

COPY

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

CHRISTOPHER BROCK

Plaintiff(s)

v.

CITY OF JACKSONVILLE, FLORIDA; JACKSONVILLE POLICE AND FIRE PENSION FUND

Defendant(s)

Civil Action No. 3:18cv1112-J-3A PDB

AFFIDAVIT OF SERVICE John Brack Investigations Date 10/16 Time 10:15 AM [] Individual Service [] Substitute Service [x] Corporate Service [] No Service PROCESS SERVER NOTARY PUBLIC JAB 85

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Jacksonville Police and Fire Pension Fund One West Adams St., Suite 100 Jacksonville, FL 32202-3616

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kathryn S. Piscitelli Attorney at Law P.O. Box 691166 Orlando, FL 32869-1166

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 9/21/2018

CLERK OF COURT

[Handwritten signature and 'COPY' stamp]

Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CHRISTOPHER BROCK,

Plaintiff,

vs.

Case No.:

CITY OF JACKSONVILLE, FLORIDA;
JACKSONVILLE POLICE AND FIRE
PENSION FUND,

3:18cv1112-J39PDB

2018 SEP 17 PM 12:52

FILED

Defendants. /

COMPLAINT

Plaintiff CHRISTOPHER BROCK institutes this lawsuit against Defendants CITY OF JACKSONVILLE, FLORIDA, and JACKSONVILLE POLICE AND FIRE PENSION FUND for violations of his rights as a veteran returning from service in the Armed Forces of the United States.

Jurisdiction and Venue

1. This is an action brought pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, 38 U.S.C. § 4301, *et seq.*
2. The Court has jurisdiction under 38 U.S.C. § 4323(b)(3).
3. Venue in this Court is proper pursuant to 38 U.S.C. § 4323(c)(2) because Defendants maintain places of business in Duval County, Florida.

Parties

4. Plaintiff Christopher Brock is a former employee of Defendant City of Jacksonville, Florida. Mr. Brock is a Lieutenant Commander in the United States Coast Guard

Reserve. He is a resident of Arlington, Virginia.

5. Defendant City of Jacksonville, Florida, (hereinafter the City) is a political subdivision of the state of Florida located in Duval County, Florida. The City is an employer covered by USERRA.

6. Defendant Jacksonville Police and Fire Pension Fund (hereinafter the Fund) is a contributory defined-benefit pension benefit plan for the City's police officers and firefighters. The Fund is an independent agency of the City and is administered under provisions of the City's Ordinance Code and Charter. The Fund is covered by Section 4318 of USERRA. The Fund is an employer under USERRA with respect to the obligation to provide benefits under Section 4318. Mr. Brock is a member of the Fund.

General Allegations

7. On July 17, 2000, the City hired Mr. Brock as a firefighter to work in the City's fire department, Jacksonville Fire and Rescue Department.

8. Mr. Brock was promoted to Engineer in July 2003, and to Fire Lieutenant Rescue in February 2006. In or about August 2006, Mr. Brock attained permanent status as Fire Lieutenant Rescue.

9. While employed with the City, Mr. Brock became a member of and attained vested status in the Fund.

10. The Fund initially set July 17, 2000, which was Mr. Brock's date of hire with the City, as the starting date of Mr. Brock's membership in the Fund.

11. Mr. Brock subsequently bought 1385 additional days of creditable service in the Fund for his employment with a prior Florida employer and active duty in the United States

Navy that he served in support of Operation Desert Shield/Storm, from which he was honorably discharged.

12. The Fund credited the additional 1385 service days.

13. When the Fund credited the additional 1385 service days, it changed Mr. Brock's starting date as a member of the Fund to October 1, 1996.

14. When hired, Mr. Brock was a member of the United States Navy Reserve.

15. In or about November 2001, Mr. Brock transferred from the United States Navy Reserve to the United States Coast Guard Reserve.

16. During his employment with the City, Mr. Brock took leaves of absence to perform federal military service. Such military service included required reserve training (Coast Guard initial active duty for training, Navy and Coast Guard drills, and Coast Guard annual training); Coast Guard active duty for training other than annual training; and Coast Guard active duty other than for training.

17. The active duty for training other than annual training for which Mr. Brock took military leaves of absence from the City totaled 32 days.

