

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JULIE THOMAS,

Plaintiff,

v.

**THE WOODLANDS TOWNSHIP,
TEXAS, and DON NORRELL,
individually and in his official
capacity,**

Defendants.

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CAUSE NO. 4:18-cv-0313

A JURY IS DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

Julie Thomas, plaintiff, brings this original complaint of sexual harassment and retaliation against the Woodlands Township and Don Norrell, individually and in his official capacity.

Statement of the Case

The Woodlands Township must provide a safe workplace free of sexual harassment and retaliation to protect its employees and citizens. The Woodlands Township failed. In this case, the Woodlands Township allowed the Woodlands Fire Department to create a hostile work environment permeated by sexual comments, innuendos, and actions. Ms. Julie Thomas followed procedure and reported the illegal activity through the proper channels. The Woodlands Township then conducted a sham investigation that blamed Ms. Thomas and falsely declared

her a willing and enthusiastic participant in her own sexual harassment. Allowing sexual harassment and retaliation in a fire department endangers not only the employees but the entire community.

2.

Parties

2.1 Julie Thomas is an adult, female, resident of Spring, Texas located in the Southern District of Texas, Houston Division. Ms. Thomas was an employee of the Woodlands Township and assigned to work in the Fire Department where her husband was also employed.

2.2 The Woodlands Township is an incorporated city in Montgomery County and the State of Texas. Woodlands may be served with service of process by delivering such citation to Don Norrell, President, 2801 Technology Forest Blvd., The Woodlands, Texas 77381.

2.3 Don Norrell, President of the Woodlands Township, sued individually and in his official capacity. Mr. Norrell may be served with service of process by delivering such citation to Don Norrell, President, 2801 Technology Forest Blvd., The Woodlands, Texas 77381.

3.

Jurisdiction and Venue

3.1 The Court has jurisdiction pursuant to 28 U.S.C. §1331 because the claims brought are pursuant to a federal law and therefore the Court has federal question jurisdiction.

3.2 The venue is proper because all of the events made the subject of this suit occurred with the Houston Division of the Southern District of Texas and the Defendant is a Township located in the Southern District.

4.

Facts Supporting Relief

July of 2013: The WFD Hires Ms. Thomas

4.1 The Woodlands Township ("WT" or "The Woodlands") hired Julie Thomas as a Customer Service Representative on or about July 1, 2013. Ms. Thomas worked in The Woodlands Fire Department, ("WFD").

4.2 Ms. Thomas is married to Josh Thomas, a firefighter who works at the WFD.

4.3 The Woodlands Township assigned Alison Downy, Office Administrator, to supervise Ms. Thomas.

4.4 The WFD has a military-like structure and Deputy Chief Wayne Walker was in charge of the station where Ms. Thomas worked. Other firefighters are ranked and every firefighter "outranks" Ms. Thomas. Mr. Thomas was also at the lowest rank of firefighter at this time. Both Mr. and Ms. Thomas were subject to this command and control structure.

The Woodlands Fire Department is A Men's Club

4.5 The WFD is staffed almost exclusively with men. There are, upon information and belief, approximately 4 women working with over 100 male firefighters. Some additional females work in dispatch, but the department is separate and does not come into contact frequently with firefighters.

4.6 Like all workplaces where men significantly outnumber women, the atmosphere is one of an old-boys club or a fraternity house. The firefighters spend long hours together and in close proximity. The jokes, off-color and otherwise, flow freely. There are photographs, emails, memes, gifs, and other materials exchanged.

4.7 The firefighters are generally separated from their wives and girlfriends during their shifts.

4.8 During Ms. Thomas' employment, various firefighters engaged in comments and actions which created a severe and pervasive hostile work environment based on sex.

4.9 In compliance with societal norms and the nature of the workplace, Ms. Thomas generally ignored or moved on when firefighters, including but not limited to officers, made comments, gave her lustful looks, kissed, and generally made Ms. Thomas uncomfortable.

