

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

JOHN M. HEETER	)	
13342 Scotsmore Way	)	
Herndon, Virginia 20171	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
WAL-MART ASSOCIATES, INC.	)	C.A. No. _____
702 SW 8 <sup>th</sup> Street	)	
Bentonville, Arkansas 72716	)	
	)	
Serve: CT Corporation System	)	
4701 Cox Road, Suite 285	)	
Glen Allen, Virginia 23060	)	
	)	
and	)	
	)	
WAL-MART STORES EAST, LP	)	
702 SW 8 <sup>th</sup> Street	)	
Bentonville, Arkansas 72716	)	
	)	
Serve: CT Corporation System	)	
4701 Cox Road, Suite 285	)	
Glen Allen, Virginia 23060	)	
	)	
Defendants.	)	
	)	

**COMPLAINT**

COMES NOW THE PLAINTIFF, JOHN M. HEETER and moves this Court for judgment in his favor, and against the Defendants WAL-MART ASSOCIATES, INC. and WAL-MART STORES EAST, LP (collectively, “Wal-Mart”), jointly and severally, and in support of such motion alleges and avers as follows:

1. This is a civil action by Plaintiff John M. Heeter, alleging discrimination and retaliation against his former employer, Wal-Mart. Mr. Heeter was discriminated against and terminated because of his mental diagnosis of Intellectual Development Disorder, which Wal-Mart failed to accommodate and, when Wal-Mart learned Mr. Heeter had engaged in the protected activity of consulting an attorney about his unfair and unlawful termination, Wal-Mart retaliated by cancelling a meeting that had been scheduled to discuss Mr. Heeter becoming re-employed at another Wal-Mart location, citing the fact that Mr. Heeter had consulted legal counsel as the sole reason for the cancellation. Wal-Mart's discriminatory and retaliatory actions were taken in violation of the Americans with Disabilities Act ("ADA") pursuant to 28 U.S.C. §1331, 28 U.S.C. §1343, 28 U.S.C. §1441, 42 U.S.C. §2000e-5(f) and 42 U.S.C. §12117.

### **PARTIES**

2. Plaintiff John M. Heeter ("Mr. Heeter") is a resident and citizen of Fairfax County in the Commonwealth of Virginia.

3. Mr. Heeter was employed by Wal-Mart at its retail location on Fair Lakes Parkway, in Fairfax, Virginia for approximately 22 years- from March, 1994 until October 7, 2016.

4. Defendant Wal-Mart Associates, Inc. is a Delaware corporation registered to do business and in good standing in the Commonwealth of Virginia.

5. Defendant Wal-Mart Stores East, LP is a Delaware limited partnership registered to do business and in good standing in the Commonwealth of Virginia.

6. Defendants Wal-Mart Associates, Inc. and Wal-Mart Stores East, LP share the same principal office address in Bentonville, Arkansas, and the same registered agent for service of process in the Commonwealth of Virginia.

7. Headquartered in Arkansas, Wal-Mart operates over 11,700 retail units under 59 banners in 28 countries, and employs approximately 2.3 million associates around the world –1.5 million in the U.S. alone. In Virginia, Wal-Mart operates over 150 locations (including its Supercenters, discount stores, neighborhood markets and Sam’s Club locations) and employs over 44,500 Associates.

8. At all times relevant to this action, Wal-Mart was engaged in an industry affecting commerce and had 15 or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year.

9. Mr. Heeter was an “employee” within the meaning of 42. U.S.C. §12111(4).

10. Wal-Mart is an “employer” within the meaning of 42. U.S.C. §12111(5)(A).

### **JURISDICTION**

11. The amount in controversy in this action exceeds the statutory jurisdictional minimum for claims in this Court.

12. This Court has jurisdiction over the subject matter of Mr. Heeter’s claims under the Americans with Disabilities Act 42 U.S.C. § 12101, *et seq.* (including § 12117 which cross-references the jurisdictional provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(f)(1) and (3)).

13. This Court has jurisdiction over Mr. Heeter’s claims under the common law of Virginia.

14. Wal-Mart, acting through its agents, transacted business and caused tortious injury to Mr. Heeter by acts or omissions within the Commonwealth of Virginia.

15. Wal-Mart is subject to the personal jurisdiction of this Court pursuant to Va. Code §§ 8.01-328.11 (A)(1), (2) and (3).

**VENUE**

16. Wal-Mart is present in and regularly conducts affairs and business activities in this judicial district.

17. The causes of action alleged in this action arose in this judicial district, in Fairfax County in the Commonwealth of Virginia.