18. Mr. Brock's active duty other than for training for which Mr. Brock took military leaves of absence from the City was served during the following periods, each under a separate set of orders: December 1, 2005, to September 30, 2006 (304 days); October 1 to November 22, 2006 (53 days); June 2 to September 30, 2008 (121 days); October 1, to November 29, 2008 (60 days); November 30, 2008, to March 29, 2009 (120 days); March 30 to July 31, 2009 (124 days); September 1 to 30, 2009 (30 days); October 1, 2009, to June 15, 2010 (258 days); June 16, 2010, to July 31, 2011 (411 days); and August 1, 2011, to June 30,

2014 (1,064 days).

19. Mr. Brock gave the City advance notice of his absences from work due to military service.

20. The Coast Guard issued to Mr. Brock a Certificate of Release or Discharge from Active Duty (DD Form 214) for his active duty served December 1, 2005, to November 22, 2006. The Certificate characterized Mr. Brock's service as honorable.

21. The Coast Guard issued to Mr. Brock a Certificate of Release or Discharge from Active Duty (DD Form 214) for his active duty served June 2, 2008, to July 31, 2009. The Certificate characterized Mr. Brock's service as honorable.

22. The Coast Guard issued to Mr. Brock a Certificate of Release or Discharge from Active Duty (DD Form 214) for his active duty served September 1, 2009, to June 15, 2010. The Certificate characterized Mr. Brock's service as honorable.

23. The Coast Guard issued to Mr. Brock a Certificate of Release or Discharge from Active Duty (DD Form 214) for his active duty served June 16, 2010, to June 30, 2014. The Certificate characterized Mr. Brock's service as honorable.

24. Mr. Brock's last set of active duty orders while employed by the City were for August 1, 2011, to September 30, 2014. On or about June 15, 2011, Mr. Brock notified the City of the orders.

25. On June 22, 2011, the HR manager for the City's Fire and Rescue Department, Archie Cullen, sent Mr. Brock a "high importance" email in which Mr. Cullen said:

... Wanted to make sure you are aware ahead of time that the cumulative length of time for your new military orders (August 2011 - September, 2014), plus the previous time that you have been away on military orders during your

employment with JFRD, will put you over the 5 year limitation allowed to you by USERRA. With that said, your employment with JFRD will terminate once your combined military absences reaches the 5 year point. As of now, we show a combined length of absence of approximately 4 years (December 1, 2005 - November 25, 2006; June 2, 2008 - July 31, 2009; October 1, 2009 - August 1, 2011), which would result in your employment terminating with us approximately September 2012. Did not want to spring this on you in the middle of your new tour.

26. Responding on June 27, 2011, Mr. Brock stated that due to exemptions in USERRA, his total service should not exceed five years.

27. In a reply email sent July 1, 2011, Mr. Cullen told Mr. Brock: "We will have the city's General Counsel's Office review each of your set of orders that have been submitted over the years and see if they agree with your assessment. I will be in touch after hearing back from OGC."

28. On August 19, 2011, Mr. Cullen sent an email to Mr. Brock that stated:

Hi Chris...our General Counsel's Office asked us to forward your orders to the State VA Office for their interpretation.

The VA Officer spoke to an Official in the US Coast Guard that explained the duties you have been and will be performing for them. With that said, they agree your orders qualify under one of the USERRA exceptions and therefore do not count against the 5 year cumulative time period of military leave for continued employment.

Be safe during your current deployment and we will talk to you in the early summer of 2014 prior to your current orders expiring (if not sooner).

Take care...

Archie Cullen

29. Relying on Mr. Cullen's representations in the August 19, 2011, email, Mr. Brock considered the matter resolved and did not seek early release from his orders.

30. On or about December 12, 2011, the City received an email from a person affiliated with the Employer Support of the Guard and Reserve (ESGR) that Mr. Cullen interpreted as saying Mr. Brock's prior service did not qualify for USERRA exemptions.

31. In an email sent December 21, 2011, to the City's then assistant general counsel Tim Horkan, Mr. Cullen wrote that if the person at ESGR were correct, Mr. Brock's "employment will end with us come August, 2012, which will be about 2 years before his current active duty assignment will end in the Summer of 2014."

32. Mr. Cullen did not notify Mr. Brock about the email received from the individual at ESGR, which had suggested that Mr. Brock's leave would not qualify for USERRA exemption, nor of any belief that Brock's employment would end before completion of his active duty assignment.

33. The City did not discharge Mr. Brock during Mr. Brock's absence for active duty during August 2011 to June 2014. Rather, the City maintained Mr. Brock on permanent civil service status as Fire Lieutenant Rescue.

