

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT
Ocala Division

2005 DEC 21 PM 3:27

CLERK, UNITED STATES DISTRICT COURT
OCALA, FLORIDA

MARK E. GRILE,

Plaintiff,

v.

Case No.: 5:05-cv-509-GRJ

SUMTER ELECTRIC COOPERATIVE,
INC., a Florida corporation,

Defendant.

_____ /

VERIFIED COMPLAINT FOR DAMAGES

The plaintiff, MARK E. GRILE, sues the defendant, SUMTER ELECTRIC COOPERATIVE, INC., and alleges:

1. This is an action brought for violation of the Americans with Disabilities Act of 1990 (42 §§1210, et seq.) as amended; and the Family and Medical Leave Act of 1993 (FMLA) 29 USCA §6381 et seq.; and also for breach of contract.

BACKGROUND

2. All activities complained of occurred in Sumter County, Florida.

3. Plaintiff, MARK E. GRILE, (hereinafter referred to as "GRILE") is an individual who at all times pertinent suffered from and has a record of disabilities known as Attention Deficit/Hyperactivity Disorder (ADHD) and depressive disorder.

4. Defendant, SUMTER ELECTRIC COOPERATIVE, INC. (hereinafter referred to as "SECO"), is a Florida corporation which operates as a cooperative utility company for the sale of electricity to its member customers.

5. Plaintiff GRILE is an electrical engineer who was hired by SECO in March of 2004 in the position of Lead Service Planner.

6. Plaintiff was fired from his position at SECO on or about 19 August 2005.

7. SECO employs more than 50 employees for each working day of each of 20 or more calendar work weeks in the current and preceding year, and is engaged in activities affecting commerce.

8. This action is brought pursuant to 29 USCA §§2617 and 2615; 29 USCA §§501-504; and 42 USCA §§1217 and 2000.

9. Plaintiff filed a Charge of Discrimination against SECO with the United States Equal Employment Opportunity Commission (EEOC) on or about 19 September 2005. (Attached hereto as Exhibit "A".) A Notice of Rights allowing the Plaintiff to file this suit was mailed by the EEOC to the Plaintiff on 29 September 2005. (Attached hereto as Exhibit "B".)

10. The Plaintiff has exhausted all administrative remedies required by law to bring this action.

11. This court has original jurisdiction to hear this case concerning federal employment statutes and involving parties within its jurisdictional district and joint jurisdiction with the state courts of Florida to hear the Count as to Breach of Contract.

FACTS COMMON TO ALL COUNTS

12. Plaintiff, GRILE, suffers from and has a medical record of, attention deficit hyperactivity disorder (ADHD), depression and anxiety disorder.

13. Plaintiff's medical condition substantially affects most of his major life activities. He was, however, capable of performing all of his duties and Lead Service

Planner for SECO with medical intervention and with a few reasonable accommodations to his disabilities (See report of Dr. Hector Deleon, MD, attached as Exhibit "C".)

14. When first employed, Plaintiff's duties involved about 20% of his time and effort in supervising two employees and managing his department and about 80% in performing engineering duties. At the time he was fired by the Defendant, GRILE's duties had been altered by Defendant, to require him to supervise and manage a department with eleven employees under his supervision. This altered his effort and time to represent about 80% in management activities and 20% in engineering.

15. Plaintiff's management duties were much more difficult for him to perform well, than were his engineering duties because of the ADHD, depression and anxiety disorders, and the stress inherent in management activities.

16. GRILE's first performance evaluation by SECO was in November of 2004. He was rated average or better in all categories.

17. GRILE discussed his performance with his direct supervisor, John Huber, on or about 15 December 2004. GRILE told Huber that he was under doctor's care for ADHD, depression and anxiety which were exacerbated by the stress brought on by being required to manage his people and department in a large, open space, separated only by five foot tall cubicle partitions.

18. GRILE told Huber that he could better handle the stress of his duties if he were allowed to occupy one of the several vacant small offices with doors on the floor.

