

1 U.S.C. § 1331 and 38 U.S.C. § 4323(b).

2 3. Venue is proper in this judicial district under 38 U.S.C. 4323(c)(2) because
3 Defendant Watermark maintains a place of business in this judicial district and is considered a
4 “private employer.” Venue is also proper under 28 U.S.C. § 1391(b) because a substantial part of
5 the events or omissions giving rise to this action occurred in this judicial district.
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7 **PARTIES**

8 4. Plaintiff Green resided in Gilbert, Arizona, within the jurisdiction of this Court, at
9 the time of the events giving rise to this lawsuit.

10 5. Watermark Solutions (Watermark) is a private, for-profit company located in
11 Phoenix, Arizona, which is within the jurisdiction of this Court. Watermark manufactures
12 cleaning products and provides commercial cleaning equipment to various business segments
13 including hotels, healthcare companies, major league baseball entities, and industrial entities.
14 Watermark is an “employer” within the meaning of 38 U.S.C. § 4303(4)(A), and is subject to suit
15 under USERRA under 38 U.S.C. § 4323(a).
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18 **FACTUAL ALLEGATIONS**

19 6. Green repeats the factual allegations set forth in paragraphs 1-5.

20 7. Green joined the active duty United State Air Force as an enlisted member in June
21 2009 as an Airman First Class, and was ultimately promoted to Staff Sergeant. In 2015, Green
22 sought to fulfill the remainder of his military service as a Reserve Staff Sergeant and began looking
23 for full-time civilian employment. His active duty service term ended in July 2015, and his reserve
24 unit did not require his participation until September 2015 when he entered the Air Force Reserves
25 as a Staff Sergeant.
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27 8. In June 2015, Green began interviewing for a service technician position with
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1 Watermark. Watermark Vice President Mark Simmons (Simmons) met Green through a veteran's
2 program designed to facilitate employment and entrepreneurial opportunities for servicemembers.

3 9. On or around July 13, 2015, Watermark hired Green as a full-time Service
4 Technician where his responsibilities included ensuring that customers were satisfied with
5 Watermark's cleaning agents, and servicing and repairing equipment.
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7 10. When Green began at Watermark, he informed Simmons that he would need four
8 months of leave from the office to fulfill his military training requirements in the coming months.
9 Green required four months of military leave due to his transition from active duty to the Reserves.
10 In this transition, Green changed his specialty from aircraft maintenance to vehicle maintenance.
11 This specialty change required that Green undergo 3-1/2 months of vehicle maintenance training,
12 in addition to the two weeks of annual reserve training. Simmons was fully aware of that
13 obligation.
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15 11. At the time of his hiring, Green was the sole Service Technician for Watermark,
16 and responsible for ensuring customer satisfaction with the company's cleaning agents and
17 providing service maintenance and repairs on equipment. Simmons introduced Green to the
18 company's clients and trained him on servicing equipment. Green was on call 24 hours daily,
19 during the week and on weekends, and serviced about 40 customers, some of whom were located
20 as far as two hours away from Watermark's Phoenix Office. After being trained by Simmons,
21 Green worked most jobs independently, was given significant responsibility servicing the
22 company's customer base, and assisted Simmons on certain jobs that required more than one
23 person. Customers called Green directly and Green managed his own schedule based on
24 responding to direct-customer calls and managing monthly maintenance requirements. Green was
25 never made aware of any customer complaints, and was never counseled by the company for poor
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1 performance. Between January and March 2016, Simmons texted Green to thank him for his work
2 and informed Green that he was doing a “good job.”

3 12. During the course of his employment with Watermark, Green received updates
4 from his commanding officer in the Reserves as to when his military training would need to begin.
5 Green kept Simmons informed of those updates.
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7 13. Around May 9, 2016, Green informed Simmons that his military training would
8 begin in June 2016. On June 6, 2016, Green told Simmons that his military training would begin
9 on June 24, 2016, and end about four months later at the end of October 2016.

10 14. Simmons responded to Green that a temporary replacement could not be hired and
11 that he would be terminated. Green told Simmons that his termination was prohibited under
12 USERRA.
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14 15. On or around June 10, 2016, Watermark issued Green a Termination Letter and
15 Separation and Release of Claims Agreement. Under the Separation and Release of Claims
16 Agreement, Watermark offered Green four weeks of severance pay.
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18 16. On or around June 13, 2016, Green notified Simmons of his refusal to sign the
19 Separation and Release of Claims Agreement. On June 16, 2016, Green again notified Watermark
20 by email that his military service obligation would begin on June 24, and that he would return to
21 work by around November 7, 2016.

22 17. By around October 31, 2016, after Green fulfilled his military obligations, he
23 notified Watermark that he was prepared to resume work by as early as November 1, 2016.
24 Watermark informed Green that his position had been filled with someone else and that the
25 company was not hiring.
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27 18. At the time of his termination, Green’s annual salary with Watermark was \$48,000.
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1 G. Grant such other and further relief as may be just and proper together with the costs
2 and disbursements of this lawsuit.

3 Date: December 18, 2018

4 Respectfully submitted,

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