

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO, DIVISION

ZACHRY I. PINCKNEY

Plaintiff,

v.

FEDERAL RESERVE BANK OF  
DALLAS,

Defendant.

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Cause No. 5:12-cv-324

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PLAINTIFF’S ORIGINAL COMPLAINT

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TO THE HONORABLE DISTRICT COURT JUDGE:

NOW COMES Plaintiff, Zachry I. Pinckney, and files this, his Original Complaint, and respectfully shows the following:

I  
PARTIES

1. Plaintiff Zachry Pinckney is an individual who resides in Bexar County, Texas.
2. Defendant Federal Reserve Bank of Dallas is one of twelve regional Federal Reserve Banks, governed by the Board of Governors of the Federal Reserve System. Federal Reserve Bank of Dallas may be served with citation by serving its President and CEO, Richard W. Fisher, Federal Reserve Bank of Dallas, 2200 North Pearl Street, Dallas, Texas 75201-2272.

II  
JURISDICTION AND VENUE

3. Jurisdiction is proper because Defendant conducts business in Texas and an assertion of jurisdiction would not offend traditional notions of fair play and substantial justice.

4. Venue is appropriate because the acts giving rise to this lawsuit occurred in Bexar County, Texas.

### III FACTS

#### A. MR. PINCKNEY BEGINS WORKING AS A LAW ENFORCEMENT OFFICER FOR THE FEDERAL RESERVE IN LATE 2010.

5. Mr. Pinckney first became employed by the Defendant in San Antonio on October 17, 2010.

6. Mr. Pinckney was employed as law enforcement officer.

7. Prior to beginning work with the Defendant, Mr. Pinckney had a distinguished career in state law enforcement.

8. Mr. Pinckney began his employment with the Federal Reserve by undergoing training.

#### B. MR. PINCKNEY PERMANENTLY INJURES HIS LEG, BECOMING DISABLED.

9. In mid-November, 2010, Mr. Pinckney injured his leg and knee during physical training. However, because Mr. Pinckney valued his job, he continued working despite the pain.

10. Mr. Pinckney physically damaged his meniscus, a ligament in his right leg.

11. The damage done to Mr. Pinckney's right knee is permanent in nature, and has resulted in a lifelong impairment.

12. This impairment affects Mr. Pinckney's major life activities, including walking, standing, lifting, running, and overall mobility.

C. MR. PINCKNEY REQUIRED TREATMENT TO ADDRESS A MASS RELATED TO HIS DISABILITY. MR. PINCKNEY REQUIRED ABOUT A WEEK OFF WORK FOR TREATMENT, AND THEN ABOUT A WEEK OF LIGHT DUTY.

13. Prior to December 30, 2010, Mr. Pinckney was able to perform his job.

14. Starting December 30, 2010 through January 8, 2011 Mr. Pinckney required a reasonable accommodation. Specifically, Mr. Pinckney required time off from work to treat the mass behind his knee.

15. From January 9, 2011 through January 15, 2011 Mr. Pinckney required a reasonable accommodation. Specifically, Mr. Pinckney required limited restrictions on walking, running, use of ladders, and related physical tasks.

D. MR. PINCKNEY NOTIFIED DEFENDANT OF HIS DISABILITY AND NEED FOR ACCOMMODATION. MR. PINCKNEY COMPLIED WITH DEFENDANT'S REQUESTS FOR INFORMATION.

16. Unfortunately, the pain intensified and spread from Mr. Pinckney's knee to his groin.

17. On December 30, 2010, Mr. Pinckney sought medical treatment.

18. Mr. Pinckney's doctors immediately recognized the injury as a serious medical condition.

19. Upon receiving a preliminary diagnosis of torn meniscus, Mr. Pinckney immediately notified his supervisor, Sergeant John Sanchez.

20. This was done by a cell phone call from Mr. Pinckney to Mr. Sanchez at approximately 9:00 p.m. on December 30, 2010.

21. Mr. Sanchez asked Mr. Pinckney to provide documentation.

22. Mr. Sanchez provided an email address to Mr. Pinckney over the phone.

23. Mr. Pinckney emailed the medical paperwork to this email address.

24. On January 1, 2011, Mr. Pinckney went to Santa Rosa Hospital for more medical testing.

25. After undergoing an ultrasound, the doctors found a large mass behind Mr. Pinckney's knee.

26. Mr. Pinckney was placed in a demobilizing brace and placed on strong medication.

27. This medication basically left Mr. Pinckney incapacitated.

28. Mr. Pinckney again contacted Sergeant Sanchez and informed him of these developments.

29. Mr. Sanchez asked Mr. Pinckney to forward any additional medical documentation.

30. On Monday, January 3, 2011, Mr. Pinckney underwent an MRI of his right knee.

31. On January 3, 2011, Mr. Pinckney emailed more medical documentation to Mr. Sanchez.

32. Mr. Pinckney was told that he could return to work on January 9, 2011.

33. Indeed, Dr. John A. Evans, M.D, P.A., provided Mr. Pinckney with a return to work authorization.

34. On January 5, 2011, Mr. Pinckney emailed the return to work authorization to Mr. Sanchez.

35. On January 5, 2011, Mr. Pinckney received a voice mail from Captain Lapinsky, Mr. Pinckney's second line supervisor.

36. Mr. Pinckney promptly returned Mr. Lapinsky's call, and left a message that his medication made him fall asleep and that is why he missed Mr. Lapinsky's call.