19. Despite the reasonableness of this accommodation, Huber literally laughed at GRILE and denied the request.

20. Thereafter, Huber's demeanor towards GRILE deteriorated. He became uncommunicative towards GRILE, treated GRILE in an unfriendly and combative manner, ignored GRILE's attempts to communicate; and was heard to use derogatory terms towards GRILE relating to his mental condition.

21. The deteriorating relationship with his boss resulted in significant additional stress to GRILE. His medical condition worsened; despite increased medications and continuing medical care.

22. On or about 16 May 2005, GRILE while at home, e-mailed Huber, that under orders from his doctor, he needed to be on medical leave the following week. GRILE also copied SECO Human Resources officer, Audrey Whitley. (See attached Exhibit "D" attached.) Although GRILE requested a reply and offered to provide Huber with any further medical information needed, Huber did not reply. GRILE was on continued treatment by his doctor while he was on leave.

23. Instead of replying to GRILE's e-mail, on the same day he received GRILE's notice that GRILE's doctor had ordered him off work for a week, Huber instituted a performance evaluation of GRILE. This performance evaluation, according to SECO policy, should have been done 2 months earlier.

24. GRILE's performance evaluation was provided to him when he returned to work a week later. The overall rating was "meets most minimums", which was a less than average rating for GRILE. The written evaluation criticized GRILE by eleven references to his lack of "focus". Difficulty in focusing in multi-tasking and stressful situations is one of the attributes of GRILE's ADHD.

25. In addition to the request for an enclosed office, GRILE applied three times for open positions at SECO. Each of these applications was for a position which GRILE believed to involve less stress than the position he was in, so as to better accommodate his disability. Each of these requests for transfer were denied, although GRILE was the most qualified applicant, and for one position (Substation Switch Technician First Class) GRILE was the only qualified candidate from SECO.

26. On 19 August 2005, GRILE was fired by SECO, allegedly because he was "not working out".

27. After being terminated, GRILE was unemployed for a period and left without medical insurance to pay for his medical treatment. GRILE attempted to mitigate his losses by applying for other technical and engineering jobs. He was eventually hired by another employer, but at a loss in wages and benefits, future wages and benefits potential.

COUNT I

Americans with Disabilities Act - Disability

28. GRILE was a disabled person under the ADA who sought reasonable accommodation to better perform his job.

29. The actions of the Defendant, SECO, in refusing to reasonably accommodate the Plaintiff by assigning him an available closed office was an intentional violation of the ADA by SECO.

30. SECO's refusal to allow GRILE to transfer to less stressful open positions for which he was qualified or the most qualified applicant were denials of reasonable accommodation to GRILE made intentionally in violation of the ADA by SECO.

31. SECO's performance evaluation of GRILE at less than average done on the day that GRILE informed SECO of his doctor's order to be off work for a week and SECO's firing of GRILE without sufficient cause were intentional and retaliatory against GRILE for having sought his rights under the ADA.

32. Before he was fired, GRILE met with Huber and Huber's supervisor, Ben Brickhouse, about his disability. Brickhouse promised to allow GRILE to transfer to any open position for which he was qualified. Ten days before he was fired, GRILE, applied for the Substation Switch Technician job. Rather than being transferred, he was fired.

33. As a result of SECO's violation of the ADA, GRILE suffered past and future loss of wages, benefits, and standing the in professional community. He also suffered emotional and mental pain, deterioration of his medical condition and these conditions will continue into the future.

34. As a result of SECO's willful, illegal actions, GRILE was required to retain legal counsel and has agreed to pay his attorneys reasonable fees and costs of bringing this action.

WHEREFORE, Plaintiff, MARK E. GRILE demands judgment for compensatory damages, costs, attorneys fees and such other relief as the court may direct.

COUNT II

American Disabilities Act - Regarded as Disabled

35. SECO regarded GRILE as being disabled after he revealed to his supervisor, John Huber, that he suffered from ADHD and depressive disorder.

36. The actions of the Defendant, SECO, in refusing to reasonably accommodate the Plaintiff by assigning him an available closed office was an intentional violation of the ADA by SECO.

