

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

ANTHONY CIMINO-JOHNSON III,
308 Petite Sirah Terrace
Leesburg, Virginia 20175

Plaintiff,

v.

Case No. 1:26-cv-01664

LOUDOUN COUNTY SCHOOL BOARD,
21000 Education Court
Ashburn, Virginia 20148

Defendant.

COMPLAINT

The Plaintiff, **ANTHONY CIMINO-JOHNSON III**, by counsel, moves for judgment against Defendant, **LOUDOUN COUNTY SCHOOL BOARD**, on the grounds and the amount as hereafter set forth:

PRELIMINARY STATEMENT AND INTRODUCTION

1. This is a civil action brought pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et. seq.*, and the Americans with Disabilities Act of 1990, 42 U.S.C § 12101 *et. seq.*, for declaratory, injunctive, and monetary relief for injuries that Plaintiff Anthony Cimino-Johnson (“Mr. Cimino-Johnson”) sustained during his employment as a Theatre Arts Teacher at Rock Ridge High School (“RRHS”) in Loudoun County Public Schools (“LCPS”), located in Ashburn, Virginia.

2. LCPS retaliated against Mr. Cimino-Johnson by adversely impacting his compensation, terms, conditions, and privileges of his employment in various ways, as a result of

his report concerning the discrimination he was experiencing based on his sexual orientation and disabilities.

PARTIES

3. Mr. Cimino-Johnson is and was, at all times relevant to this Complaint, a natural person, a citizen of the United States, and a resident of the Commonwealth of Virginia. At all times for the events described in this Complaint, Mr. Cimino-Johnson was a full-time continuing contract drama teacher at Rock Ridge High School, part of Loudoun County Public Schools, in Loudoun County, Virginia.

4. Defendant Loudoun County Public School Board (“LCPS”) is the school board charged with the supervision of public schools located in Loudoun County, Virginia, and it is the corporate entity vested with the power to sue and be sued pursuant to Virginia Code § 22.1-71.

JURISDICTION AND VENUE

5. This Court has federal question subject matter jurisdiction under 28 U.S.C. § 1331 because various claims in this Complaint arise under the laws of the United States and the United States Constitution.

6. This Court has supplemental jurisdiction over the Virginia state law claim under its supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because LCPS is located in Loudoun County, Virginia, which lies within this Court’s judicial district, and the alleged discriminatory conduct and violations in this Complaint occurred on school grounds.

8. This Court possesses personal jurisdiction over LCPS as it is a Virginia government entity.

FACTUAL BACKGROUND

I. Mr. Cimino-Johnson's Employment with LCPS

9. Mr. Cimino-Johnson was hired as a full-time drama teacher at Rock Ridge High School ("RRHS") in LCPS in approximately June 2014, for the 2014-2015 school year.

10. Since his initial hire date by LCPS in 2014, Mr. Cimino-Johnson was awarded continuing contracts by LCPS, with his last continuing contract issued for the 2024-2025 school year.

11. Mr. Cimino-Johnson has over twenty years of experience in theatre education and artistic direction.

12. Mr. Cimino-Johnson holds a Master of Fine Arts in Theatre Education from the Mississippi University for Women, a Master of Arts Certificate in Arts Administration from the University of Connecticut, a Master of Arts from New York University in Drama Therapy, and a Bachelor of Art in Theatre with a minor in Psychology from McDaniel College.

13. Mr. Cimino-Johnson has had a significant and sustained impact on the theatre arts program at RRHS since beginning his employment with LCPS. In 2014, Mr. Cimino-Johnson founded Rock Ridge Performing Arts ("RRPA"), which grew to comprise approximately 15% of the student body and offered numerous first-of-its-kind opportunities among high school theatre programs nationwide, including the first dual enrollment theatre program in the Commonwealth of Virginia, through which high school students could earn college credit in theatre while removing financial and academic barriers to higher education in the arts. Throughout his tenure, Mr. Cimino-Johnson received ten consecutive years of outstanding performance evaluations within LCPS, and his excellence as an educator was recognized consistently both within and beyond the school division. In 2016, he was named Inspirational Educator of the Year by the

