developed the
18 disability because he got hurt on the job. The goal was to force him to quit. But Mr.
19 Kniffen kept going to work. He would not quit. Eventually, the District fired him.

20
21 1.5. The District should have judged Mr. Kniffen on merit and ability. They
22 should have honored his years of service by providing him an equal opportunity to
23 excel, regardless of disability. And they should have recognized his basic human right
24 to work at a jobsite that did not compromise his health and safety. Instead, the District
25 judged him harshly because he needed a disability accommodation and filed a legitimate
26
27

1 Workers' Compensation claim. When the District pushed Mr. Kniffen out of his
2 longtime job, they broke the law.

3
4 1.6. Because the District violated the law and ended Mr. Kniffen's longtime
5 employment, he was forced to move across the state, leaving his family behind in
6 Wenatchee—the only place he had ever lived. He has suffered significant lost wages
7 and non-economic harms. More importantly, he wants to ensure that the District
8 follows the law and treats *all* its employees with human dignity.

9
10 1.7. Accordingly, Mr. Kniffen brings the following claims: (1) workers'
11 compensation retaliation (i.e., wrongful discharge in violation of public policy); (2)
12 failure to accommodate (under the Washington Law Against Discrimination
13 ("WLAD")); and the federal Americans with Disabilities Act (including the Americans
14 with Disabilities Amendments Act ("ADA")); and (3) disparate treatment disability
15 discrimination (under the WLAD and ADA).
16
17

18 II. PARTIES

19 2.1. Plaintiff Brian Kniffen is an individual. He is a former employee of the
20 East Wenatchee Water District. During his employment, he was a resident of Douglas
21 County, Washington, domiciled therein.
22

23 2.2. Defendant East Wenatchee Water District is a municipal water district
24 located in Douglas County, Washington. The registered address of the District's Office
25 is 692 Eastmont Ave, East Wenatchee, Washington 98802. The District is an
26 "employer" within the meaning of Title 49 RCW and the Washington Law Against
27

1 Discrimination. The District has more than 15 employees and is subject to the ADA.
2 The District currently transacts business in Douglas County. At all times relevant
3 hereto, the District transacted business in Douglas County.
4

5 **III. JURISDICTION AND VENUE**

6 3.1. This Court has federal question jurisdiction under 28 U.S.C. §1331 for
7 claims brought under the ADA. The Court has supplemental jurisdiction over the
8 Washington state claims under 28 U.S.C. § 1367.
9

10 3.2. Venue is proper in the Eastern District of Washington at Spokane under
11 28 U.S.C. § 1391 because Defendant East Wenatchee Water District is located in
12 Douglas County, Washington; and a substantial part of the events that gave rise to this
13 lawsuit occurred in Douglas County, Washington.
14

15 3.3. Mr. Kniffen satisfied Chapter 4.96 RCW's tort claim requirements.
16

17 3.4. Mr. Kniffen exhausted the administrative remedies provided by the
18 federal Equal Employment Opportunity Commission, received notice of right to sue,
19 and timely filed this lawsuit as required under federal law.
20

21 **IV. FACTS**

22 **A. East Wenatchee Water District.**

23 4.1. East Wenatchee Water District is a public water utility service in Douglas
24 County, Washington.
25
26
27

1 4.2. A public water utility
2 service is a government-owned or
3 regulated entity that provides potable
4 (drinking) water and wastewater
5 services to residential, commercial,
6 and industrial users within a specified
7 region or community.
8
9



Water District Headquarters, East Wenatchee, Washington.

10 4.3. The agency serves approximately 26,500 residents across approximately
11 27 square miles.
12

13 4.4. The District has consistently had a strong and stable financial status over
14 recent years:
15

16 4.4.1. The Washington State Auditor issued a May 9, 2022 report finding
17 the District's finances "strong and stable."
18

19 4.4.2. The District's May 26, 2021 Board Meeting minutes reported that the
20 District was doing "very well" financially.
21

22 4.4.3. The District's operating budget was more than \$5.1 million in 2021.
23

24 4.4.4. The District reported a net position exceeding \$40 million at the end
25 of 2020. A net position is the difference between (1) the total assets,
26 deferred inflows of resources and (2) the total of liabilities, deferred
27 outflows of resources.