18. The unlawful employment practices committed by Defendants occurred in this judicial district, employment records relevant to such practices are maintained and administered in this judicial district, and Mr. Heeter would still be employed in this judicial district but for the unlawful practices of Defendants.

19. Venue over Mr. Heeter's claims is proper in this Court.

**PROCEDURAL STATUS**

20. Mr. Heeter timely filed an administrative Charge of Discrimination with the United States Equal Employment Opportunity Commission ("EEOC") on December 30, 2016.

21. On April 28, 2017, the EEOC issued Mr. Heeter a Right to Sue letter.

22. This action is timely filed and all procedural prerequisites to suit have been met.

**BACKGROUND**

23. Mr. Heeter is 48 years old and has a medical diagnosis of Intellectual Development Disorder, meaning that he has an IQ more akin to that of a 12 year old child.

24. Mr. Heeter lives in a group home, Gabriel Homes, which provides housing and services to Fairfax County residents 18 years and older, who have been medically diagnosed with an intellectual disability. Gabriel Homes serves adults in the mid to moderate range of abilities.

25. Mr. Heeter became employed by Wal-Mart as an Associate, in March 1994, at its retail location in Fairfax, Virginia. The opportunity for Mr. Heeter to become employed with Wal-Mart came in conjunction with Wal-Mart's association with Didlake, Inc., an organization that connects and assists people with disabilities who are seeking employment to businesses in their community. Wal-Mart has had full disclosure of Mr. Heeter's disability, abilities and required accommodations since the time Mr. Heeter was hired, over 22 years ago.

26. Throughout his tenure, Mr. Heeter worked in various departments at Wal-Mart.

27. For more than 22 years, Mr. Heeter performed his job duties to the best of his abilities, as evidenced by his long tenure at Wal-Mart, positive performance reviews and performance based pay increases.

28. Mr. Heeter is not computer literate. Throughout his employment at Wal-Mart, Mr. Heeter was required to listen to and complete Computer Based Learning modules ("CBLs"). CBLs are videos watched by employees on a computer, on employment related issues such as safety, integrity, and other aspects of working at Wal-Mart. After each module, the employee must score a certain percentage on the computerized test of the material. Wal-Mart was aware that Mr. Heeter routinely required assistance to complete the CBL modules.

29. In early 2016, just prior to the implementation of a new, computerized time keeping management system, the Wal-Mart HR representative who had known and provided the proper assistance to Mr. Heeter for many years was replaced by a new HR representative.

30. In or around March 5, 2016, Wal-Mart implemented the new computerized time keeping management system, by which Mr. Heeter had to manage his attendance by logging into Wal-Mart's WIRE computer program. Wal-Mart did not offer Mr. Heeter the level of training and assistance needed for him to be able to log in and use the new computerized time

management system properly. Mr. Heeter was also not provided with any warnings that he was clocking in or out improperly, or that he was using the WIRE program incorrectly (which a supervisor could have detected by reviewing Mr. Heeter's time and attendance records), so Mr. Heeter did not know he needed to ask for help.

31. Since Mr. Heeter routinely required assistance with the computer based CBLs, it followed that he would need additional training and assistance with learning to use yet another computer based program.

32. The previous time keeping system had been in place for about 10 years. Because Mr. Heeter had been using that attendance/time system for so long (and because of the simplicity of the old system), he was able to successfully punch in and out on the old time system without assistance, once he had been trained and became familiar with the system.

33. Job coaches from Didlake make periodic visits to job sites. Job coaches from Didlake visited the Wal-Mart location where Mr. Heeter worked on February 4, February 8, March 28, April 1, April 6, May 13, June 23, July 5, August 2 and August 19, 2016. Although Mr. Heeter was not available for each and every visit, there was not a single time when a Didlake job coach visited Wal-Mart that any Wal-Mart managerial or supervisory employee attempted to speak with any Didlake job coach about any issues with Mr. Heeter's performance or attendance. Since Mr. Heeter's employment at Wal-Mart was the result of Wal-Mart's association with Didlake, bringing such issues to the attention of Mr. Heeter's Didlake job coach would have been appropriate, and it was a reasonable expectation that Mr. Heeter would be given the opportunity to be guided on how to correct any such issues.

34. On August 23, 2016, Natalie Buehler ("Ms. Buehler"), a Didlake job coach, visited the Wal-Mart location where Mr. Heeter was employed, but was told by Francine (a

Merchandising Supervisor) that Mr. Heeter was on vacation. Neither Francine nor any other Wal-Mart managerial or supervisory employee attempted to speak with Ms. Buehler about any issues with Mr. Heeter's performance or attendance.