Educational Theatre Association and Virginia's Theatre Teacher of the Year by the Virginia Thespians, and in 2017 his work led to RRHS being named one of the top four theatre programs in the country and to his receipt of an Outstanding School Award from the Educational Theatre Association, followed in 2018 by the Association's Volunteer of the Year Award. His teaching was further recognized within his region when, in 2021, he was selected as both a Loudoun County Public Schools Teacher of the Year Finalist and a Washington Post Outstanding Teacher of the Year Finalist, and when he was named to Loudoun's 40 Under 40 (Class of 2023) and Northern Virginia's 40 Under 40 (2025). His national standing was confirmed in 2024, when he was inducted into the Virginia Thespian Hall of Fame and recognized by the Tony Awards with an Honorable Mention for its Excellence in Theatre Education Award, the nation's most prestigious recognition for theatre educators. The significance of his contributions has also been formally acknowledged by the Virginia General Assembly through Virginia Senate Resolution 293 (2023) and Virginia House Joint Resolution 516 (2025). Under Mr. Cimino-Johnson's leadership, RRPA was designated a Premier Community for Theatre Education by the Educational Theatre Association (2023), won the Virginia High School League State Championship for its production of *The Trench* (2023), and was repeatedly selected for the International Thespian Festival Mainstage, including for *Rent: School Edition* (2024) and *The Prince of Egypt* (2025).

14. In addition to his work developing the theatre program at RRHS, Mr. Cimino-Johnson served on the LCPS Equity Committee in 2021-2023 and was a vocal advocate for LGBTQ+ rights. His advocacy was seminal in LCPS's decision to implement gender-neutral restroom signage for all public restrooms in LCPS.

15. Mr. Cimino-Johnson is also openly gay and has been diagnosed as autistic, and as having post-traumatic stress disorder (“PTSD”), anxiety, and depression.

16. On July 31, 2024, Mr. Cimino-Johnson made an informal request to Principal John Duellman to reduce his class sizes and to implement restorative practices within the theatre department. At that time, Mr. Cimino-Johnson was teaching substantially more students than his similarly situated colleague, Rebekah Hess. Mr. Cimino-Johnson’s largest class exceeded thirty students, while Ms. Hess’s largest class consisted of fewer than fifteen students.

17. On August 1, 2024, Mr. Cimino-Johnson was reprimanded by LCPS Superintendent Dr. Aaron Spence. Upon information and belief, it is not the customary practice of the Superintendent to personally reprimand a teacher. After the parties were seated, Mr. Cimino-Johnson was denied the full presence of his counsel and was denied union representation.

18. On August 14, 2024, Mr. Cimino-Johnson submitted a second informal request to Principal Duellman to reduce his course load and class sizes. Principal Duellman denied the request.

19. On August 14, 2024, Mr. Cimino-Johnson also followed up regarding sensitivity training that, per his letter of reprimand, was to be completed by September 1, 2024. The matter went unaddressed.

20. On August 16, 2024, Mr. Cimino-Johnson initiated the ADA accommodation process by requesting ADA paperwork through LCPS Human Resources and Talent Development.

21. On September 18, 2024, Mr. Cimino-Johnson formally submitted a request for accommodations under the Americans with Disabilities Act.

22. Mr. Cimino-Johnson appended a report from his treating physician for his diagnoses, which indicated that numerous accommodations were necessary to reduce his stress responses resulting from anxiety. Mr. Cimino-Johnson sought certain accommodations so that he could ensure he could emotionally regulate himself in high-pressure or unexpected situations and to ensure he was properly interpreting social cues and maintaining conversations.

23. On October 15, 2024, Mr. Cimino-Johnson requested a department meeting to address ongoing relational challenges within the theatre department. The administration did not respond to or act on the request.

24. On November 8, 2024, LCPS issued an Accommodation Order, approving the following accommodations for Mr. Cimino Johnson that were to be in effect until June 20, 2025, and stating that Mr. Cimino-Johnson's accommodations for his disabilities were complete and resolved:

- Will be able to leave campus during planning period. If Mr. Cimino-Johnson leaves campus during his planning period, he will need to email administration before leaving so the school count can be updated in case of an emergency.
- If any meeting is scheduled in advance, the leader of the meeting will make the meeting agenda accessible to Mr. Cimino-Johnson ahead of time. If the meeting is to discuss disciplinary action, the meeting leader will inform Mr. Cimino-Johnson of this when the agenda is created.
- If any meeting is not scheduled in advance, the subject of the meeting will be provided as soon as practicable. If the meeting is to discuss disciplinary action, the meeting leader will inform Mr. Cimino-Johnson of this as soon as practicable.

- If a private space is needed, Mr. Cimino-Johnson will be able to use a conference room. If there is not one available, Mr. Cimino-Johnson can reach out to his administrative team to see if there is a space available.
- For faculty meetings, Mr. Cimino-Johnson will be able to attend these remotely. Mr. Cimino-Johnson's department chair will be the point of contact to set these up.
- During Professional Development that is held off-site, Mr. Cimino-Johnson will be able to reach out to the administrator to see if there is an option to attend remotely in another location on-site.
- Will provide a one-time reduction in Study Hall class size.