37. SECO's refusal to allow GRILE to transfer to less stressful open positions for which he was qualified or the most qualified applicant were denials of reasonable accommodation to GRILE made intentionally in violation of the ADA by SECO.

38. SECO's performance evaluation of GRILE at less than average done on the day that GRILE informed SECO of his doctor's order to be off work for a week and SECO's firing of GRILE without sufficient cause were intentional and retaliatory against GRILE for having sought his rights under the ADA.

39. Before he was fired, GRILE met with Huber and Huber's supervisor, Ben Brickhouse, about his performance and his medical condition. Brickhouse promised to allow GRILE to transfer to any open position for which he was qualified. Ten days before he was fired, GRILE, applied for the Substation Switch Technician job. Rather than being transferred, he was fired.

40. Because SECO regarded the Plaintiff as being disabled, it assumed that he was unable to perform either his current job, or any of the available jobs for which he applied and for which he was qualified.

41. As a result of SECO's violation of the ADA, GRILE suffered loss of wages and benefits, standing the in professional community, emotional and mental pain and suffering, deterioration of his medical condition and these conditions will continue into the future.

42. As a result of SECO's willful, illegal actions, GRILE was required to retain legal counsel and has agreed to pay his attorneys reasonable fees and costs of bringing this action.

WHEREFORE, Plaintiff, MARK E. GRILE demands judgment for damages, costs, attorneys fees and such other relief as the court may direct.

COUNT III

Violations of the Family Medical Leave Act

43. MARK E. GRILE notified SECO of his doctor's order to take medical leave to treat his serious medical condition, and requested a reply from his supervisor, John Huber.

44. Rather than to respond to GRILE, Huber retaliated against GRILE and instituted an unfavorable performance evaluation which he presented to GRILE the day he returned from FMLA leave.

45. The unfavorable performance evaluation was vague and non-specific as to performance needing improvement and did not set out actions needing to be corrected. GRILE met with Huber and Huber's boss, Ben Brickhouse, and discussed GRILE's performance and his need for an accommodation. Shortly thereafter, GRILE was fired.

46. SECO violated the Family Medical Leave Act by taking adverse employment action against GRILE including, but not limited to instituting an unfavorable and unfair performance evaluation, failing to transfer him and finally firing him.

47. SECO's actions have a nexus with, and were in fact in retaliation for, GRILE having taken FMLA leave, and staying under his doctor's continuing treatment.

48. As a result of SECO's violations of GRILE's rights under the FMLA, he suffered a loss of wages and benefits, and these losses will extend into the future.

49. As a result of SECO's willful, illegal actions, GRILE was required to retain legal counsel and has agreed to pay his attorneys reasonable fees and costs of bringing this action.

WHEREFORE, Plaintiff, MARK E. GRILE demands judgment for damages, costs, attorneys fees and such other relief as the court may direct.

COUNT IV

Breach of Contract

50. As part of the consideration to induce the Plaintiff to leave his former employment and work for the defendant, SECO orally promised to pay GRILE "up to \$10,000" towards any real estate commission to be paid to sell his house in Georgia and move to Sumter County. This oral promise was confirmed in writing by SECO on 5 April 2005. (Exhibit "E" attached.)

51. GRILE moved in reliance of SECO's promise, sold his Georgia house on 31 August 2005, and paid \$18,024.35 in real estate commissions.

52. Plaintiff has met all requirements for payment, but despite SECO's oral and written agreement with GRILE, SECO has refused to pay GRILE the \$10,000 it owes him.

WHEREFORE, Plaintiff demands judgment for damages in the amount of \$10,000 plus such other relief as the court may determine.