35. During the last week of September, 2016, Mr. Heeter's mother visited Wal-Mart in order to assist Mr. Heeter to sign out for several days off. While she was there, Mr. Heeter's mother encountered a member of Wal-Mart's HR team, and no mention was made of any attendance issues for Mr. Heeter.

36. On September 29, 2016, Ms. Buehler visited Mr. Heeter during his break at Wal-Mart. They discussed how Mr. Heeter was doing at work. No one at Wal-Mart had brought any issues or concerns about Mr. Heeter's performance or time clock violations to his attention, or to the attention of Ms. Buehler. Ms. Buehler gave Mr. Heeter her phone number and helped him save it into his phone in case any issue arose.

37. On October 7, 2016, after over 22 years of loyal and dedicated service, Mr. Heeter was unceremoniously and abruptly terminated. The reason given for his termination was that Mr. Heeter had accumulated 19 in/out time violations on the new computerized monitoring system. Wal-Mart never explored the alleged violations with Mr. Heeter personally, did not provide Mr. Heeter with any guidance regarding what he should do to avoid violations, and never gave him notice that his employment was in jeopardy.

38. Also on October 7, 2016, Christy Stegman (a job coach at Didlake) was notified by Rebecca Hartner of Gabriel Homes that Mr. Heeter had been fired from Wal-Mart due to not clocking in and out properly. Ms. Hartner was concerned by this allegation since she knew that Mr. Heeter typically arrived at work one hour early each day so that he would be there to clock in on time. Ms. Hartner was also aware, through conversations with Mr. Heeter, that Mr. Heeter

had difficulty logging in and using the computerized system, and therefore, even when he arrived an hour early, he had to rely on finding someone to help him at the very moment he was supposed to log in and register his attendance. If no one was available to help, Mr. Heeter had to wait, which would make it appear that he arrived to work late when, in reality, he had been an hour early.

39. Despite the fact that it is clearly documented in Mr. Heeter's Wal-Mart personnel file that he is an individual with disabilities who needs assistance, and who receives support from a job coach, no one at Wal-Mart ever notified Didlake or Gabriel Homes about the time/attendance issue, or that Mr. Heeter had any violations (or that his job was in jeopardy as a result), prior to his termination.

40. At the time of his termination, Mr. Heeter was not given any type of termination or severance package, or any information concerning his final paycheck, payment of income tax, continuation of his health care coverage, COBRA, the retirement program or any other employment matters.

41. The stated reason Mr. Heeter's termination, too many time clock violations, or "excessive tardiness," was the direct result of Wal-Mart's failure to provide Mr. Heeter the level of training and assistance he needed, based on his disability -- to learn to log in and use the new computerized WIRE time keeping system properly.

42. Wal-Mart was well aware, after 22 years, that an increased level of training and/or modification of, or assistance, on routine tasks (initially, in order to learn them) that may come easily to others was an accommodation Mr. Heeter required based on his disability, in order to perform his job, as he had for the past 22 years.

43. In fact, a similar situation occurred in 2008 when Wal-Mart changed the procedure by which it processed attendance issues (*i.e.*, absences, sick days, vacations, etc.), and Mr. Heeter did not receive vacation pay because his request was not successfully processed under the new procedure, and he was recorded as AWOL from work. In that instance, Wal-Mart recognized its shortfall and corrected and processed the paperwork to restore his vacation pay. Once it had been corrected, the manager involved in this situation asked to set up a meeting between his Didlake job coach and the relevant Wal-Mart personnel to address the accommodation needed. Specifically, the memo stated:

Because of this new set up at Wal-Mart, I would like to meet with Person A, Person B, and JMH's job coach to work out a method – one that is both convenient and effective – for assisting JMH with his attendance issues. **What I look for is a fail safe method to see that JMH receives the assistance he needs and the follow on required to assure correct processing of issues affecting his attendance. (Emphasis added.)**

44. In sharp contrast to the 2008 situation, in addition to Wal-Mart's failure to train Mr. Heeter on the new system, Wal-Mart did not take any steps to warn Mr. Heeter, or to correct his incorrect usage of the time clock, before it fired him for having too many violations.

45. It is Mr. Heeter's understanding that Wal-Mart's usual procedure, prior to termination, is to counsel an employee about performance deficiencies and provide a chance to correct or improve upon them.