34. The City paid Mr. Brock paramedic incentive pay during his absences for active duty, including monthly paramedic incentive payments in the amount of approximately \$600 throughout Mr. Brock's active duty served August 2011 to June 2014, with the last payment made June 20, 2014.

35. The City deducted pension contributions and taxes from the paramedic incentive payments paid to Mr. Brock during his absences for active duty, through June 2014.

36. Following his June 30, 2014, release from active duty, Mr. Brock applied for reemployment with the City. On August 20, 2014, he sent a letter requesting reemployment to

Ms. O'Leary, Mr. Horkan, and the fire chief Mr. Brock wrote:

As you know, I have been on a military leave of absence from my position as Lieutenant at the Jacksonville Fire Rescue Department. I have completed my active duty in the U.S. Coast Guard. On 30 June 2014, I was honorably released from active duty.

Please accept this letter as a formal request for reinstatement. I would like report to work on or around 02 September 2014. If you prefer that I return on a different date, please call me at the number listed below or send me an email message. Pursuant to the Uniformed Services Employment and Reemployment Rights Act, Title 38, United States Code Sections 4301-4335, I am entitled to be reinstated as soon as possible in my former position.

37. On August 21, 2014, Ms. O'Leary sent Mr. Brock a letter stating that "we have concluded that you are not eligible for reemployment with the Jacksonville Fire and Rescue Department ('JFRD') under USERRA because the cumulative amount of your military leave has exceeded six and one-half years and only ten months of your military orders satisfy the statutory requirements for an exemption from the 5-year limit."

38. Ms. O'Leary extended the following job offer: "Although you do not have reemployment rights under USERRA, the City has decided to offer you the option of returning to your Lieutenant Rescue position with JFRD. Please advise us on or before September 19, 2014 if you intend to accept the City's offer. If you decide not to accept the offer, your employment with the City will end on September 30, 2014."

39. Ms. O'Leary, however, qualified the offer, stating that Mr. Brock could not work in the offered position without a "State of Florida Paramedic certification/license"; that his "State of Florida Paramedic certification/license that we have on file shows an expiration date of December 1, 2012"; and that "if that has expired and you are planning on becoming re-certified as a Paramedic, the approximate time frame to re-certify is 18 months and you would

be expected to do so within this time frame.”

40. Ms. O’Leary’s statement that Mr. Brock’s paramedic license had expired was factually incorrect, based on Section 407.271 of the Florida Statutes, which specifically provides that such a license is valid for six months after a returning service member is released from active duty. Her statement regarding the need for the license was also contrary to the USERRA prohibition on imposing additional prerequisites on employment, set forth in Section 4302(b) of USERRA.

41. On September 3, 2014, Mr. Cullen sent Mr. Brock an email stating that the City “will keep you on a leave of absence without pay for a period of up to two (2) years from this date (no later than September 3, 2016) in order for you to have time to re-certify with the appropriate State of Florida Paramedic and minimum standards firefighter license/certifications . . . If you do not attain the appropriate certifications/licenses from the State of FL by that date, your re-employment opportunity with JFRD will cease.”

42. On February 11, 2015, Ms. O’Leary sent a memo regarding pension credit for Mr. Brock’s military leaves to John Keane, then Executive Director of the Fund. The memo stated:

As discussed during our meeting, February 4th, 2015, pension plan contributions continue to be made by the employer while an employee is on military leave. (Sec.116.501 Military leaves of absence).

Per the request of the Police and Fire Pension Fund we are providing the qualified military leave dates for Christopher P. Brock.

Qualified Military Leave Dates:

- 12/1 /2005* - 11/24/2006
 - o RTW 11/25/2006

- 6/2/2008* - 8/22/2009
 - RTW 8/23/2009
- 10/1/2009* - 6/15/2010
 - RTW 6/16/2010
- 6/16/2010* - 5/16/2013
 - Has not returned

** First thirty days of each qualified period the employee received full pay*

43. On February 18, 2015, the Fund's Pension Benefits Manager, Chuck Hayes, sent Mr. Brock an email notifying Mr. Brock that Mr. Hayes had moved Mr. Brock's starting date ("pension date") in the Fund from October 1, 1996, to July 5, 1998.

44. Mr. Brock called Mr. Hayes for an explanation of the change in Mr. Brock's starting date in the Fund. Mr. Hayes told Mr. Brock that for each day of the unpaid leave of absence that the City had placed Mr. Brock on, a day was being debited from the starting date of Mr. Brock's membership in the Fund, causing Mr. Brock's credited service to shrink daily.