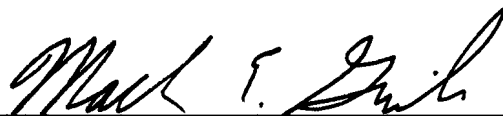
JURY TRIAL

53. Plaintiff demands jury trial of all issues so triable.

VERIFICATION

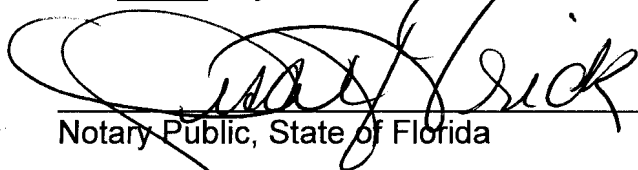
The undersigned Plaintiff, MARK E. GRILE, hereby verifies that the facts set out in the above complaint and true and correct to the best of his knowledge and belief.

Dated this 21st day of December 2005.



Mark E. Grile

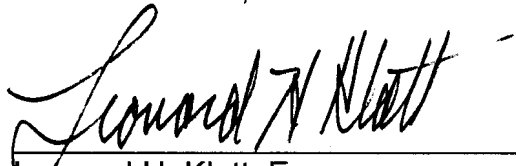
Sworn to and subscribed before me,
this 21 day of December 2005.



Notary Public, State of Florida



KLATT & SIVIC, P.A.



Leonard H. Klatt, Esq.
Florida Bar No.: 134063
7753 SW State Road 200
Ocala, FL 34476
(352) 237-3304
(352) 237-4068 Facsimile
Attorneys for Plaintiff

KLATT & SIVIC, P.A.

ATTORNEYS AT LAW

7753 SW State Road 200
Ocala, Florida 34476
(352) 237-3304

Inverness
(352) 726-4000

Leonard H. Klatt
Sybil Y. Sivic

September 15, 2005

Certified Mail - Return Receipt Requested

US Equal Employment
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

Re: Mark Grile

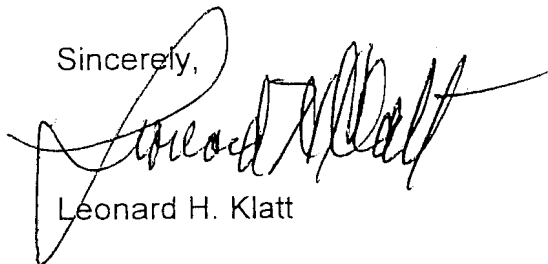
Dear Sir/Madam:

We have been retained by Mr. Mark Grile to represent his interests in a claim of discrimination. Please open an investigation of this matter at your earliest opportunity and keep me apprized of any and all developments in your investigation. I have enclosed a completed Charge of Discrimination, Affidavit and letter from Dr. Hector DeLeon, my client's treating psychiatrist.

If your investigation cannot be completed within the statutory period, please issue a Right to Sue letter as soon thereafter as possible so we can proceed in civil court.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,



Leonard H. Klatt

LHK:ift
Enclosures

cc: Mr. Mark Grile

Exhibit "A"

CHARGE OF DISCRIMINATION

FEPA
 EEOC

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing the form

Florida Commission on Human Relations and EEOC
State or local Agency, if any

NAME (Indicate Mr., Mrs., Mrs.) Mark Grile

HOME TELEPHONE (Include Area Code)
(352) 324-3242

STREET ADDRESS CITY, STATE AND ZIP CODE
44 Palm Drive Yalaha, FL 34797

DATE OF BIRTH
11/21/62

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME. (If more than one list below.)

NAME NUMBER OF EMPLOYEES, MEMBERS TELEPHONE (Include Area Code)
Sumter Electric Cooperative, Inc. (SECO) Hundreds (352)

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY
330 S. US Highway 301 Sumterville, FL 33585-0301 Sumter

NAME NUMBER OF EMPLOYEES, MEMBERS TELEPHONE (Include Area Code)

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

- RACE
- COLOR
- SEX
- RELIGION
- AGE
- RETALIATION
- NATIONAL ORIGIN
- DISABILITY
- OTHER (Specify) FMLA

DATE DISCRIMINATION TOOK PLACE
EARLIEST (ADEA/EPA) LATEST(ALL)

On or about 15 Dec 2004 19 Aug 2005
 CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