1 4.5. The District spent more than \$900,000 on operations and maintenance
2 supplies in each of the following years: 2021, 2022, and 2023.

3
4 4.6. Since 2014, General Manager Vince Johnston, has managed the District's
5 day-to-day operations.

6 4.7. From 2014 until the end of Mr. Kniffen's employment, GM Johnston was
7 Mr. Kniffen's direct supervisor.
8

9 **B. Mr. Kniffen's background and tenure as Utility Field Inspector.**

10 4.8. Shortly after finishing high school in East Wenatchee, Mr. Kniffen started
11 work at the East Wenatchee Water District.
12

13 4.9. For nearly thirty years, Brian worked
14 hard and achieved good results for the District.

15 4.10. Mr. Kniffen worked for the District as
16 Utility Field Inspector.
17

18 4.11. As Utility Field Inspector, Mr. Kniffen
19 was responsible for inspecting construction projects
20 in the District's service area.
21



Brian Kniffen, former Utility Field Inspector.

22 4.12. The fundamental purpose of the District's Utility Field Inspector position
23 is to inspect construction projects to ensure that projects meet standards for water use.
24

25 4.13. At all times during his employment as Utility Field Inspector for the
26 District, Mr. Kniffen met or exceeded the performance expectations for that position.

27 4.14. As the District acknowledged in writing after it terminated Mr. Kniffen's

1 employment, he was a “good” and “valued” employee for a “long time,” and he should
2 be “thanked for his service.”

3
4 **C. The District begins planning to terminate Mr. Kniffen’s employment
5 in retaliation for filing Workers’ Compensation injury claims.**

6 4.15. During Mr. Kniffen’s employment at the District, he suffered several on-
7 the-job injuries. These injuries fell under the Washington State Workers’ Compensation
8 laws.

9 4.16. Washington States Workers’
10 Compensation laws provide protection to workers
11 and employers in the event of a work-related injury
12 and illness. It is a great compromise when it works.



13
14
15 **4.16.1. Protection for Workers.** Workers

16 who are injured or become ill due to
17 their job are entitled to medical care and treatment, partial wage replacement
18 for time lost from work, and compensation for permanent disabilities. This
19 ensures that workers do not bear the financial brunt of work-related
20 incidents.

21
22 **4.16.2. Protection for Employers:** By participating in the Workers’

23 Compensation system, employers are generally protected from civil lawsuits
24 by injured employees. This provides a predictable mechanism for handling
25 workplace injuries and reduces the risk and costs for employers.
26
27

1 4.17. However, the Workers’ Compensation system breaks down when
2 employers discourage employees from making legitimate injury claims out of fear of
3 rising insurance costs. To discourage foul play, it is unlawful for employers to retaliate
4 against employees for filing legitimate workplace injury claims.
5

6 4.18. Under Washington’s Workers’ Compensation system, Mr. Kniffen filed
7 legitimate claims for injuries he suffered while working as a Utility Field Inspector,
8 including in 2019 and 2020.
9

10 4.19. For example, in or around
11 June 2020, Mr. Kniffen injured his back
12 while twisting a large water valve on a job
13 site. He filed a legitimate claim under
14 Washington’s Workers’ Compensation
15 statute.
16
17



Photograph of District job site, including valves

18 4.20. Beginning in mid-2020, the District and its senior leadership increasingly
19 worried behind the scenes that Mr. Kniffen’s injuries and legitimate Workers’
20 Compensation claims could jeopardize the District’s financial bottom-line.
21

22 4.21. For example, in August 2020, GM Johnston sent an internal email
23 expressing concern that Kniffen’s history of high-cost injury claims could disqualify the
24 District from participation in the insurance risk pool. Johnston worried that Kniffen’s
25 claim “costs alone will probably push us out of eligibility.”
26

27 4.22. When an employer’s risk profile no longer aligns with the criteria set by

1 an insurance program or pool, they can be “pushed out.” When this happens, an
2 employer might have to seek alternative coverage options, often at a higher cost.

3
4 4.23. An excerpt from Johnston’s email is set forth below:

5 The L&I issue involves Brian Kniffen and his Knee replacement that has been going on for the past
6 couple of years.
7 The district currently pays out about \$24,000.00 annually in L&I, I have a bit more information to
8 share on the process and returns of the Retro pool, but I do not see next year any better. Brian’s
9 knee replacement is scheduled for October and those costs alone will probably push us out of
10 eligibility?