45. To prevent further losses to his pension rights, Mr. Brock submitted a letter of resignation to the City on February 20, 2015, and an application for vested retirement to the fund on February 25, 2015.

46. On August 14, 2015, the United States Coast Guard Personnel Service Center issued on behalf of the Commandant of the Coast Guard a memorandum determining the exemption status under USERRA of Mr. Brock's active duty served during 2005 to 2014. The memorandum stated that the orders under which Mr. Brock served on active duty in 2005 to 2014 were issued because of a war or national emergency declared by the President and thus were exempt from USERRA's five-year cumulative service limitation.

47. In correspondence sent September 2, 2015, to the City's general counsel, Mr. Brock's attorney notified the City of the Coast Guard's determination and made the following request: "Please proceed with reemploying Mr. Brock retroactive to July 1, 2014, in full compliance with the reemployment provisions of USERRA and with making him whole for any losses resulting from the City's erroneous determination that Mr. Brock was not entitled to reemployment rights under USERRA." The attorney further said that "[t]he City may contact Mr. Brock directly to arrange his return to work."

48. On October 15, 2015, Mr. Brock's attorney sent another letter to the City's general counsel. The attorney said: "Please take note that with the exception of a phone call from your office on September 17, 2015, stating that this matter has been assigned to an attorney on your staff, we have received no communication from the City of Jacksonville in response to my September 2nd letter." The attorney enclosed an updated copy of the Coast Guard's determination that corrected a scrivener's error.

49. The City responded on October 30, 2015, with a letter from its attorney, which did not extend an offer of reemployment under USERRA to Mr. Brock, but instead stated:

If your client is interested in returning to work for JFRD, he would have reapply for a position. Since Mr. Brock has been absent from work for an extensive period of time, current Chief Kurtis Wilson will require Mr. Brock to go through the training academy again and, of course, he would have to be recertified. In addition, if the City has firefighter positions available, Mr. Brock would be rehired as an entry-level firefighter. If your client is still interested in returning to work for the City/JFRD under these conditions, he may contact Mr. Cullen directly . . . to discuss reemployment.

50. On December 14, 2015, Mr. Brock's attorney sent a response disputing the factual and legal contentions in the October 30, 2015, letter.

51. The City persisted in refusing to reemploy Mr. Brock in accordance with USERRA.

52. On August 17, 2017, United States Coast Guard Rear Admiral A.S. McKinley issued a memorandum clarifying the Coast Guard's position on whether Mr. Brock's ten periods of active duty during December 1, 2005, and June 30, 2014, were exempt from USERRA's five-year cumulative service limit. RDML McKinley stated that the Commandant's authority to certify certain periods of service as exempt from the five-year limit "has been delegated to me."

53. RDML McKinley determined that for each of Mr. Brock's eight periods of active duty during December 1, 2005, to June 15, 2010, Mr. Brock was "ordered or retained on active duty (other than for training) under 10 U.S.C. either directly or indirectly in support of a war or national emergency."

54. With respect to Mr. Brock's service performed during the period December 1, 2005, to September 30, 2006, and the period October 1 to November 22, 2006, RDML McKinley determined that the service was under "10 U.S.C. § 12302 orders which are categorically exempt pursuant to § 4312(c)(4)(A)" of USERRA.

55. RDML McKinley determined that each set of orders for the following six periods of Mr. Brock's service should have been marked with the statement "The period of service under these orders is exempt from the five-year limit as provided in 38 U.S.C. § 4312(c)(4)(B)": June 2 to September 30, 2008; October 1, to November 29, 2008; November 30, 2008, to March 29, 2009; March 30 to July 31, 2009; September 1 to 30, 2009; and October 1, 2009, to June 15, 2010. He further stated that if Mr. Brock's activation orders for these

periods of active duty were not marked with this statement, an amendment to the orders would be provided to Mr. Brock.

56. The only service RDML McKinley found nonexempt was that performed during June 16, 2010, to July 31, 2011, and August 1, 2011, to June 30, 2014. Mr. Brock's non-exempted time was therefore less than five years.

57. In October 2017, the Coast Guard issued to Mr. Brock amended orders containing the statement "The period of service under these orders is exempt from the five-year limit as provided in 38 U.S.C. § 4312(c)(4)(B)" for the service periods June 2 to September 30, 2008; October 1 to November 29, 2008; November 30, 2008, to March 29, 2009; March 30 to July 31, 2009; September 1 to 30, 2009; and October 1, 2009, to June 15, 2010.

