

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

ALLISON BAINBRIDGE,

Plaintiff,

CASE NO.:

vs.

CITY OF DELAND,

Defendant.

_____ /

VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Allison Bainbridge (hereafter “Bainbridge”), by and through her counsel, hereby files this Verified Complaint and Demand for Jury Trial against Defendant, City of DeLand (hereafter “the City”), and alleges as follows:

NATURE OF ACTION

1. This action addresses claims for violations by the City of Bainbridge’s civil rights under Florida’s Public Sector Whistleblower’s Act, §§ 112.3187-112.31895, Fla. Stat. (2018) (the “FWA”).

JURISDICTION AND VENUE

2. Plaintiff is seeking recovery of damages in excess of \$15,000.00. This court possesses jurisdiction over this claim.

3. The acts and omissions that give rise to this action occurred in Volusia County, Florida. Venue is proper in this Court.

PARTIES

4. At all times material hereto, Bainbridge was a resident of Volusia County, Florida.

5. Plaintiff was an “employee” of Defendant as defined by Section 112.3187(3)(b) of the FWA.

6. At all times material hereto, the City is a local or municipal governmental agency located in Volusia County, Florida, and, thus, is an “agency” as defined by Section 112.3187(3)(a) of the FWA.

PROCEDURAL REQUIREMENTS

7. Pursuant to Section 112.3187(6), information disclosed pursuant to the FWA concerning local governmental entities, including any regional, county or municipal entities, must be disclosed to a chief executive officer of such entity or other appropriate local official, which includes the City.

8. As defined in Section 112.3187(7), employees and persons who disclose information on their own initiative in a written and signed complaint to their supervisory officials are protected pursuant to the FWA.

9. Bainbridge made a verbal complaint to her supervisor, Sergeant Matthew Whittier, on June 24, 2018, and reasserted her complaint in her written and signed documents to her supervisors, Lieutenant Nicolas Mathis, on July 8, 2018, to Chief J. Umberger on July 18, 2018, and to the City on July 27, 2018. Bainbridge has therefore satisfied the requirement pursuant to Section 112.3187(7) by submitting written and signed complaints to her supervisory officials and to the City.

10. This action is brought within 180 days of the City’s issuance of its final determination regarding Bainbridge’s complaint on August 31, 2018.

11. Plaintiff has satisfied all of the administrative procedures that were conditions precedent to filing her claims pursuant to state law.

FACTUAL ALLEGATIONS

12. Bainbridge was hired by the City of DeLand on February 5, 2018, where she worked as a police officer with the DeLand Police Department (hereafter “DPD”).

13. On June 24, 2018, Cpl. Ramkissoon, Officer Benjamin Wise and Bainbridge responded to a call originating from a 7/11 store located at 319 N. Woodland Blvd., DeLand, Florida 32720.

14. While on the scene, Cpl. Ramkissoon verbally assaulted a homeless citizen who was simply sitting on a bench at a bus stop outside of the store.

15. Cpl. Ramkissoon approached the citizen, pointed his finger in the citizen’s face and threatened to “beat his ass.”

16. Cpl. Ramkissoon’s verbal assault was unwarranted and unprovoked.

17. The incident was captured on Bainbridge’s body camera.

18. Cpl. Ramkissoon failed to activate his body camera during the incident.

19. Bainbridge immediately contacted her sergeant, Matthew Whittier, and complained about Cpl. Ramkissoon’s assault that she had witnessed earlier that day.

20. On June 25, 2018, Sgt. Whittier prepared a memorandum regarding Bainbridge’s complaint and forwarded it to Lieutenant Nicolas Mathis, identifying Officer Bainbridge as the complainant therein.

21. It was later decided by Deputy Chief Gary Batten that Bainbridge’s complaint would only be investigated as a supervisory inquiry instead of an internal affairs investigation.

22. A week later, on July 2, 2018, Cpl. Ramkissoon submitted a completely frivolous and retaliatory memorandum to Lt. Mathis attacking Bainbridge’s work ethic and performance after learning she had filed a formal complaint against him.