11 Excerpt of August 5, 2020, email from GM Johnston

12 4.24. Later that month, at a District Board Meeting, GM Johnston raised
13 concerns to the Board that the “claims that the District has exceeds the L&I premium
14 payments:”

15 Vince said that he received a letter from WASWD regarding the L & I Retro Program. The claims that the
16 District has exceeds the L & I premium payments. Vince will continue to correspond with WASWD
17 regarding this.

18 Excerpt from August 19, 2020, District Board Meeting Minutes.

19 4.25. In other words, the payouts for injury and illness claims had surpassed the
20 amount the District contributed through insurance premiums, suggesting that the
21 employer was experiencing a high rate of workplace incidents or that the incidents that
22 did occur were particularly severe or costly. This could impact the employer's future
23 premium rates and their standing with the L&I insurance program.

24 4.26. Around November 2020, GM Johnston continued to fret in writing about
25 increased insurance costs for the District:
26
27

1 Unfortunately we were just notified yesterday of a 60% increase in our current plan and we need to
2 have something in place by January 1st. Is this something you would be able to waive or help us
3 with?

Excerpt from November 5, 2020, email from GM Johnston.

4 4.27. GM Johnston expressed his concern that Kniffen’s medical claims would
5 increase insurance costs. Those fears came true. A few months later, Mr. Kniffen
6 suffered another on-the-job injury.
7

8 **D. It gets worse. Mr. Kniffen’s injury is exacerbated, limiting his work.**

9 4.28. In 2021, Mr. Kniffen’s back injury got
10 worse.
11

12 4.29. Mr. Kniffen’s back injury was a
13 disability as defined under both state and federal law.
14

15 4.30. His back injury was a physical
16 impairment.
17

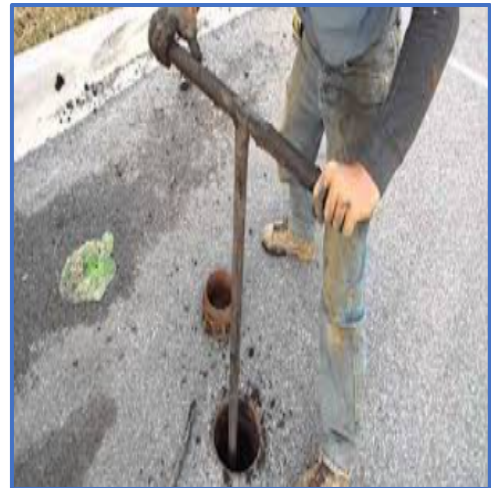
18 4.31. There was a record of that physical
19 impairment.
20

21 4.32. His back injury substantially limited one or more of Mr. Kniffen’s major
22 life activities, including his ability to perform certain manual tasks.
23

24 **E. Mr. Kniffen asks the District to accommodate his disability.**

25 4.33. After his new injury in April 2021, Mr. Kniffen asked the District to
26 accommodate his disability.
27

4.34. Brian and his medical provider requested two accommodations: that he



Illustrative photograph of valve key

1 not have to (1) manually open valves or (2) lift more than 50 pounds.

2 4.35. Initially, the District did accommodate his restrictions. For the next seven
3 months, from April - November 2021, Mr. Kniffen continued performing his Utility
4 Field Inspector job, with accommodation.
5

6 4.36. Namely, when performing his job from April - November 2021, Mr.
7 Kniffen would not manually lift more than fifty pounds and would not manually open
8 valves.
9

10 4.37. Neither of these duties were essential job functions.

11 4.38. During that seven-month period, from April to November 2021, the
12 District accommodated Mr. Kniffen through equipment and job restructuring:
13

14 4.38.1. When performing his job from April to November 2021, the District
15 successfully accommodated Kniffen's 50-pound lifting restriction by having
16 him use dollies, lifting mechanisms, and other equipment.
17

18 4.38.2. When performing his job from April to November 2021, the District
19 successfully accommodated Mr. Kniffen's manual valve opening restriction
20 by having other employees or individuals on the job site open the valves.
21

22 4.39. During the April 2021 to November 2021 timeframe, Mr. Kniffen
23 continued meeting expectations for his job position.
24

25 4.40. During part of this period, Sound Vocational Services—a vocational
26 rehabilitation firm for the Washington State Department of Labor and Industries and
27 self-insured employers—considered whether there were other ergonomic measures,

1 such as equipment, that could allow Mr. Kniffen to perform his job duties.