See Approved Accommodations Order, Exhibit 1.

25. Notably, LCPS unreasonably denied several of Mr. Cimino-Johnson's accommodation requests, including the following:

- Request for a reduced teaching load or smaller class sizes, with a cap of 15 to 20 students, on the basis that "students signed up for his classes and that is what worked with student schedules." Further, LCPS could not "guarantee a maximum of 20 students per class in the future, as this depends on student enrollment in theater classes;" although Mr. Cimino-Johnson's similarly situated comparator, Rebekah Hess, maintained a course load of under 20 students per class.
- Access to restorative practices for conflict resolution, on the basis that LCPS does not "perform staff-related restorative practices through the ADA office, but offered to reach out to the Ombuds to set up a meeting for [him] for this purpose."

However, upon information and belief, individuals in the Special Education Department were permitted to access restorative practices.

II. Mr. Cimino-Johnson's November 2024 EEOC Charge

26. On or about November 16, 2024, Mr. Cimino-Johnson filed a Charge of Discrimination (“November 2024 Charge”) with the Equal Employment Opportunity Commission (“EEOC”), asserting that LCPS discriminated against him on the basis of his disability and sex since approximately January 2019. *See* November 2024 Charge of Discrimination, Exhibit 2.

27. In his November 2024 Charge, Mr. Cimino-Johnson asserted that LCPS fostered a hostile work environment and targeted him as an openly gay teacher when, in April 2024, a student brought false allegations against Mr. Cimino-Johnson. Instead of investigating the allegations properly, LCPS placed Mr. Cimino-Johnson on administrative leave, which upon information and belief, was the first time in LCPS history that a teacher had been placed on administrative leave for allegations similar to the April 2024 allegations. LCPS also issued a letter of reprimand, which subsequently impacted Mr. Cimino-Johnson’s work relationships, opportunities, and reputation within the community.

28. During the 2024 investigation conducted by Blankenship and Keith, the investigators recommended that Jordan Markwood, Rebekah Hess, and Peter Johnson also receive sensitivity training for failing to report inappropriate comments. No disciplinary action was taken against them and no such training was provided to them, in contrast to Mr. Cimino-Johnson, who received a letter of reprimand and was required to complete sensitivity training by September 1, 2024. Despite this requirement, and despite Mr. Cimino-Johnson’s repeated requests that the training be provided, LCPS never provided or arranged the sensitivity training

for him. As detailed further herein, LCPS nonetheless characterized Mr. Cimino-Johnson's conduct as insensitive and unprofessional and relied on that characterization in ultimately terminating his employment.

29. The hostile work environment that LCPS fostered, subsequently caused Mr. Cimino-Johnson to develop PTSD, anxiety, and depression as documented by a Licensed Professional Psychologist and a Licensed Social Worker. Despite requesting numerous accommodations based on these diagnoses, in addition to his autism diagnosis, Mr. Cimino-Johnson asserted that LCPS failed to properly implement his accommodations, effectively denying his requests.

30. On November 20, 2024, the EEOC issued Mr. Cimino-Johnson a Notice of Right to Sue, declining to proceed with any determination or investigation as to the merit of Mr. Cimino-Johnson's allegations.

31. On January 2, 2025, the Spiggle Law Firm sent LCPS a demand letter on Mr. Cimino-Johnson's behalf, detailing the discrimination he was enduring.

32. Ultimately, Mr. Cimino-Johnson declined to bring a lawsuit against LCPS within ninety days of the issuance of the Notice of Right to Sue from the November 2024 Charge due to the financial burden of pursuing the matter further at that time.

III. LCPS Retaliates Against Mr. Cimino-Johnson for Filing the November 2024 EEOC Charge by Denying His Grievance and Failing to Follow Proper Procedure

33. Prior to filing his November 2024 Charge, Mr. Cimino-Johnson submitted an internal grievance on July 24, 2024 against Alix Smith and Lisa Boland, under LCPS Policy 7018, which was adopted from the Virginia Board of Education's Procedure for Adjusting Grievances, for the purpose of providing "an orderly procedure for resolving disputes concerning application of local school board policies, rules, and regulations as they affect the work of

employees, and disciplinary actions which include dismissal.” Mr. Cimino-Johnson asserted in his grievance that Ms. Smith and Ms. Boland created a hostile and retaliatory environment for his employment.