Claimant suffers from the disability of Attention Deficit Disorder (ADD) and depression. Claimant was appointed to a high stress job of Lead Service Planner in March 2004, although he did not apply for it. His first performance evaluation on 11/18/04 was above average or better in all categories. Claimant was, however, suffering from ADD and depression and on or about 15 December 2004 told his direct supervisor, John Huber, about it and that he was treating for it. He requested an accommodation of occupying one of the vacant offices so as to have less distractions than in the large, open room he occupied with many others. Huber laughed and denied the request. Claimant's condition worsened and on 16 May 2005 at 7:37 a.m., he e-mailed John Humber that under doctor's orders, he would be off the following week. Although claimant requested a reply to afford any information needed by Huber, Huber did not reply. Instead, Huber on that same date, 16 May 2005, instituted a performance evaluation (which should have been done 2 months earlier). The performance evaluation was completed while Claimant was on FMLA leave, and provided to Claimant when he returned. The rating was "meets most expectations", which was less than average rating.

(Continued on next page.)

I want this charge filed with both the EEOC and the State or local Agency.

if any, I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.



NOTARY - (When necessary for State and Local Requirements)

Mark Grile

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE OF COMPLAINANT

Mark Grile
SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

9/13/2005
Date

Mark Grile
Charging Party (Signature)

THE PARTICULARS (continued)

During Claimant's employment at SECO, he applied three times for open positions at SECO which were less stressful and which would better accommodate his disability. Each of his requests for transfer were denied, although he was the best qualified applicant, and for one blue-collar job, the only qualified applicant.

On 19 August 2005, Claimant was terminated from employment at SECO and told it was because he was "not working out". He was offered a severance package if he would agree to waive all claims against SECO. He will not accept the severance offer.

Claimant has been clinically diagnosed with Attention Deficit Disorder (ADD) and Depression. The condition affects most activities of daily living especially those which involve planning and coordination. His medication allowed him to function sufficiently to perform well at work for most work days. Had he been accommodated as requested, he could have performed well at work and improved his condition at home as well.

AFFIDAVIT

I, Mark Grile, hereby say:
(Name)

I have been given assurances by an Agent of the U.S. Equal Employment Opportunity Commission that this Affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the Government to produce the affidavit in a formal proceeding. Upon the closing of this case, the Affidavit may be subject to disclosure in accordance with Agency policy.

I am 42 years of age, my gender is male; my race is Caucasian;

my social security number is 306-74-8345; and my date of birth is 11/21/62.

My mailing address is: 44 Palm Drive
(Number/Street)
Yalaha Florida 34797 Lake
(City) (State) (Zip Code) (County)

My telephone number is (including area code): (352) 324-3242.

My complaint is against: Sumter Electric Cooperative, Inc. (SECO)
(Company Name)
which is located at: 330 S. US Highway 301
(Number/Street in Florida)

Sumterville Florida 33585-0301 Sumter
(City) (State) (Zip Code) (County)

Human Resources Director is: _____
(Last Name, First Name)

Headquarters/Corporate office is located at: 330 S. US Highway 301
(Number/Street)
Sumterville Florida Sumter 33585-0301
(City) (State) (County) (Zip Code)

Telephone Number (including area code): (352) _____

My job classification (circle one) is/was/applying for: Lead Service Planner
(Job Title)

My immediate supervisor is/was: John Huber
(Name/Job Title)

DO NOT WRITE ON BOTH SIDES OF PAGES WHEN RESPONDING BUT ADD MORE SHEETS IF NECESSARY. PLEASE BE SURE YOU SIGN AND HAVE NOTARIZED THE LAST PAGE (ATTACHED).

Please provide the following information (a-c)

- a. An exact diary of events leading to the problem. Be very specific as to dates, times and persons involved.