2 4.41. Then, in June 2021, GM Johnston received a written warning that the
3 Washington Association of Water & Sewer Districts insurance risk pool was
4 considering ejecting the District because of Kniffen’s history of injury claims:
5

6
7 Hope your Friday is off to a good start. I wanted to reach out after having a conversation
8 with my boss about EWWD being asked out of WASWD based on performance. He said that
9 districts start down the path of being asked out once they have 2 out of 4 current years that
are being developed in Retro with losses that are in excess of premium. The 18-19 year
(with the Kniffen claims) is the only year where that is the case currently. So the warning
letter you folks received is just that.

10 Excerpt from June 4, 2021, email to GM Johnston.

11 4.42. Around this time, GM Johnston’s attitude toward Kniffen took a sharp
12 turn for the worse. Johnston began treating Kniffen with open hostility.
13

14 4.43. For example, GM Johnston warned Mr. Kniffen that he was “getting hurt
15 too much” on the job. Johnston said he was concerned because the District’s claims
16 administrator was trying to remove the District from the insurance risk pool.
17

18 4.44. Mr. Kniffen foresaw the inevitable conclusion. It was apparent that GM
19 Johnston wanted to remove him from his job of nearly 30 years.

20 4.45. Only a few months later, GM Johnston received another email indicating
21 that Mr. Kniffen’s claim history would increase the District’s premium costs for the
22 next three years:
23

24
25 Thank you for taking the time to discuss the above claims with me in detail this
26 morning. Below you will find a condensed version of the IME report with the
pertinent information you requested. I also verified that both of the above
claims are in the same plan year and will go out of experience on 6/01/22.
They affect your premium for years 2021, 2022 & 2023.
27

1 Excerpt from September 15, 2021, email to GM Johnston.

2 4.46. With an eye on their insurance premiums, District leaders made the
3 decision to force Kniffen out of his job. Rather than genuinely seeking to accommodate
4 Mr. Kniffen's disability, the District and GM Johnston secretly focused on forcing him
5 out while pretending to accommodate him. They wanted to minimize the chances of
6 facing a lawsuit without actually following the law:
7

8
9

However this ends I believe we need to reach out to the insurance again to make sure we have done
everything possible to avoid a law suit and minimize our risk.

10 Excerpt from July 2021 email from GM Johnston

11 **F. The District fires Mr. Kniffen—falsely claiming no reasonable**
12 **disability accommodations are possible.**

13 4.47. After approximately seven months of accommodating Mr. Kniffen's
14 disability and him ably performing his job, the District reversed course. In November
15 2021, the District fired Mr. Kniffen. They falsely claimed there was no available
16 permanent reasonable disability accommodation to allow him to continue working:
17

18

Brian,

19
20

This letter is written in response to your request for the reason why you no longer have employment with the
District. After careful review of the restrictions placed upon your employment, multiple conversations with you,
21 consultation with multiple professionals and months working with you and others on finding permanent
accommodation for your restrictions, we were unable to find permanent reasonable accommodation.

22 Excerpt from March 2022 letter from GM Johnston to Brian Kniffen

23 4.48. The District's false claim that it could not accommodate Mr. Kniffen was
24 pretext for Workers' Compensation retaliation and disability discrimination.

25 **G. Reasonable accommodations for Mr. Kniffen's disability did exist.**

26 4.49. The District had an obligation to engage with Mr. Kniffen in an interactive
27

1 process to explore reasonable accommodation for Mr. Kniffen’s disability.

2 4.50. The District failed to engage in this interactive process.

3
4 4.51. Instead, the District claimed it was unable to accommodate Mr. Kniffen’s
5 request that he not have to manually open valves by hand.

6 4.52. This claim was false.

7
8 4.53. There were numerous available reasonable accommodations that would
9 have allowed Mr. Kniffen to perform the essential functions of his job:

10 4.54. **Job restructuring.** A job duty only constitutes an essential job function
11 where removing the job duty would “fundamentally alter” the service being offered.

12
13 4.55. Because opening valves was not an essential job function, the District
14 could have assigned this job duty to others—as it had been doing between April and
15 November 2021.