34. LCPS held a grievance hearing on November 6-7, 2024.

35. The hearing officer, who was hired by LCPS, submitted her decision on November 18, 2024, affirming LCPS’s actions, and denying Mr. Cimino-Johnson’s grievance.

36. On December 12, 2024, the School Board, who upon information and belief, was also aware of Mr. Cimino-Johnson’s November 2024 Charge, held a closed meeting to make a determination concerning Mr. Cimino-Johnson’s grievance.

37. Pursuant to Va. Code § 22.1-313 and LCPS Policy 7018(B)(2)(d)(v), “in the case of a hearing before a hearing officer appointed by the school board or a three-member fact-finding panel, the school board shall give the teacher its written decision as soon as practicable but in no case more than 30 days after receiving the record or recording of the hearing;”.

38. However, Mr. Cimino-Johnson was not informed until thirty-one days after the School Board hearing, on December 19, 2024, that LCPS voted to uphold the November 18, 2024 decision of the hearing officer assigned to his grievance. The final decision was sent to an unknown e-mail address, anthonym@gmail.com, and Mr. Cimino-Johnson would not have received the final decision but for his former attorney.

39. Further, LCPS breached Policy 7018(B)(2)(b) and Va. Code § 22.1-313 by allowing both LCPS Superintendent, Dr. Aaron Spence, and Division Counsel, Wesley Allen, to attend his closed School Board Meeting on December 12, 2024. Despite the requirement that this meeting be confidential, LCPS did not dismiss Dr. Spence or Mr. Allen from the meeting

although both individuals had the ability to persuade and steer the Board into making certain decisions.

40. Upon information and belief, LCPS retaliated against Mr. Cimino-Johnson after he filed the November 2024 EEOC Charge by failing to follow proper protocol in evaluating Mr. Cimino-Johnson's grievance, and ultimately in denying his grievance.

IV. LCPS Retaliates Against Mr. Cimino-Johnson by Excluding Him from Critical Theatre Discussions

41. Merely days after Mr. Cimino-Johnson submitted his 2024 EEOC Charge, Principal Duellman began excluding Mr. Cimino-Johnson from certain privileges that Mr. Cimino-Johnson enjoyed as the primary theatre teacher while simultaneously reducing his responsibilities.

42. For example, on November 25, 2024, Principal Duellman conducted theatre budget discussions without including Mr. Cimino-Johnson despite Mr. Cimino-Johnson serving as the primary theatre teacher.

43. Subsequently, on December 12, 2024, Mr. Cimino-Johnson requested a meeting with administration to address the dynamics within the theatre department. The request was not acted upon.

44. On January 16, 2025, Peter Johnson was included in an email regarding the repainting of the auditorium, while Mr. Cimino-Johnson was excluded, despite Mr. Cimino-Johnson having led discussions regarding the repainting of the auditorium over the prior two years.

V. Mr. Cimino-Johnson Makes CPS Reports Concerning Colleague as a Mandated Reporter

45. On or about January 10, 2025, Mr. Cimino-Johnson was approached by a student who showed him photos of another theatre teacher (“Colleague X”) making molds, and later sculptures, of a student’s breasts (“Student Y”).¹

46. Mr. Cimino-Johnson reported the photos to Dawn Dickerson, Assistant Principal, and requested advice about how he should proceed. Ms. Dickerson recommended that both she and Mr. Cimino-Johnson report the photos to John Duellman, and they proceeded to make the report accordingly on or about January 13, 2025.

47. Mr. Duellman stated in response that he would “look into” the photos.

48. Pursuant to Va. Code § 63.2-1509(20), “[i]f the information is received by a teacher...in the course of professional services in a...school...such person may, in place of said report, immediately notify the person in charge of the institution or department, or his designee, who shall make such report forthwith. If the initial report of suspected abuse...is made to the person in charge of the institution or department, or his designee, pursuant to this subsection, such person shall notify the teacher...who made the initial report when the report of suspected child abuse or neglect is made to the local department or to the Department’s toll-free child abuse and neglect hotline, and of the name of the individual receiving the report, and shall forward any communication resulting from the report, including any information about any actions taken regarding the report, to the person who made the initial report.”

¹ Such photos were in addition to other photos that Mr. Cimino-Johnson was informed about in October 2024 of Colleague X making molds of Student Y’s breasts, which he was made aware of by a substitute teacher and stipend employee for the theatre department, Kevin Lacey. Mr. Cimino-Johnson did not see any of the photos at that time. Mr. Cimino-Johnson made a report about these photos to RRHS Social Worker, Kim An-Tran, but never received any follow-up information from Ms. Tran or anyone else at the school concerning whether this was reported to CPS, and whether CPS was choosing to take any action regarding the matter.