4.10 The WT and WFD employees made such comments and gestures frequently.

March/April 2015: Firefighter Comments Begin to Escalate

4.11 During her employment, Ms. Thomas was frequently subjected to low-level sexual harassment. The pervasive, inappropriate, and harassing comments were made about her appearance, her clothing, and her body.

4.12 Ms. Thomas, like so many other women in the workplace, had developed a fairly thick skin to deal with the daily commentary, sexual looks, and innuendo. Developing a thick skin does not mean that the comments did not affect, hurt, and humiliate Ms. Thomas. Ms. Thomas' adopted this form of defense mechanism, as most women do, in order to function in a workplace full of innuendo and sexual harassment.

4.13 In the course of 2015, Ms. Thomas had engaged in a regimen designed to lose weight and get healthy. She was very successful and improved her health and appearance.

Firefighters Created a Hostile Work Environment:

The Battalion Chief Wants Sex

4.14 The comments and actions of firefighters created a sexually hostile workplace that was severe, pervasive, and both subjectively and objectively offensive and abusive.

4.15 Jason Washington, Battalion Chief, made a point of staring at Ms. Thomas' buttocks and made the comment "damn girl, you're looking good these days!" Mr. Washington followed Ms. Thomas and leered at her.

4.16 Battalion Chief Washington also made comments regarding Ms. Thomas' husband. Washington alluded to the fact that Ms. Thomas and he could have sex -- he pleaded "come on Julie, Josh (Ms. Thomas' husband) doesn't have to know."

4.17 The comments made Ms. Thomas uncomfortable and were not welcome.

4.18 Being subjected to such comments altered the terms and conditions of Ms. Thomas' work.

"Motorboating" Firefighter Also Wants Sex

4.19 Ms. Thomas was also subjected to intense sexual innuendo and invitations. These actions and comments were not welcome and were part of the hostile workplace environment.

4.20 For example, Lt. Thomas Richardson came up to Ms. Thomas and made sound effects that mimicked a motor boat noise which is frequently associated with placing one's lips on a woman's breasts and said "Oh girl, the things I can do to you."

4.21 The comments, attitude, and actions were frequently made and were severe, outrageous, and pervasive.

4.22 The comments, attitude, and actions were humiliating to Ms. Thomas and interfered with her ability to carry out her job duties and affected her work performance and altering the terms and conditions of her employment.

April 2015: Ms. Thomas Reports to Her Supervisor and the Chief

4.23 In April of 2015, Ms. Thomas reported her concerns and the comments to the human resources professional and the chief of the Fire Department.

4.24 Ms. Thomas' report include sufficient information and allegations to trigger a proper and thorough investigation.

4.25 The Woodlands assured Ms. Thomas that the matter would be properly handled and that the issues would be addressed. The Woodlands promised Ms. Thomas that a proper and thorough investigation would be conducted.

4.26 The Woodlands promises in its handbook that The Woodlands "prohibits any form of 'harassment.'"

4.27 The Woodlands continues and states that "Harassment includes, but is not limited to unwelcome slurs, jokes, verbal, graphic, or physical conduct relating to an individual's ... sex...."

4.28 "Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature..."

4.29 The Woodlands provides a typical complaint procedure and upon receipt of a complaint, promises that it "will begin a prompt and thorough investigation."

4.30 The actions reported by Ms. Thomas violated the law and the provisions of the Woodlands Township handbook and her report should have resulted in a prompt and thorough investigation conducted using normal and routine investigative methods. Failure to use such methods suggests that the employer is not serious about solving the problem.

August 2015: "Juggling Balls" Close to Your Face -- The Sexually Suggestive Remarks Continue

4.31 Ms. Thomas had previously reported Mr. Richardson for making sexually suggestive and harassing comments. WT and WFD did nothing.

4.32 In August of 2015, Ms. Thomas was walking through the fire station holding a number of small promotional footballs in her arms. These are the type of footballs that are thrown to the audience during high school and other football games.

4.33 Mr. Richardson said "Damn girl, I didn't know you could juggle that many balls so close to your face."

4.34 The comment was demeaning, humiliating, and unwelcome. The comment made Ms. Thomas extremely uncomfortable.

4.35 Mr. Richardson enjoyed the comment because he laughed and then made the same joke in a class where Ms. Thomas' husband and other co-workers were present. Mr. Richardson laughed again when he made the comment multiple times.