16
17 4.56. **Purchasing a Truck-Mounted Valve Exerciser.** One of the available
18 accommodations was purchasing a piece of equipment: a “truck-mounted valve
19 exerciser”—which opens and closes water valves. It is mounted on a truck or trailer to
20 allow easy transportation and operation on site. The equipment features a long,
21 extendable arm with an attachment at the end that fits onto the valve’s operating nut.
22 Once attached, the exerciser uses hydraulic or electric power to turn the valve. The
23 truck-mounted system allows for safe operation from the vehicle, reducing the physical
24 effort needed from operators and increasing efficiency.
25
26
27

1 4.57. A truck-mounted valve
2 exerciser is commonly used as safety
3 equipment at many Washington State
4 Water Districts.



Illustrative photograph of truck-mounted valve exerciser

6 4.58. Even cities as small as
7 Quincy, Washington, provide their
8 workers with this basic safety device.

10 4.59. Purchasing the truck-mounted valve exerciser and allowing Mr. Kniffen
11 to use it would have been successful reasonable accommodation for his disability. This
12 is because it would have allowed him to open and close valves without using his hands
13 and body to twist the valves open and close.

15 4.60. Purchasing the truck-mounted valve exerciser and allowing Mr. Kniffen
16 to use it would not have imposed an undue burden on the District. The cost was
17 negligible under the circumstances.

19 4.61. The Washington State Department of Labor & Industries (“L&I”) offered
20 a preferred worker program to retain injured employees. L&I offered to pay the District
21 more than \$20,000 in total benefits to retain Mr. Kniffen as Utility Field Inspector.

23 4.62. When accounting for the L&I offset, the cost to the District of the truck-
24 mounted valve exerciser would have been nothing or *de minimis*.

26 4.63. Mr. Kniffen proposed purchasing the truck-mounted valve exerciser to
27 GM Johnston. Johnston acknowledged his request and stated that cost was not the

1 issue. Nevertheless, the District refused to purchase the equipment to accommodate
2 Mr. Kniffen.

3
4 **4.64. Allowing Mr. Kniffen to Purchase His Own Equipment.** If Mr.
5 Kniffen had been given the choice of being fired or purchasing the truck-mounted valve
6 exerciser himself, he would have purchased the valve exerciser himself to keep his life-
7 long job.

8
9 **4.65. Using the District's Two-Person Valve Opener.** Additionally, the
10 District owned a two-person electric valve exerciser. If Mr. Kniffen and another
11 employee had used that valve exerciser, it would have enabled Mr. Kniffen to open
12 valves non-manually, with the assistance of another employee—which also would have
13 been effective and reasonable accommodation.

14
15 **4.66. Transferring Mr. Kniffen to a Vacant Position.** Even if there was no
16 reasonable accommodation that would have permitted Mr. Kniffen to remain in his
17 Utility Field Inspector job position, this did not end the District's obligation to
18 accommodate their longtime employee.

19
20 **4.67.** Another reasonable accommodation existed: transfer to a vacant job
21 position that Mr. Kniffen was qualified for, without competition.

22
23 **4.68.** For example, Mr. Kniffen met the minimum qualifications for the Pump
24 Maintenance Supervisor position.

25
26 **4.69.** Based on information and belief, when the District fired Mr. Kniffen, the
27 Pump Maintenance Supervisor was vacant or expected to become vacant within days.

1 4.70. The District publicly posted the Pump Maintenance Supervisor position
2 and sought job applications *the day after* they terminated Mr. Kniffen’s employment.

3
4 4.71. On numerous occasions while employed at the District, Mr. Kniffen had
5 temporarily filled in as District Pump Maintenance Supervisor.

6 4.72. Because that position was vacant and Mr. Kniffen was qualified for it, the
7 law required the District to place him in that position without competition.
8

9 4.73. **Other Possible Accommodations.** If the District had engaged in the
10 interactive process and worked with Mr. Kniffen to explore other possible reasonable
11 accommodations, they likely would have located other reasonable accommodations.
12

13 **H. The District falsely assumed Mr. Kniffen was more disabled than he**
14 **actually was.**

15 4.74. Based on information and belief, the District also fired Mr. Kniffen, in
16 part, because it treated Mr. Kniffen as if he was more disabled than he actually was.