Claimant suffers from the disability of Attention Deficit Disorder (ADD) and depression. Claimant was appointed to a high stress job of Lead Service Planner in March 2004, although he did not apply for it. His first performance evaluation on 11/18/04 was above average or better in all categories. Claimant was, however, suffering from ADD and depression and on or about 15 December 2004 told his direct supervisor, John Huber, about it and that he was treating for it. He requested an accommodation of occupying one of the vacant offices so as to have less distractions than in the large, open room he occupied with many others. Huber laughed and denied the request. Claimant's condition worsened and on 16 May 2005 at 7:37 a.m., he e-mailed John Humber that under doctor's orders, he would be off the following week. Although claimant requested a reply to afford any information needed by Huber, Huber did not reply. Instead, Huber on that same date, 16 May 2005, instituted a performance evaluation (which should have been done 2 months earlier). The performance evaluation was completed while Claimant was on FMLA leave, and provided to Claimant when he returned. The rating was "meets most expectations", which was less than average rating.

During Claimant's employment at SECO, he applied three times for open positions at SECO which were less stressful and which would better accommodate his disability. Each of his requests for transfer were denied, although he was the best qualified applicant, and for one blue-collar job, the only qualified applicant.

On 19 August 2005, Claimant was terminated from employment at SECO and told it was because he was "not working out". He was offered a severance package if he would agree to waive all claims against SECO. He will not accept the severance offer.

Claimant has been clinically diagnosed with Attention Deficit Disorder (ADD) and Depression. The condition affects most activities of daily living especially those which involve planning and coordination. His medication allowed him to function sufficiently to perform well at work for most work days. Had he been accommodated as requested, he could have performed well at work and improved his condition at home as well.

For "a.", use additional sheets if necessary titled "Diary Continued"

b. List all persons having direct knowledge of the problems leading to or involved in your complaint.

Name	Address	Phone Number	Information they can provide
John Huber	SECO 330 S. US Hwy 301 Sumterville, FL 33585	(352) 793-3801 ext. 1117	Claimant's direct supervisor - knew all aspects.
Audrey Whitley	SECO 330 S. US Hwy 301 Sumterville, FL 33585	(352) 793-3801	"Privacy Officer" at SECO - counseled claimant
Dr. Hector DeLeon	1799 Salk Ave. Tavares, FL 32778	(352) 742-8300	Physician diagnosing and treating claimant's ADD condition.
Ben Brickhouse	SECO 330 S. US Hwy 301 Sumterville, FL 33585	(352) 793-3801	Claimant's supervisor's supervisor - approved claimant's termination.

c. Are you filing based on a disability/handicap? No Yes - Please attach a statement from your doctor.

State of Florida:

County of Marion:

Mark Gish
 (Signature of Complainant)

Sworn to and subscribed before me this

13 day of Sept, 2005

Lisa F. Trick
 (Signature of Notary Public)

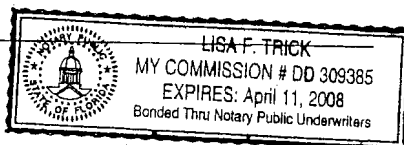
Personally Known

Produced Identification

State of Florida at Large

FL Driver's License

My Commission Expires _____



Advanced Behavioral Health Center
Hector DeLeon, M.D.
Psychiatrist

1799 Salk Ave
Tavares, FL 32778

Phone (352) 742-8300
Fax (352) 742-8305

September 14, 2005

RE: Mark Grile

To Whom It May Concern:

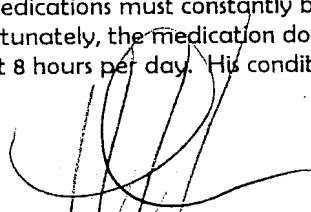
Mark Grile is capable of performing work within his qualification as an electrical power worker, provided that he takes his medication properly and continues therapy for Attention Deficit Disorder and Depression. ADHD medication could only help him for its period of duration, usually 6-8 hours. After this time his symptoms will start to slowly return to baseline, requiring either extra dosing of medications or special accommodations.

Mr. Grile's condition allowed him to function for almost an entire workday because he received therapy and medication for his condition. However, if the job was particularly stressful he required reasonable accommodations to compensate for the lack of full medications effects, or for the withdrawal from it. These accommodations would have included a workspace separate from the many distractions in the large open office where he worked, or reassignment to a less stressful position with more structured job functions; such as the sub-station technician and the key account representative position. I understand he applied for both of these. He explained to me what these job descriptions were, and it seemed reasonable for a person with ADHD to request such special accommodations.