46. In response, Sylvia Pabon ("Ms. Pabon"), Mr. Heeter's manager at the time of his termination, offered Mr. Heeter a transfer to another Wal-Mart location, and she scheduled a meeting to take place on October 25, 2016 to discuss his becoming re-employed at another location.

47. On October 21, 2016, after learning that Mr. Heeter had consulted an attorney about his unfair and unlawful termination, Ms. Pabon instructed her assistant to contact Mr.

Heeter's father and cancel the meeting. The reason given for the cancellation was because Mr. Heeter had consulted legal counsel. The meeting cancellation and resulting withdrawal of the offer to transfer to another store was purely retaliatory.

48. Mr. Heeter applied for unemployment compensation, which the Virginia Employment Commission ("VEC") initially denied based on Wal-Mart's position that Mr. Heeter was "discharged due to excessive attendance issues." Since Wal-Mart was apparently willing to transfer Mr. Heeter to another location after it illegally fired him, and then cancelled the meeting to discuss the transfer after learning that Mr. Heeter had contacted legal counsel (and citing that as the very reason for the meeting cancellation), Wal-Mart's statement to the VEC that Mr. Heeter was discharged due to attendance issues was retaliatory, and Wal-Mart knew that its statement would cause Mr. Heeter to be found ineligible for benefits.

49. During a December 5, 2016 telephone hearing conducted by the Virginia Employment Commission ("VEC"), Dustin (the co-manager of the Wal-Mart location where Mr. Heeter worked) stated to the VEC that Mr. Heeter was responsible for monitoring his own attendance record because Mr. Heeter had previously signed a document to that effect. Dustin's comment was based upon the false expectation that Mr. Heeter could successfully log on to the computer, navigate to Wal-Mart's WIRE site, locate his attendance record, and meaningfully interpret and prudently act upon it. Wal-Mart management was well aware that this was a task with which Mr. Heeter would need assistance.

50. In addition, Wal-Mart was aware that as part of his employment accommodation, Mr. Heeter was not to sign any document or agreement, including the PTO guidelines referred to by Dustin, without representation, and the document to which Dustin was referring had been signed in violation of that accommodation.

51. Mr. Heeter appealed the decision VEC decision, and after a telephonic hearing on February 7, 2017, the Appeals Examiner reversed the decision and found Mr. Heeter eligible to receive unemployment benefits, retroactive to November 13, 2016.

52. Wal-Mart has treated other employees in a similar manner. In January 2017, the United States EEOC filed suit against Wal-Mart for failure to accommodate a long time employee, Marlo Spaeth, in violation of the ADA (*EEOC v. Wal-Mart Stores East, LP*, Civil Action No. 2:17-cv-70, pending in the U.S. District Court for the Eastern District of Wisconsin).

53. Marlo Spaeth, who, like Mr. Heeter, has a diagnosed Intellectual Disability (Down syndrome), was disciplined for absenteeism after her schedule of 15 years was changed and management insisted that she work the longer and later shifts that were assigned to her by a new computerized scheduling system, rather than the 12:00 – 4:00 PM shift she had worked for the past 15 years. Because of Ms. Spaeth’s disability, she was unable to adapt to the change in routine. Just like Mr. Heeter, Marlo Spaeth had a long record of successful employment with Wal-Mart, receiving multiple pay raises and satisfactory performance reviews over the years. Despite repeated requests to return Ms. Spaeth to her former shift as a reasonable accommodation, Wal-Mart refused, and terminated Ms. Spaeth.

**COUNT ONE –  
FAILURE TO ACCOMMODATE  
DISABILITY IN VIOLATION OF THE ADA  
(against Wal-Mart Associates, Inc. and Wal-Mart Stores East, LP)**

54. The allegations of the foregoing paragraphs are incorporated as if realleged herein.

55. Mr. Heeter has a mental diagnosis of Intellectual Development Disorder, meaning that he has the IQ similar to that of a 12 year old. He lives in a group home and has a job coach through Didlake, an organization with which Wal-Mart has an association, and which connects

and assists people with disabilities who are seeking employment to businesses in their community.

56. Wal-Mart has had full disclosure of Mr. Heeter's disability, abilities and required accommodations since the time Mr. Heeter was hired, over 22 years ago.

57. Wal-Mart is fully aware of Mr. Heeter's limitations, and is aware that he is not computer literate, as evidenced by Wal-Mart's provision of accommodation and assistance to Mr. Heeter for completion of the computer based learning modules to complete the CBL modules throughout his employment.