17 4.75. For example, the District falsely claimed in writing that Mr. Kniffen would
18 have been unable to “operate hydrants, turn on and shut off meters,” and other
19 “everyday tasks.”
20

21 4.76. The District also falsely claimed in writing that “[i]t was the belief of Mr.
22 Kniffen and his physicians that if he continued to do the physical requirements of his
23 current position it would greatly deteriorate his spine. Mr. Kniffen needed a desk job
24 or a permanent light duty position.”
25

26 4.77. GM Johnston also raised concerns by mocking Mr. Kniffen that he “could
27

1 not even twist in an office chair.”

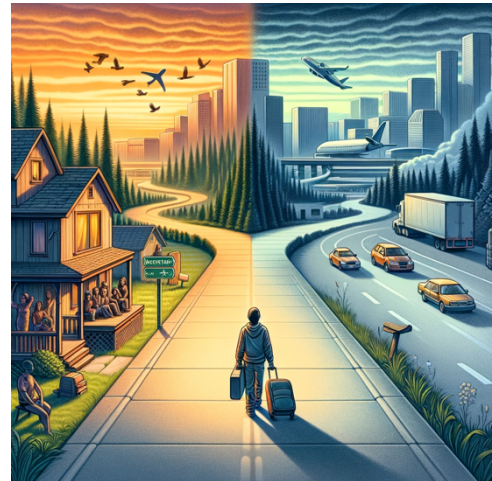
2 4.78. In reality, Mr. Kniffen and his physician merely believed he needed
3 accommodation for certain tasks involving heavy exertion.
4

5 4.79. The law does not allow an employer’s perception of disability to dictate
6 whether a disabled employee can continue to work.
7

8 4.80. But, here, the District unlawfully and falsely perceived Mr. Kniffen as
9 fragile and incapable. This is stereotyping based on disability in violation of the WLAD
10 and ADA.

11 **I. The District caused Mr. Kniffen harm when they failed to**
12 **accommodate his disability and ended his employment.**

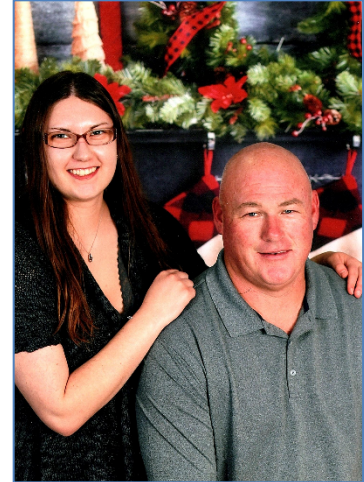
13 5.1 Because the District violated the law
14 and ended Mr. Kniffen’s longtime employment, he
15 was forced to move across the state to find new
16 work after almost 30 years of employment.
17



18 5.2 He had been looking forward to
19 retirement in a few years, staying close to his mother
20 and his disabled daughter who both live in Wenatchee—the only place he has ever lived.
21 He misses his extended family, friends and co-workers as he tries to start over again in
22 Western Washington.
23

24 5.3 He has suffered significant lost wages and retirement benefits.
25
26
27

1 5.4 When he lost his job
2 he suffered insomnia, depression,
3 headaches, migraines, racing
4 thoughts, trouble concentrating at
5 work, and hopelessness. He is still
6 struggling with the loss of his job,
7 which came to mean so much to
8



Brian left behind his mother and his daughter who both live in Wenatchee.

9
10 him over his long tenure with the District. He feels betrayed. Brian had long believed
11 that loyalty and hard work meant something in this life. Now he is not so sure.
12

13 5.5 He wants to ensure that the District follows the law and treats *all* its
14 employees with human dignity, especially employees who get injured at work like he
15 did.
16

17 V. FIRST CAUSE OF ACTION:

18 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY** 19 **(Against the District)**

20 6.1 Plaintiff alleges the paragraphs above as if fully set forth herein.
21

22 6.2 Mr. Kniffen engaged in protected activity when he exercised a legal right.
23 Namely, filing workers' compensation claims due to on-the-job injuries.

24 6.3 The District terminated Mr. Kniffen's employment.
25

26 6.4 Mr. Kniffen's protected activity was a substantial factor in the District's
27 decision to terminate his employment.

1 6.5 The District’s termination of Mr. Kniffen constituted wrongful discharge
2 in violation of public policy.