In my opinion Mark's condition affects his activities of daily living (ADL's), especially the following:

- He is not capable of following through on most projects at home.
- He can begin but doesn't organize or prioritize himself to finish.
- Multi-tasking is particularly difficult.
- He loses focus of his task, and becomes overwhelmed.
- Depression then sets in and exacerbates the condition.

His medications must constantly be adjusted and changed to allow him to function during the workday. Unfortunately, the medication does not remain effective to allow him to function at a normal level for more than about 8 hours per day. His condition also affects his marital and family life.



Hector DeLeon, M.D.
General Psychiatry
Child and Adolescent Psychiatry

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 Street, Apt. No., or PO Box No. **2 S. Biscayne Blvd,**
 City, State, ZIP+4 **Miami, FL 33131**

PS Form 3800, June 2002 See Reverse for Instructions

7004 2510 0006 5270 0830

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">US Equal Employment One Biscayne Tower 2 S. Biscayne Blvd, Miami, FL 33131</p> <p>2. Article Number (Transfer from service)</p>	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressed</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery 9/19/05</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
7004 2510 0006 5270 0830	

Equal Employment Opportunity Commission

DISMISSAL AND NOTICE OF RIGHTS

To Mark Grile
44 Palm Dr.
Yalaha, FL 34797

From: Miami District Office
Equal Employment Opportunity
Commission
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131-1805

On behalf of a person aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge Number
150-2005-04008

EEOC Representative
Yolanda Ramirez, Investigator

Telephone No.
305-530-6453

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- We cannot investigate your charge because it was not filed within the time limit required by law.
- Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- While reasonable efforts were made to locate you, we were not able to do so.
- You had 30 days to accept a reasonable settlement offer that affords full relief for the harm you alleged.
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state)

-- NOTICE OF SUIT RIGHTS --
(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may pursue this matter further by bringing suit in federal or state court against the respondent(s) named in the charge. If you decide to sue, you must sue **WITHIN 90 DAYS** from your receipt of this Notice. Otherwise your right to sue based on the above-numbered charge will be lost.

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years)** before you file suit may not be collectible. (If you file suit, please send a copy of your court complaint to this office.)

SEP 29 2005

(Date Mailed)

cc: Sumter Electric Cooperative, Inc.
330 South U.S. Highway 301
Sumterville, FL 33585

On behalf of the Commission

Federico Costales, District Director

CP Rep: Klatt & Sivic, P.A.
7753 SW State Road 200
Ocala, FL 34476
Attn: Leonard H. Klatt

Exhibit "B"

Advanced Behavioral Health Center
Hector DeLeon, M.D.
Psychiatrist

1799 Salk Ave
Tavares, FL 32778

Phone (352) 742-8300
Fax (352) 742-8305

September 14, 2005

RE: Mark Grile

To Whom It May Concern:

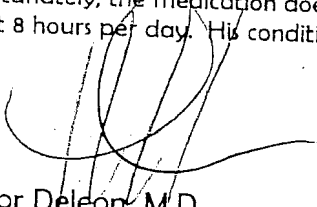
Mark Grile is capable of performing work within his qualification as an electrical power worker, provided that he takes his medication properly and continues therapy for Attention Deficit Disorder and Depression. ADHD medication could only help him for its period of duration, usually 6-8 hours. After this time his symptoms will start to slowly return to baseline, requiring either extra dosing of medications or special accommodations.

Mr. Grile's condition allowed him to function for almost an entire workday because he received therapy and medication for his condition. However, if the job was particularly stressful he required reasonable accommodations to compensate for the lack of full medications effects, or for the withdrawal from it. These accommodations would have included a workspace separate from the many distractions in the large open office where he worked, or reassignment to a less stressful position with more structured job functions; such as the sub-station technician and the key account representative position. I understand he applied for both of these. He explained to me what these job descriptions were, and it seemed reasonable for a person with ADHD to request such special accommodations.