58. In addition, in 2008 when Wal-Mart changed the procedure by which it processed attendance issues and it was discovered that Mr. Heeter was not using the procedure successfully, Wal-Mart recognized that it had not provided the proper accommodation and additional training needed by Mr. Heeter, and promptly did so. Thereafter, Mr. Heeter was able to use the procedure successfully.

59. However, in March 2016, when Wal-Mart implemented the new computerized WIRE based system to manage time and attendance, Mr. Heeter was not given any additional training or assistance on the computer based system, and he was asked to sign a document acknowledging that he accepted responsibility for managing his time under the new procedures when he had no representative present, in violation of the accommodations provided to Mr. Heeter to which Wal-Mart agreed to adhere.

60. Because Wal-Mart failed to accommodate Mr. Heeter by providing the proper training and assistance on the computerized system, and by requiring Mr. Heeter to sign an acknowledgement without his representative present, Mr. Heeter accumulated numerous time clock violations. To compound the matter, since neither Mr. Heeter, his job coaches who visited

Wal-Mart, nor his parents (who also came into contact with Wal-Mart supervisors and HR personnel during this time) were never notified of any issues with Mr. Heeter's time and attendance, Mr. Heeter was never warned or counseled about his violations and therefore did not know he needed to ask for help.

61. Wal-Mart refused to provide accommodation for Mr. Heeter's disability in this instance, despite being on notice that such accommodation was required, and despite providing accommodations in the past, and instead, allowed the time violations to accumulate, and then terminated Mr. Heeter's employment with no warning.

62. Mr. Heeter was qualified and able to perform the essential functions of his job, which he been doing and had enjoyed for over 22 years, until his abrupt, illegal and discriminatory termination, predicated upon, and caused by, Wal-Mart's refusal and failure to accommodate his disability.

63. Mr. Heeter would have been able to continue performing his job functions with appropriate accommodation, as demonstrated throughout his long tenure with Wal-Mart.

64. Mr. Heeter's requests for accommodation were not unreasonable or overly burdensome.

65. Wal-Mart refused to provide accommodation for Mr. Heeter's disabilities, without rational or legitimate justification.

66. Wal-Mart's failure to accommodate Mr. Heeter's disabilities violated the Americans with Disabilities Act, and evinced malice, spite, and ill-will, was willful and wanton, and evinced a conscious disregard for the rights of Mr. Heeter.

67. As a direct and proximate result of this failure to accommodate, Mr. Heeter has suffered and continues to suffer damages, including loss of income, loss of employee benefits,

lost career and business opportunities, medical expenses, embarrassment, humiliation, inconvenience, mental and emotional anguish and distress, physical injury and stress, litigation expense, including attorneys' fees and other injury.

68. Due to the severity of Wal-Mart's conduct, Mr. Heeter is also entitled to punitive damages.

**COUNT TWO –  
DISCRIMINATION IN THE TERMINATION  
OF EMPLOYMENT IN VIOLATION OF THE ADA  
(against Wal-Mart Associates, Inc. and Wal-Mart Stores East, LP)**

69. The allegations of the foregoing paragraphs are incorporated as if realleged herein.

70. At all relevant times, Mr. Heeter was a qualified individual with disabilities within the protected class of the ADA.

71. Wal-Mart terminated Mr. Heeter's employment because Mr. Heeter suffered from a mental disabilities and related limitations with respect to his ability to manage his time and attendance.

72. Prior to his termination, Mr. Heeter had been performing his job at a level that met Wal-Mart's legitimate expectations, for approximately 22 years.

73. Within months of Wal-Mart implementing a computerized system to be used by employees to manage their time and attendance, Mr. Heeter accumulated numerous violations because of Wal-Mart's failure to train him on, and provide him assistance with, the new system, despite its knowledge that Mr. Heeter was not computer literate and needed assistance (which Wal-Mart had previously provided) with computer related tasks, and he was suddenly and unexpectedly terminated.

74. Wal-Mart's termination of Mr. Heeter constituted a violation of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101 *et seq.*

75. Wal-Mart's conduct in so doing evinced a willful and conscious disregard for the rights of Mr. Heeter, and reflected malice, spite, and ill-will.

76. As a direct and proximate result of Wal-Mart's discriminatory discharge, Mr. Heeter has suffered and continues to suffer damages, including loss of income, loss of employee benefits, lost career and business opportunities, medical expenses, embarrassment, humiliation, inconvenience, mental and emotional anguish and distress, physical injury and stress, litigation expense, including attorneys' fees and other injury.