3
4 6.6 As a direct result of the District’s unlawful conduct, Mr. Kniffen has
5 suffered and continues to suffer emotional harm, including grief, loss of enjoyment of
6 life, damage to reputation, fear, anxiety, anguish, embarrassment, humiliation, and other
7 damages in amounts to be proved at trial. These harms are ongoing and are reasonably
8 likely to be experienced in the future.

9
10 **VI. SECOND AND THIRD CAUSES OF ACTION:**

11
12 **FAILURE TO ACCOMMODATE (in violation of the WLAD & ADA)**
13 **(Against the District)**

14 7.1 Plaintiff realleges paragraphs above as if fully set forth herein.

15 7.2 Mr. Kniffen had a disability, as that term is defined under the ADA and
16 WLAD.

17
18 7.3 Mr. Kniffen was a qualified individual, meaning an individual with a
19 disability who, with or without reasonable accommodation, could perform the essential
20 functions of his job position, and who satisfies the requisite skill, experience, education,
21 and other job-related requirements of the employment position.

22
23 7.4 The District had adequate notice of the Plaintiff’s disability and desire for
24 reasonable accommodation.

25
26 7.5 A reasonable accommodation was available that would have enabled
27 Plaintiff to perform the essential functions of his job, including without limitation

1 reassignment without competition to a vacant position, job restructuring, and purchase
2 of safety equipment such as a truck-mounted valve exerciser.

3
4 7.6 In violation of the WLAD and ADA, the District failed to afford Plaintiff
5 an available reasonable accommodation.

6 7.7 In violation of the WLAD and ADA, the District failed to engage in the
7 interactive process. If it had, the District would have located reasonable
8 accommodation.

9
10 7.8 As a direct result of Defendant's unlawful conduct, Mr. Kniffen has
11 suffered and continues to suffer lost wages and pecuniary benefits of his employment,
12 future lost earnings, and emotional harm, including grief, loss of enjoyment of life,
13 damage to reputation, fear, anxiety, anguish, embarrassment, humiliation, and other
14 damages in amounts to be proved at trial. These harms are ongoing and are reasonably
15 likely to be experienced in the future.
16
17

18 **VII. FOURTH AND FIFTH CAUSES OF ACTION:**

19
20 **DISABILITY DISCRIMINATION – DISPARATE TREATMENT**
21 **(in violation of the WLAD and ADA)**
22 **(Against the District)**

23 8.1. Plaintiff realleges paragraphs above as if fully set forth herein.

24 8.2. The District terminated Mr. Kniffen's employment because of his
25 disability, including without limitation the District regarding Plaintiff as having a more
26 severe disability than he actually did. Mr. Kniffen's disability was also a substantial factor
27

1 in the District terminating his employment.

2 8.3 As a direct result of Defendant's unlawful conduct, Mr. Kniffen has
3 suffered and continues to suffer lost wages and pecuniary benefits of his employment,
4 future lost earnings, and emotional harm, including grief, loss of enjoyment of life,
5 damage to reputation, fear, anxiety, anguish, embarrassment, humiliation, and other
6 damages in amounts to be proved at trial. These harms are ongoing and are reasonably
7 likely to be experienced in the future.
8
9

10 **VIII. PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays that the Court enter judgment against
12 Defendant, awarding him:
13

- 14 1. Lost wages, including front and back pay and other lost pecuniary benefits
15 of employment, in an amount to be proven at trial;
16
- 17 2. Compensatory damages for emotional harm in an amount to be proven at
18 trial;
- 19 3. Reasonable attorneys' fees, expert witness fees, and costs pursuant to,
20 among other things, RCW 49.60.030(2) and 49.48.030, 42 U.S.C. § 1988;
21
- 22 4. Pre- and post-judgment interest at the maximum rate allowed by law;
- 23 5. Damages to make up for any adverse tax consequences for any award to
24 Mr. Kniffen; and
25
- 26 6. Such other relief as this Court may deem appropriate.
27

1 **Mr. Kniffen hereby demands a jury trial on all of the issues set forth herein.**

2
3 Dated this 28th day of November, 2023.

4
5 BLOOM LAW PLLC

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7
8 /s/ Beth Bloom

9 /s/ Jay Corker Free

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11 Jay Corker Free, WSBA #51393

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