23. Bainbridge was not provided with a copy of Cpl. Ramkissoon's memorandum by any employee of the DPD nor were any of the "issues" raised in his memorandum addressed with her.

24. The first time Bainbridge learned that Cpl. Ramkissoon had filed a complaint against her was when a newscaster handed her a copy of it on July 20, 2018.

25. Additionally, Bainbridge learned that the July 2nd memorandum was placed in her personnel file without her prior knowledge, which is in violation of the DPD's policy.

26. Bainbridge was never afforded an opportunity to rebut any of the allegations contained in Cpl. Ramkissoon's memorandum, yet the DPD used it against her to justify the termination of her employment.

27. Interestingly, the July 2nd memorandum references an incident that allegedly took place on July 4th, two days after the memo was supposedly submitted.

28. On July 8, 2018, Bainbridge received a memorandum from Lt. Mathis notifying her that she was a witness in a supervisor inquiry. The memorandum references that she is the complainant in the investigation. Bainbridge signed and dated the memorandum on July 8, 2018, and returned it to Lt. Mathis that same day.

29. On July 17, 2018, Bainbridge was summoned into Lt. Mathis' office during her shift regarding the investigation into her complaint against Cpl. Ramkissoon.

30. Lt. Mathis provided Bainbridge with a date and time when her formal interview would be conducted.

31. Prior to leaving his office, Lt. Mathis handed Bainbridge a write up that he authored dated July 11, 2018, related to an incident which occurred in April 2018.

32. Though the write up was listed as a “letter of counseling”, DPD’s policy indicates it is not disciplinary.

33. The “incident” that Lt. Mathis referred to in April was due to a complaint filed against Bainbridge’s then-training officer as she was still in training as of that time and had been with the department for only approximately 15 shifts.

34. On July 17, 2018, Bainbridge signed Lt. Mathis’ July 11th “letter of counseling” containing her handwritten notes addressing the allegations made against her regarding the April 2018 incident, and returned it to Lt. Mathis.

35. On July 18, 2018, Bainbridge submitted a written and signed memorandum to Chief J. Umberger, via the chain of command, rebutting all of the allegations that were brought up in Lt. Mathis’ July 11th “letter of counseling”.

36. In her July 18th memorandum, Bainbridge reasserts her previously filed written and signed complaint against Cpl. Ramkissoon related to the incident on June 24, 2018. Bainbridge’s memorandum states, “Also coincidentally, I was provided the letter of counseling by Lieutenant N. Mathis on the very date and time (July 17, 2018) that I was provided with a date and time of the impending interview in which I was the complainant against another officer. Whether real or perceived, it appears this letter of counseling months after an incident where no complaint was filed against me has a direct correlation with my filing of a complaint against another perceivably-liked member of the department.”

37. Bainbridge informed Deputy Chief Batten that she submitted the written rebuttal in a telephone conversation on July 18, 2018.

38. Bainbridge’s employment was terminated by Deputy Chief Batten on July 19, 2018.

39. Cpl. Ramkissoon was not interviewed by the DPD in relation to the investigation into the complaint that Bainbridge had filed against him until July 31, 2018, after Bainbridge's employment had been terminated.

40. On July 27, 2018, Bainbridge filed a written and signed grievance against the City of DeLand through the DeLand Police Officers Association, a local division of the International Union of Police Associations, AFL-CIO, asserting that the City had violated Article 4.1 of the collective bargaining agreement by discriminating and retaliating against her due to her whistleblower activity and terminating her employment as a direct result of her whistleblower activity.

41. On August 31, 2018, the City issued its final determination on the grievance filed by Bainbridge.

42. In August 2018, upon the conclusion of the City's investigation into Bainbridge's complaints against Cpl. Ramkissoon, Cpl. Ramkissoon was remanded to the position of police officer and was given a minimal suspension, yet he still remains currently employed by the DPD.