In my opinion Mark's condition affects his activities of daily living (ADL's), especially the following:

- He is not capable of following through on most projects at home.
- He can begin but doesn't organize or prioritize himself to finish.
- Multi-tasking is particularly difficult.
- He loses focus of his task, and becomes overwhelmed.
- Depression then sets in and exacerbates the condition.

His medications must constantly be adjusted and changed to allow him to function during the workday. Unfortunately, the medication does not remain effective to allow him to function at a normal level for more than about 8 hours per day. His condition also affects his marital and family life.



Hector DeLeon, M.D.
General Psychiatry
Child and Adolescent Psychiatry

Exhibit "C"

Mark Grile

From: Mark Grile [mgrile@comcast.net]
Sent: Monday, May 16, 2005 7:37 AM
To: 'Mark Grile'; john.huber@secoenergy.com; audrey.whitley@secoenergy.com
Subject: RE: Out Of Office This Week (May 16th - 20th)

From: Mark Grile [mailto:mgrile@comcast.net]
Sent: Monday, May 16, 2005 7:33 AM
To: 'john.huber@secoenergy.com'; 'audrey.whitley@secoenergy.com'
Subject: Out Of Office This Week (May 16th - 20th)

John/Audrey,

As directed by my doctor, I will be off this week, as well as Thursday and Friday of last week. I can be reached at: 352-551-0961, or at home: 352-324-3242.

Audrey: Please reply to this email with your fax number so that I may have my doctor send you what ever information you are in need of, or if you would like, please give me a call and we can discuss things.

Thank you,

Mark Grile

Exhibit "D"

Mark Grile

From: Mark Grile [mark.grile@secoenergy.com]
Sent: Tuesday, April 05, 2005 3:10 PM
To: mgrile@comcast.net
Subject: FW: Relocation

Mark Grile
 352) 793-3801 ext. 1198
 NEXTEL: (352) 551-0961

-----Original Message-----

From: Betty Stanley
Sent: Tuesday, April 05, 2005 3:06 PM
To: Mark Grile
Cc: Alex Markley
Subject: Relocation

Mark,

Thank you for the update with the on-going issues you have had with the sale of your Georgia residence. This email will confirm that SECO would pay for the following expenses associated with the sale of your former residence as follows:

Policy 634 – Item B: Expenses from Sale of Former Residence

- In order to ease the financial burden resulting from the sale and disposition of a home, SECO will reimburse the employee for the following expense:
 - Real estate commission up to 6% on the sale of the residence
 - Reasonable and necessary legal expenses normally paid by the seller
 - Other closing costs in connection with the sale of the residence
 - Total cost for the above items not to exceed \$10,000 paid by SECO

You will need to provide me a copy of the Closing Settlement Sheet for review and reimbursement of these expenses.

Mark, this will allow you to list your former residence with a realtor, if you choose. Please keep me informed of the progress on a frequent or as-needed basis.

If you have any questions, please contact me.

Betty Stanley
 HR Specialist
 Sumter Electric Cooperative, Inc.
 P. O. Box 301
 Sumterville, FL 33585
betty.stanley@secoenergy.com
 (352) 793-3801, ext. 1070
 Fax: (352) 568-7777

Exhibit "E"

JS 44 (Rev. 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
 Mark E. Grile

(b) County of Residence of First Listed Plaintiff Marion
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Klatt & Sivic, PA, 7753 SW SR 200, Ocala, FL 34476
 (352) 237-3304

DEFENDANTS
 Sumter Electric Cooperative, Inc., a Florida corporation

County of Residence of First Listed Defendant Sumter
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input checked="" type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
ADA of 1990 (42 §§ 1210, et seq. and FMLA of 1993, 29 USCA § 6381 et seq.

Brief description of cause:
Defendant violated the ADA by refusing accommodation and by violating FMLA by taking adverse empl

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 12/21/2005

SIGNATURE OF ATTORNEY OF RECORD: [Signature]

FOR OFFICE USE ONLY

RECEIPT # 4485 AMOUNT \$ 250- APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____