4.36 The comment was not welcome and came after Mr. Richardson had allegedly been investigated for making sexually harassing comments.

4.37 If Mr. Richardson had actually received any discipline or training in connection with Ms. Thomas' previous report of sexual harassment, he decided to repeat his illegal behavior, demonstrating that WFD and WT had failed to adequately respond to Ms. Thomas' reports of sexual harassment.

August 2015: Rumors of Sexual Encounters Are Spread

4.38 Around the same time period, Mr. Richardson began spreading rumors that Ms. Thomas was sleeping with a firefighter who was temporarily staying with Ms. Thomas and her husband while his divorce finalized. These rumors were known and condoned by management and Ms. Thomas' supervisor, and they had a devastating impact on Ms. Thomas' reputation and were known and condoned by management and Ms. Thomas' supervisors.

4.39 The rumors spread by Mr. Richardson were unwelcome and brought scorn and derision upon Ms. Thomas, her husband, and the other firefighter affecting her reputation in the community.

September 2015: Battalion Chief Washington Retaliates Against Ms. Thomas

4.40 By July of 2015, Ms. Thomas had reported to the appropriate authority that Battalion Chief Washington and Lt. Thomas Richardson had sexually harassed her and created a hostile work environment.

4.41 Previously, the WT and WFD had both promised Ms. Thomas that her reports had been investigated and were being dealt in an appropriate manner.

4.42 Ms. Thomas had not, however, been interviewed, nor had she been provided with a copy of any written report of any investigation.

4.43 The discriminatory treatment and retaliation against Ms. Thomas continued.

4.44 In September of 2015, Battalion Chief Washington initiated and created an uncomfortable situation with Ms. Thomas over the purchase of uniforms.

4.45 In the course of a phone conversation, Battalion Chief Washington began screaming and yelling at Ms. Thomas and was overly critical of her performance.

4.46 Ms. Thomas raised her voice during the call, but managed to remain calm throughout the call. Battalion Chief Washington did not calm down and continued to escalate the aggressive and demeaning tone of the conversation.

4.47 Ms. Thomas, confronted with this unprofessional and harassing behavior, hung up the phone.

4.48 In response, The Woodlands Township disciplined Ms. Thomas for "poor performance."

4.49 Battalion Chief Washington was not reprimanded nor disciplined for his unprofessional behavior in yelling and screaming at a staff member.

September 2015: WT and WFD Discipline Ms. Thomas

4.50 On or about September 4, 2015, WT and WFD wrote up Ms. Thomas and disciplined her verbally and in writing for the incident involving Battalion Chief Washington.

4.51 The warning was improper and in retaliation for Ms. Thomas' reports of sexual harassment.

4.52 The issue regarding uniforms was resolved and Ms. Thomas continued her employment with the threat of additional disciplinary action hanging over her head. At this point in time, however, the event did not justify any further action by WT or WFD against Ms. Thomas.

Ms. Thomas Reports Sexual Harassment a Second Time

4.53 Ms. Thomas again reported sexual harassment to human resources and the Chief of the Fire Department.

4.54 Specifically, on or about September 15, 2015, Ms. Thomas again reported sexual harassment and a hostile work environment by Mr. Richardson and Battalion Chief Washington to Susan Welbes, HR Director.

4.55 WT and WFD did not respond to Ms. Thomas' request for an investigation.

The Woodlands Conducts a Sham Investigation

4.56 Unbeknownst to Ms. Thomas, The Woodlands Township had no intention of handling the matter properly. They had no intention of addressing the harassment, or even investigating properly.

4.57 The Woodlands Township instead allegedly engaged an investigator who began questioning various unidentified individuals. Nothing is known about

this individual or whether an investigation was actually conducted. The investigator has not been identified by name. The dates of the investigation, how long it was, and who was interviewed are also a complete mystery.