43. On August 7, 2018, Chief Umberger posted a comment on the DPD's Facebook page regarding the outcome of the investigation regarding the incident involving Cpl. Ramkissoon on June 24, 2018. In replying to a comment made by a member of the public regarding the termination of Bainbridge's employment, the DPD commented, "we have previously stated that Ms. Bainbridge's dismissal is unrelated to this case. Her performance did not meet our standards and thus she was terminated from her position as a probationary officer."

44. During the course of her employment, all of Bainbridge's daily observation reports during training and her monthly evaluations after being released from training were

excellent, which is contrary to DPD's stated reason that Bainbridge's employment was terminated because her performance did not meet the DPD's standards.

45. Lt. Mathis' "letter of counseling" was used against Bainbridge as an alleged basis for her termination, even though it was a non-disciplinary action pursuant to DPD policy and was based on a complaint against another officer.

46. The City of DeLand disclosed Bainbridge's home address to members of the press in response to a public records request, in direct violation of Florida law, furthering the retaliatory action taken against her, potentially jeopardizing the safety of Officer Bainbridge and her family.

COUNT I
FLORIDA PUBLIC SECTOR WHISTLEBLOWER ACT

47. Bainbridge hereby repeats and realleges the allegations contained in paragraphs 1 through 46 as if fully set forth herein.

48. Plaintiff engaged in protective activity by disclosing information in her verbal complaint to the City on June 24, 2018, which she reaffirmed in written and signed documentation on July 8, 2018, July 18, 2018, and July 27, 2018, regarding violations or suspected violations of state and local law, rule, or regulation committed by an employee of the City which created and presented a substantial and specific danger to the public's health, safety, and welfare, and also disclosed acts or suspected acts of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, and gross neglect of duty committed by an employee of the City.

49. Plaintiff suffered retaliatory actions because of information disclosed by her to the City on June 24, 2018, July 8, 2018, July 18, 2018 and July 27, 2018.

50. As a direct and proximate result of her protected activity, the City subjected Plaintiff to retaliatory personnel action by placing complaints made against her by a supervisor in her personnel file without her prior knowledge and using them as a purported basis for her termination, not affording her the opportunity to submit a rebuttal before subjecting her to disciplinary action, terminating her employment while there was a pending open investigation into her complaints against a supervisor, and by disclosing her home address to members of the press in response to a public records request.

51. As a direct and proximate result of the City's actions, Plaintiff has suffered a loss of employment and related economic and emotional injuries.

52. The actions of the City make reinstatement ineffective as a make-whole remedy, entitling Plaintiff to front pay in lieu of reinstatement.

WHEREFORE, Plaintiff demands judgment against the City for:

- a. Compensation for lost wages, benefits, and other remuneration;
- b. Front pay in lieu of reinstatement;
- c. Injunctive relief;
- d. Attorney's fees and costs pursuant to §§ 112.3187-112.31895, Fla. Stat. (2018); and
- e. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Bainbridge hereby respectfully demands trial by jury on all issues and counts triable of right before a jury.

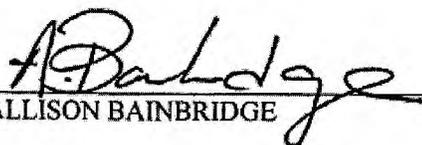
Dated: February 21, 2019

s/ Kimberly D. Webb
Jill S. Schwartz, Esquire

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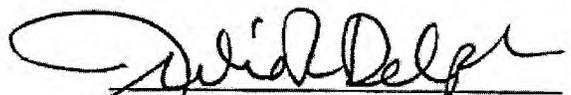
VERIFICATION

Personally appeared before the undersigned, ALLISON BAINBRIDGE, who being first duly sworn, deposes and says that the allegations of this Verified Complaint and Demand for Jury Trial, are true and correct to the best of her knowledge, information and belief.


ALLISON BAINBRIDGE

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 12th day of February, 2019, by ALLISON BAINBRIDGE, [] who is personally known to me or [] who has produced _____ as identification, and who did take an oath.


Notary Public – State of Florida at Large
My Commission Expires: 1/15/22