58. On November 2, 2017, Mr. Brock's attorney sent the City's attorney copies of RDML McKinley's determination and the amended orders, and asked "if the City now will grant Mr. Brock's application for reemployment under USERRA."

59. The City still refused to reemploy Mr. Brock in accordance with the requirements of USERRA, even after RDML McKinley's clarification.

60. In June 2018, a representative of the Fund sent to Mr. Brock paperwork to complete for payment of his pension benefits.

61. Mr. Brock replied he did not wish to commence withdrawal of his pension benefits.

62. The representative of the Fund sent an email to Mr. Brock stating that deferring payment of Mr. Brock's pension benefits was "not an option."

63. In July 2018, the Fund started making pension benefit payments to Mr. Brock.

64. On information and belief, in computing the amount of pension payments to Mr. Brock, the Fund treats Mr. Brock's years of creditable service as starting July 5, 1998, rather than October 1, 1996; applies the City's determination that Mr. Brock's "qualified military leave" ended May 16, 2013; and uses a salary amount that the City developed based on imputed wages of Mr. Brock for June 2011 to May 2013.

Count 1—USERRA—Violation of 38 U.S.C. § 4312(a)

65. Mr. Brock incorporates by reference Paragraphs 1-64, set forth above.

66. Mr. Brock satisfied the criteria of 38 U.S.C. § 4312(a) for entitlement to reemployment rights and benefits under USERRA after serving on active duty in the United States Coast Guard from September 1, 2009, to June 30, 2014, by reason of which he had been absent from his position of employment with the City—

- a. Mr. Brock's service in the Coast Guard during this period was "service in the uniformed services," as defined by 38 U.S.C. § 4303(13) and (16).
- b. Mr. Brock gave advance notice of such service to the City.
- c. Mr. Brock applied for reemployment with the City prior to the expiration of 90 days after his June 30, 2014, release from such service.
- d. Mr. Brock was honorably separated from such service.
- e. Mr. Brock's cumulative period of service in the uniformed services with respect to his employment relationship with the City did not exceed five years, excluding periods of service exempted by 38 U.S.C. § 4312(c) from computation of USERRA's five-year service limitation.

67. By refusing to reemploy Mr. Brock under USERRA, the City violated § 4312(a) of USERRA.

68. In so violating § 4312(a), the City acted willfully.

69. As a result of the City's failure to reemploy Mr. Brock under USERRA, Mr. Brock suffered loss of the reemployment rights and benefits under USERRA to which he was entitled under USERRA, including loss of the right to reemployment under 38 U.S.C. § 4313(a); loss of the seniority rights and benefits provided under 38 U.S.C. § 4316(a); and loss of the pension rights provided under 38 U.S.C. § 4318.

WHEREFORE, Mr. Brock requests that the Court:

- a. Declare that the City violated 38 U.S.C. § 4312(a).
- b. Order the City to reemploy Mr. Brock in full compliance with 38 U.S.C. § 4313(a), with retroactive seniority and benefits.
- c. Order the City to accord Mr. Brock the seniority rights and benefits provided under and in full compliance with 38 U.S.C. § 4316(a).
- d. Order the City to comply fully with its pension obligations as to Mr. Brock under 38 U.S.C. § 4318 and 20 C.F.R. §§ 1002.259, 1002.261, and 1002.267, including treating him as having been continuously employed during his absence due to military service and making contributions to the Fund for such period in the amount of reconstructed compensation required by § 4318.
- e. Order the Fund to comply fully with its obligations under 38 U.S.C. § 4318 as to Mr. Brock upon the City's full compliance with the City's obligations as to Mr. Brock under § 4318.

f. Order the City to compensate Mr. Brock for any loss of wages and benefits he has suffered by reason of the City's failure to accord Mr. Brock reemployment under USERRA and the rights and benefits attendant upon reemployment under USERRA.

g. Order the City to pay Mr. Brock an amount equal to the amount of lost wages and lost benefits as liquidated damages.

h. Order the City to pay prejudgment interest.

i. Order the City to pay Mr. Brock an additional amount to offset Mr. Brock's tax liability if the lost wages and benefits awarded to Mr. Brock push him into a higher tax bracket.

j. Pursuant to 38 U.S.C. § 4323(e), use the Court's full equity powers to vindicate fully the rights and benefits of Mr. Brock under USERRA.

k. Award Mr. Brock attorney fees.

l. Award Mr. Brock litigation expenses.