37. Mr. Pinckney told Mr. Lapinsky that he would return to work on January 9, 2011.

38. Mr. Pinckney asked Mr. Lapinsky to call Mr. Pinckney if Mr. Lapinsky had any questions or concerns.

E. WHEN MR. PINCKNEY RETURNED TO WORK ON JANUARY 9, 2011, HE WAS TOLD HE HAD BEEN FIRED.

39. On January 9, 2011, Mr. Pinckney returned to the Federal Reserve San Antonio Location ready to work.

40. When Mr. Pinckney arrived, his access card did not work.

41. Mr. Pinckney was met by Lieutenant Walker who asked if Mr. Pinckney had received a letter from the Federal Reserve.

42. When Mr. Pinckney responded no, Lieutenant Walker explained that Mr. Pinckney had been terminated.

43. Mr. Pinckney asked to talk to human resources. Lieutenant Walker had Mr. Pinckney wait in the lobby.

44. After waiting 30 to 45 minutes, Lieutenant Walker returned and stated that no one wanted to talk to him.

45. Lieutenant Walker then escorted Mr. Pinckney to his vehicle and took Mr. Pinckney's parking pass and access card.

F. DEFENDANT NEVER PROVIDED MR. PINCKNEY WITH REQUIRED COBRA INFORMATION AND ELECTION MATERIALS.

46. After Mr. Pinckney's termination he did not receive the proper COBRA notification in a timely manner.

47. In fact, Mr. Pinckney never was mailed any COBRA paper work, advising him of his rights.

48. If informed of his COBRA benefits, Mr. Pinckney would have elected to receive the benefits.

49. Mr. Pinckney had to pay out of pocket for significant medical expenses that would have been covered under COBRA.

50. All conditions precedent to the bringing of this lawsuit have been satisfied and fulfilled.

#### IV DISABILITY DISCRIMINATION: TERMINATION

51. Defendant violated the Americans with Disabilities Act or (alternatively the Rehabilitation Act), when it terminated Plaintiff because of his disability or its perception of his disability.

52. Plaintiff has a disability in his knee and/or was perceived by Defendant as disabled.

53. Plaintiff was qualified for the position of a law enforcement officer.

54. Plaintiff was discharged from his position as a law enforcement officer because of his disability.

55. Because of the actions of the Defendant, Plaintiff suffered damages within the jurisdictional limits of this Court.

V  
DISABILITY DISCRIMINATION: FAILURE TO ACCOMMODATE

56. Defendant violated the Americans with Disabilities Act or (alternatively the Rehabilitation Act), when it failed to accommodate Plaintiff.

57. Plaintiff has a disability in his knee.

58. Nine days of unpaid leave from work is a reasonable accommodation.

59. Five days of light duty restrictions request by Plaintiff's physician is a reasonable accommodation.

60. Because of the actions of the Defendant, Plaintiff suffered damages within the jurisdictional limits of this Court.

VI  
COBRA VIOLATION

61. Defendant (a covered entity) violated the ERISA provisions for continuation coverage under 29 USC § 1161, *et seq.*, by failing to properly provide adequate and timely notice to Plaintiff of his rights to continuing medical benefits.

62. Because of the actions of the Defendant, Plaintiff suffered damages within the jurisdictional limits of this Court.

VII  
JURY DEMAND

63. Plaintiff demands trial by jury and has tendered the appropriate fee.

VIII.  
DAMAGES

64. Plaintiff seeks all damages allowed including:

(a) Plaintiff seeks an injunction prohibiting Defendant from engaging in unlawful employment practices.

(b) Plaintiff seeks additional equitable relief as may be appropriate such as reinstatement, promotion, back pay, front pay, and court costs.

(c) Plaintiff seeks punitive damages to the extent Defendant acted with malice or reckless indifference.

(d) Plaintiff seeks compensatory damages for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses.

(e) Plaintiff seeks reasonable attorney's fees and costs including reasonable expert fees.

(f) Plaintiff seeks pre and post judgment interest at the maximum rate allowed by law.

(g) Plaintiff seeks payment of all medical expenses incurred that would have been covered under the Health Plan Plaintiff participated in.

(h) Plaintiff seeks penalties under 29 USC § 1132.

WHEREFORE, premises considered, Plaintiff respectfully prays that Defendant be cited to appear and, that upon a trial on the merits, that all relief requested be awarded to Plaintiff, and for such other and further relief to which Plaintiff is justly entitled.



Respectfully submitted,

By: /s/ Gregory A. Placzek

Robert J. Wiley

Texas Bar No. 24013750

*Board Certified Specialist, Texas Board of Legal  
Specialization, Labor and Employment Law*

Gregory A. Placzek

Texas Bar No. 24070424

LAW OFFICE OF ROB WILEY, P.C.

1100 NW Loop 410, Suite 700

San Antonio, Texas 78213

Telephone: (210) 319-4414

Facsimile: (210) 881-6755

gplaczek@robwiley.com

ATTORNEYS FOR PLAINTIFF