4.58 The actual results or recommendations of the investigation are unknown because the information has never been provided. As far as is known, there was no investigation nor are there any notes nor any written report from any investigation. Had an investigation actually existed, WT and WFD would have provided the results to the Equal Employment Opportunity Commission during the course of its review of the charge filed by Ms. Thomas. Neither WT nor WFD provided such information or documentation to the EEOC.

4.59 Ms. Thomas was not interviewed or questioned in the course of the investigation. Ms. Thomas was not even aware of the investigation until she was informed in a disciplinary memo that an investigation had found her to be an "enthusiastic participant" in the sexual harassment. That statement was false.

4.60 The next event which occurred demonstrated that the Woodlands had no intention of properly investigating or dealing with the sexual harassment and the hostile work environment.

Woodlands Firefighters Continue Harassment

4.61 In late September of 2015, the Woodlands firefighters held a BBQ event.

4.62 Ms. Thomas attended the event with her husband.

4.63 During the event, Ms. Thomas and her husband did not expect any was confronted by various firefighters who made comments about her appearance.

4.64 Mr. Richardson, however, went further. Mr. Richardson came up to Ms. Thomas and grabbed her into a hug. When he did, Mr. Richardson then reached down and kissed Ms. Thomas on the top of her head. Ms. Thomas backed off immediately and made it clear that she was unhappy with the contact.

4.65 Again, this conduct was un-welcome and humiliating.

4.66 Ms. Thomas handled the event professionally and disengaged herself from Mr. Richardson and moved to a different part of the party.

4.67 This action was uninvited and constitutes sexual harassment.

4.68 Ms. Thomas did not make a separate report of this sexual harassment.

Battalion Chief Brags About His Size

4.69 Annually, around October, all firefighters in the WFD undergo physicals.

4.70 The physical includes an ultrasound and the firefighters are required to strip down to their underwear.

4.71 Previously, Battalion Chief Washington had worn a thong for this exam in order to embarrass and humiliate the female ultrasound tech.

4.72 Battalion Chief Washington had informed Ms. Thomas and others, including her supervisor, Alison Downy, of his joke the previous year.

4.73 In October of 2015, Battalion Chief Washington emerged from his physical.

4.74 Ms. Downy asked if he had worn a thong again or had done anything else.

4.75 Battalion Chief Washington said that he did not this year, but began to describe the process where gel is smeared on the male genitalia (scrotum) in order to conduct an ultrasound.

4.76 Battalion Chief Washington described how, during the course of the exam, his penis had flopped over onto the ultrasound tech's hand. The Battalion Chief made gestures indicating the size of his penis and laughed.

4.77 Ms. Thomas returned to her work, disgusted.

4.78 Ms. Thomas did not report this incident of sexual harassment separately.

Woodlands Fabricates Reasons for Termination and Papers the File

4.79 Despite good performance during the course of the next two months, the WT and WFD decided to discipline Ms. Thomas.

4.80 No real incident of poor performance justified the next action taken by WT and WFD.

4.81 On or about October 28 or 29, 2015, WT and WFD prepared a Corrective Interview Form for Ms. Thomas. This is a formal disciplinary document which appears in Ms. Thomas' file.

4.82 The form did not match up to any specific meeting with Ms. Thomas.

4.83 The form purported to be a communication of the results of the investigation and a continued form of discipline against Ms. Thomas.

4.84 No actual conduct in October is outlined in the document, nor is there any mention of Ms. Thomas' continued good performance.

4.85 Ms. Thomas was never shown the document, which was simply placed into her file.

4.86 Ms. Thomas did not sign the document and was not aware of the fact that she was being put into a form of progressive discipline where she would be subjected to termination.

4.87 Ms. Thomas continued her performance and was not aware that she was facing termination.

Woodlands Refused to Give Ms. Thomas a Scheduled Pay Raise

4.88 In January of 2016, WT and WFD evaluated salaries and employees and notified them of raises.

4.89 Initially, WT and WFD awarded Ms. Thomas a raise via letter dated January 1, 2016. In that letter, WT and WFD increased Ms. Thomas' salary by a modest amount, but also said "Thank you again for all that you do!"