Count 2—USERRA—Violation of 38 U.S.C. § 4313

70. Mr. Brock incorporates by reference Paragraphs 1-64, set forth above.

71. Mr. Brock satisfied the criteria of 38 U.S.C. § 4312(a) for entitlement to reemployment under USERRA upon completion of his September 1, 2009, to June 30, 2014, period of service in the United States Coast Guard, by reason of which he had been absent from his position of employment with the City—

a. Mr. Brock's service in the Coast Guard during this period was "service in the uniformed services," as defined by 38 U.S.C. § 4303(13) and (16).

b. Mr. Brock gave advance notice of such service to the City.

c. Mr. Brock applied for reemployment with the City prior to the expiration of 90

days after his June 30, 2014, release from such service.

d. Mr. Brock was honorably separated from such service.

e. Mr. Brock's cumulative period of service in the uniformed services with respect to his employment relationship with the City did not exceed five years, excluding periods of service exempted by 38 U.S.C. § 4312(c) from computation of USERRA's five-year service limitation.

72. Because Mr. Brock satisfied the criteria of 38 U.S.C. § 4312(a) for entitlement to reemployment under USERRA, the City was required to promptly reemploy Mr. Brock in accordance with the order of priority established in 38 U.S.C. § 4313(a).

73. Because Mr. Brock's period of service was for more than 90 days, the reemployment priority scheme applicable to him under § 4313(a), and which the City was obliged to follow, was that set forth in § 4313(a)(2), commencing with the position of employment in which Mr. Brock would have been employed if his continuous employment with the City had not been interrupted by such service, or a position of like seniority, status, and pay.

74. By refusing to reemploy Mr. Brock under USERRA and instead placing Mr. Brock on an unpaid leave of absence, the City failed to reemploy Mr. Brock in the position required by § 4313(a)(2).

75. In so violating § 4313, the City acted willfully.

76. As a result of the City's failure to reemploy Mr. Brock as required under 38 U.S.C. § 4313, Mr. Brock suffered loss of the position, seniority, status, and pay to which he was entitled under § 4313(a)(2) and the attendant reemployment rights and benefits to which

persons reemployed under USERRA are entitled, including the rights and benefits provided under 38 U.S.C. §§ 4316(a) and 4318.

WHEREFORE, Mr. Brock requests that the Court:

- a. Declare that the City violated 38 U.S.C. § 4313.
- b. Order the City to reemploy Mr. Brock in full compliance with 38 U.S.C. § 4313, with retroactive seniority and benefits.
- c. Order the City to provide to Mr. Brock all the attendant reemployment rights and benefits to which persons who are properly reemployed under § 4313 are entitled, including the rights and benefits provided under 38 U.S.C. §§ 4316(a) and 4318.
- d. Order the Fund to comply fully with its obligations under 38 U.S.C. § 4318 as to Mr. Brock upon the City's full compliance with the City's obligations under § 4318 as to Mr. Brock.
- e. Order the City to compensate Mr. Brock for any loss of wages and benefits he has suffered by reason of the City's failure to reemploy Mr. Brock in accordance with the requirements of § 4313.
- f. Order the City to pay Mr. Brock an amount equal to the amount of lost wages and benefits as liquidated damages.
- g. Order the City to pay prejudgment interest.
- h. Order the City to pay Mr. Brock an additional amount to offset Mr. Brock's tax liability if the lost wages and benefits awarded to Mr. Brock push him into a higher tax bracket.
- i. Pursuant to 38 U.S.C. § 4323(e), use the Court's full equity powers to vindicate

fully the rights and benefits of Mr. Brock under USERRA.

- j. Award Mr. Brock attorney fees.
- k. Award Mr. Brock litigation expenses.

Respectfully submitted,



Kathryn S. Piscitelli, Trial Counsel

Florida Bar No. 368598

P.O. Box 691166

Orlando, FL 32869-1166

Phone: (407) 491-0143

Email: kpiscitelli1@cfl.rr.com

Secondary email: kpiscitelli2@gmail.com

For:



Thomas A. Delegal III

Florida Bar No. 892701

Delegal Law Offices, P.A.

424 E Monroe St

Jacksonville, FL 32202-2837

Email: tad@delegal.net

Secondary email: office@delegal.net

Attorneys for Plaintiff