77. Due to the severity of Wal-Mart's conduct, Mr. Heeter is also entitled to punitive damages.

**COUNT THREE –**  
**RETALIATION IN VIOLATION OF THE ADA**  
**(against Wal-Mart Associates, Inc. and Wal-Mart Stores East, LP)**

78. The allegations of the foregoing paragraphs are incorporated as if realleged herein.

79. Mr. Heeter was suddenly and unexpectedly terminated after Wal-Mart failed to accommodate his disability, which resulted in Mr. Heeter accumulating time keeping violations. Wal-Mart's usual procedure, prior to termination, is to counsel an employee about performance deficiencies and provide a chance to correct or improve upon them.

80. Ms. Pabon, Mr. Heeter's manager at the time of his termination, thereafter offered Mr. Heeter a transfer to another Wal-Mart location, and she scheduled a meeting to take place on October 25, 2016 to discuss his becoming re-employed at another location.

81. On October 21, 2016, after learning that Mr. Heeter had consulted an attorney about his unfair and unlawful termination, Ms. Pabon instructed her assistant to contact Mr. Heeter's father and cancel the meeting. The reason given for the cancellation was because Mr. Heeter had consulted legal counsel. The meeting cancellation and resulting withdrawal of the offer to transfer to another store was purely retaliatory.

82. Mr. Heeter then applied for unemployment compensation, which the VEC initially denied based on Wal-Mart's position that Mr. Heeter was "discharged due to excessive attendance issues." Since Wal-Mart was apparently willing to transfer Mr. Heeter to another location after it illegally fired him, and then cancelled the meeting to discuss the transfer after learning that Mr. Heeter had contacted legal counsel (and citing that as the very reason for the meeting cancellation), Wal-Mart's statement to the VEC that Mr. Heeter was discharged due to attendance issues was retaliatory, and Wal-Mart knew that its statement would cause Mr. Heeter to be found ineligible for benefits.

83. These retaliatory actions violated the Americans with Disabilities Act, and evinced malice, spite and ill-will, were willful and wanton, and evinced a conscious disregard for the rights of Mr. Heeter.

84. As a direct and proximate result of Wal-Mart's retaliatory actions, Mr. Heeter has suffered and continues to suffer damages, including loss of income, loss of employee benefits, lost career and business opportunities, medical expenses, embarrassment, humiliation, inconvenience, mental and emotional anguish and distress, physical injury and stress, litigation expense, including attorneys' fees and other injury.

85. Due to the severity of Wal-Mart's conduct, Mr. Heeter is also entitled to punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE Plaintiff JOHN M. HEETER respectfully prays that judgment be entered in his favor and against Defendants WAL-MART ASSOCIATES, INC. and WAL-MART STORES EAST, LP, jointly and severally, on the above counts, and that this Court in addition:

- (a) Award Mr. Heeter compensatory damages, plus demonstrated past and future pecuniary damages on each of the above-stated Counts, as determined by a jury; and in addition
- (b) Award Mr. Heeter punitive and exemplary damages on each of the above-stated Counts, as determined by a jury; and in addition
- (c) Award Mr. Heeter appropriate front pay and back pay, including all lost income and benefits of employment both past and future; and in addition
- (d) Award Mr. Heeter's attorneys' fees and the costs of this action; and in addition
- (e) Award injunctive relief consisting of an order prohibiting Wal-Mart from engaging in further employment practices that create or tolerate a hostile or discriminatory or retaliatory work environment; and in addition
- (f) Award injunctive relief consisting of an order requiring defendant Wal-Mart to establish and maintain a disability sensitivity training program for supervisors and staff dealing with disability discrimination and harassment, to be approved of and monitored the United States Equal Employment Opportunity Commission; and in addition
- (g) Award Mr. Heeter full reinstatement with Wal-Mart; and
- (h) Award Mr. Heeter such other and further relief as may be appropriate under the circumstances.

**JURY DEMAND**

**PLAINTIFF JOHN M. HEETER DEMANDS A TRIAL BY JURY.**

July 25, 2017

Respectfully submitted,

*/S/ CARLA D. BROWN*

---

Carla D. Brown  
Virginia Bar No. 44803  
Charlson Bredehoft Cohen & Brown, PC  
11260 Roger Bacon Drive, Suite 201  
Reston, VA 20190  
(703) 318-6800 Telephone  
(703) 318-6808 Facsimile  
[CBrown@cbclaw.com](mailto:CBrown@cbclaw.com)  
*Counsel for Plaintiff, John M. Heeter*