4.90 Apparently prepared on the same date, WT and WFD informed Ms. Thomas via letter dated January 1, 2016, that she was on a disciplinary review and therefore would not be eligible for any salary increase.

4.91 Ms. Thomas had never been informed that she was on performance review or "corrective action."

Woodlands Terminated Ms. Thomas in Retaliation

4.92 No further incidents of alleged poor performance are documented or occurred. Instead, WT and WFD terminated Ms. Thomas on or about February 22, 2016.

4.93 No other written warnings were received from October 28 through the date of termination, February 22, 2016.

4.94 No actual business reason was given for Ms. Thomas' termination other than reference to conduct that had occurred months before the actual termination date.

4.95 Neither the WT nor WFD attempted any further counseling or otherwise communicated with Ms. Thomas regarding her performance. This

sequence of events creates a question as to the legitimacy of the reasons advanced for termination.

4.96 In order to fabricate reasons, the WT and WFD created (after termination) a performance evaluation that detailed Ms. Thomas' poor performance months before the termination date. The performance evaluation was never shown to Ms. Thomas and is further evidence of mendacity.

4.97 The termination would not have occurred but for Ms. Thomas' complaints and reports of sexual harassment.

4.98 Had Ms. Thomas known that she would have been subjected to these adverse employment actions and hostile work environment, she would not have reported the conduct.

Contentions: The Woodlands Township Endangers the Community

The WT and WFD Conduct Inadequate Training and Follow-up

4.99 Firefighters are only provided minimal, if any, training on sexual harassment, hostile work environment, and other civil rights issues. The training is possibly conducted on an annual basis, but is not comprehensive or effective.

4.98 WT and the WFD do not make a concerted effort to train its employees on discrimination, retaliation, and sexual harassment.

4.99 WT does not take any disciplinary action nor impose any penalties on individuals who do not complete and master the training available.

4.100 WT and WFD do not enforce or make serious efforts to make firefighters understand and comprehend the sexual harassment training.

4.101 The training received by firefighters is entirely inadequate to prevent or deter sexual harassment and at times can backfire and provide the firefighters with a "how-to" manual for sexual harassment without consequence.

The Woodlands Township Fails to Follow the Rules and the Law

4.102 The Woodlands Township must provide a workplace free of sexual harassment and retaliation.

4.103 The Woodlands Township must provide a safe workplace for its employees and the public.

4.104 The Woodlands Township has a responsibility to its community and to everyone living in the area covered by the Woodlands Fire Department to make certain that the firefighters and the staff members have a safe workplace free of sexual harassment and retaliation.

4.105 If the Woodlands Township fails to protect its female employees from harassment and retaliation, the community at large is not safe because it is possible that firefighters will be distracted from performing at their highest level to protect the citizens of the Woodlands.

4.106 Sexual harassment and retaliation also erodes the public trust in the Woodlands Fire Department and the entire government of the Woodlands.

4.107 The Woodlands must provide a fire department dedicated to the safety of all citizens and sexual harassment or discrimination degrades the ability of firefighters to do their job properly.

4.108 If the Woodlands Township does not provide a workplace free of sexual harassment and retaliation, its employees suffer damages and are not as effective at keeping the public safe.

4.109 If the Woodlands Township allows a workplace with sexual harassment and retaliation, it will endanger the entire community.

4.110 The safety of the entire community depends upon the work carried out by the firefighters of The Woodlands Township.

4.111 The Woodlands Township's failure to properly supervise and manage its employees allowed and created a hostile work environment based on sexual harassment and ultimately resulted in retaliation against Ms. Thomas and her termination.

4.112 The Woodlands Township failed to take prompt and remedial action to correct and fix the hostile environment. Therefore, The Woodlands made the situation worse and allowed the illegal conduct to continue and worsen.

4.113 The Woodlands' failure to properly investigate created danger for the community by fostering a workplace environment not based on truth.

4.114 The Woodlands' inability or refusal to investigate properly and its willingness to use false information to make decisions created a danger to the employees and the community at large because The Woodlands failed to apply scientific and rigorous methods to the discovery and resolution of problems in its own ranks.

4.115 If the Woodlands Firefighters are willing and able to sexually harass employees and create a hostile work environment, there is an ever-present danger that The Woodlands Firefighters may assault or otherwise sexually harass members of the public while conducting rescue operations. Rescue operations are more dangerous when internal conflicts over sexual harassment distract the minds of the firefighters.

Woodlands' System is Broken: Sexual Harassment Will Continue and Grow

4.116 The Woodland Township has provided its employees with a manner and method of reporting sexual harassment.

4.117 In this case, the system for reporting, investigating, evaluating, and processing sexual harassment claims is severely compromised and broken because it fails to apply proper investigative techniques and is biased towards supporting males accused of sexual harassment.

4.118 The system for reporting perpetuates continued sexual harassment because the harassers are aware that the system supports an environment where sexual harassment is not taken seriously or an environment where the victim is blamed for the occurrence of the events.

Conditions Precedent

4.119 All conditions precedent to the filing of this suit have been met.

5.

First Claim for Relief

Title VII, Civil Rights Act of 1964, as amended

Sexual Harassment and Hostile Work Environment

5.1 Ms. Thomas hereby incorporates all previous averments of fact in this, her First Claim for Relief, as if repeated herein verbatim.

5.2 Ms. Thomas was subjected to harassment by individuals who were in a supervisory position to her, based upon the chain of command present in the Woodlands Fire Department.

5.3 Ms. Thomas is a member of a protected group -- female.

5.4 Employees of WT and WFD subjected Ms. Thomas to unwanted and unwelcome sexual harassment in the workplace on numerous occasions and with various frequency and severity.

5.5 The harassment that WT and WFD subjected Ms. Thomas to was unwelcome, physically threatening, and humiliating.

5.6 The harassment that WT and WFD carried out was abusive, severe and pervasive. By its actions, the terms, conditions, and privileges of Ms. Thomas' employment were altered and a hostile work environment was created and perpetrated by employees of the WT and WFD.

5.7 The sexual harassment of Ms. Thomas altered tangible aspects of the terms and conditions of her employment. Ms. Thomas' acceptance of the harassment was an express and/or implied condition of employment which cause her to receive employment benefits. Ms. Thomas' rejection of the harassment ultimately and proximately caused her termination.

5.8 The sexual harassment began, in earnest, in March/April of 2015 and continued through Ms. Thomas' termination.

5.9 The sexual harassment was ongoing, persistent, and continuous.

5.10 Ms. Thomas suffered a tangible adverse employment action when she was terminated.

5.11 Ms. Thomas timely and appropriately reported the conduct that she considered sexually harassing, discriminatory, and which created a hostile work environment.

5.12 Ms. Thomas provided this information to give her employer a chance to take prompt and remedial action.

5.13 WT and WFD failed to take prompt and remedial action, instead choosing to conduct a sham investigation and make findings using improper and illegal methods of investigation.

5.14 As a direct and proximate result of the sexual harassment, Ms. Thomas suffered the loss of employment benefits and other emoluments of employment, lost wages, past and future, and other benefits, for which she now sues.

5.15 The actions of WT and WFD have affected Ms. Thomas emotionally and created mental anguish and emotional distress. Ms. Thomas has been damaged as a direct and proximate result of the actions of WT and WFD and sues for recovery of such compensatory damages.

5.16 Ms. Thomas has also been required to hire the services of an attorney and seeks recovery of a reasonable and necessary attorney's fee and associated taxable costs.

6.

Second Claim for Relief

Title VII: Civil Rights Act of 1964, as amended

Retaliation for Engaging in Protected Conduct

6.1 Ms. Thomas hereby incorporates all previous averments of fact in this, her Second Claim for Relief, as if repeated herein verbatim.

6.2 Ms. Thomas engaged in protected conduct as that term is understood.

6.3 Specifically, Ms. Thomas reported to her supervisor and appropriate departments within the WT and WFD incidences of sexual harassment and discrimination based on her sex.

6.4 The reports were made timely and provided sufficient detail for the WT and WFD to have a clear understanding of the nature of the report and complaints.

6.5 Ms. Thomas opposed discrimination and sexual harassment in the workplace and requested that her employer take prompt and remedial action.

6.6 WT and WFD wholly failed to take prompt and remedial action and instead blamed Ms. Thomas in an act of victim-shaming.

6.7 The reports of sexual harassment, discrimination, and hostile work place were within close temporal proximity of the adverse employment actions taken against Ms. Thomas which included and is not limited to placing her on some form of progressive discipline or corrective action without informing Ms. Thomas of such.

6.8 But for the actions of Ms. Thomas in reporting and opposing sexual harassment and discrimination in the workplace, WT and WFD would not have taken adverse employment actions against Ms. Thomas.

6.9 The reasons advanced for the actions taken by WT and WFD are inaccurate, false, and misleading.

6.10 The reasons advanced are tainted with mendacity and reveal an employer willing to manufacture events rather than address serious issues in the workplace.

6.11 The reasons advanced for the adverse employment actions are pretextual and are without merit.

6.12 As a result of the retaliatory actions, Ms. Thomas has suffered the loss of employment and other emoluments and benefits of employment, for which she now sues, including but not limited to back pay and other benefits.

6.13 Ms. Thomas has suffered humiliation, emotional distress, and mental anguish as a result of the actions of WT and WFD, for which she now sues.

6.14 Ms. Thomas has been required to secure the services of an attorney to prosecute these claims. Ms. Thomas seeks recovery of reasonable and necessary attorney's fees and costs.

7.

Third Claim for Relief

42 U.S.C. § 1983

Violation of the 14th Amendments' Equal Protection Clause

7.1 Ms. Thomas hereby incorporates all previous averments of fact in this, her Third Claim for Relief, as if repeated herein verbatim.

7.2 Ms. Thomas was sexually harassed and retaliated against by the actions of the employees of the WT and the WFD.

7.3 Defendants were final policy-makers for actions applicable to the WT and the WFD.

7.4 Defendants WT and WFD, through final policy making officials with remedial authority, knew or should have known of the harassment and discrimination, yet failed to take prompt, appropriate, and remedial action.

7.5 Acquiescence by the decision-makers, including individually named decision-makers, as well as other officials of the WT and the WFD, demonstrate a clear and persistent pattern of sexual harassment and established a custom and practice of allowing sexual harassment by their employees against other employees.

7.6 WT and WFD, and the individual defendant, violated the Equal Protection Clause which affords protection from sexual harassment and Ms. Thomas endured substantial emotional and financial damage, past and future, for which she is entitled to recover and for which she now sues. Ms. Thomas has

suffered and continues to suffer damage to her reputation as well as other various types of damages.

7.7 Ms. Thomas was required to hire a lawyer to prosecute these claims. Ms. Thomas seeks recovery of reasonable and necessary attorney's fees and costs.

Jury Trial Demanded

Ms. Thomas demands, in the exercise of her 7th Amendment rights, trial by jury on all issues of fact which may be decided by a jury.

PRAYER

Julie Thomas, plaintiff, respectfully prays that Defendants the Woodlands Township, the Woodlands Fire Department, and Don Norrell, individually and in his official capacity, be cited to appear and answer herein, and that upon a final trial by jury, judgment be entered for the Plaintiff against each of the Defendants for damages in an amount within the jurisdictional limits of the Court for each Defendant, injunctive relief including that WT and Mr. Norrell purge Ms. Thomas' personnel file of all negative documents that arose from the termination, require defendants to impose and undergo further training and modify their policies and procedures to adequately address reports and complaints of discrimination and

sexual harassment and such other and further relief to which the Plaintiff may show herself entitled in law or equity, including:

- a. Actual damages, lost wages and other matters;
- b. pre-judgment interest, as permitted by law;
- c. post-judgment interest, as permitted by law;
- d. compensatory damages, as permitted by law;
- e. injunctive relief;
- f. reasonable and necessary attorney's fees; and,
- g. costs.

Respectfully Submitted,

THE BUENKER LAW FIRM

/s/ Thomas H. Padgett, Jr.

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