49. However, Mr. Duellman never informed Mr. Cimino-Johnson at any point whether he ever reported the inappropriate photos to Child Protective Services (“CPS”), or if CPS was choosing to take any further actions regarding the matter.

50. Instead, upon information and belief, and as described further below, Mr. Duellman not only informed Colleague Y that Mr. Cimino-Johnson had made a report against him, but Mr. Duellman also used Mr. Cimino-Johnson’s legitimate CPS reports to blame Mr. Cimino-Johnson for taking retaliatory measures against a student, who he in fact was attempting to protect by making the CPS reports in the first place.

51. On January 25, 2025, a parent of another theater student reported to Mr. Cimino-Johnson that she observed extreme favoritism between Colleague X and Student Y, to the point that it made her feel “uncomfortable.”

52. On January 27, 2025, after not receiving information as to whether the photos were reported to CPS by Mr. Duellman, and continuing to receive information concerning potential grooming behavior between his colleague with the same student, in addition to two other students, as a mandated reporter, Mr. Cimino-Johnson submitted an anonymous CPS Complaint to Loudoun County via telephone to report numerous concerns, including: his concern that Principal Duellman had not conveyed information concerning Colleague X to CPS, Colleague X’s texting with multiple students outside of class, inviting a student to his private residence, inviting students out to dinner off-campus, providing car rides to students without documentation of parental consent, permitting students to skip instructional time to engage in technical theatre projects, meeting students on Sundays alone to conduct projects unrelated to the curriculum, measuring female students with tailor’s tape without parental awareness, and several

female students expressing concern about the Colleague's behavior. His report to CPS contained information about Student Y, in addition to two other students.

VI. LCPS Retaliates Against Mr. Cimino-Johnson Following His Reports as a Mandated Reporter

53. On January 18, 2025, after Colleague X informed Student Y that she did not have to attend a mandatory and graded rehearsal for the winter play, without authority to do so, Student Y refused to attend the rehearsal and chose to work on a theater set with Colleague X instead.

54. Mr. Cimino-Johnson had a conversation with Student Y earlier that morning about the mandatory rehearsal and informed the entire class every day the week leading up to the rehearsal, that presence at the rehearsal was mandatory.

55. When Student Y failed to appear for the mandatory rehearsal, Mr. Cimino-Johnson first sent two students to retrieve Student Y.

56. After the two students were unable to convince Student Y to come to the rehearsal, Mr. Cimino-Johnson personally went to retrieve Student Y from where she was working on the theater set to inform her that she needed to attend the rehearsal.

57. Mere days after Mr. Cimino-Johnson's report to Mr. Duellman concerning Colleague X's inappropriate behavior with Student Y, and Mr. Duellman informed Colleague X about Mr. Cimino-Johnson's CPS report, Colleague X then reported to the administration on January 18, 2025, that Mr. Cimino-Johnson acted inappropriately when he "yelled" at Student Y when he retrieved her for the mandatory rehearsal. This timing is not coincidental.

58. Student Y also reported the purported yelling on January 22, 2025, to the administration. Upon information and belief, Student Y's report was at the encouragement of Colleague X.

59. Contrary to the reports from Colleague X and Student Y, a video of the incident exists that reflects Mr. Cimino-Johnson speaking in a normal manner to Student Y about her need to attend the mandatory rehearsal.

60. Mr. Cimino-Johnson was not timely informed about either report from January 18, 2025 or January 22, 2025, so that he could provide his series of events related to the alleged incident at the school level, in violation of LCPS Policy 8070, which requires concerns about an employee's conduct to be addressed at the school level before an official investigation is launched.

61. Upon information and belief, on January 28, 2025, a telephone conversation occurred involving Peter Johnson and Rebekah Hess in which Jordan Markwood was warned that Mr. Cimino-Johnson was going to be terminated and was advised not to produce Prince of Egypt for the International Thespian Festival.

62. Mr. Cimino-Johnson was first informed on February 10, 2025, by Attorney Mary McGowan that he was under investigation in relation to the January 18 incident, when Ms. McGowan e-mailed Mr. Cimino-Johnson to inform him that LCPS had retained her to investigate Student Y's Complaint.

63. Upon information and belief, Mr. Duellman played a critical role in recommending that the January 18 incident be referred to an external investigator, instead of addressing the matter first at the school level between the parties involved.

64. Further, in contrast to the January 18 incident involving Mr. Cimino-Johnson, a gay and disabled male, who was referred to an external investigator for the incident, similar incidents involving straight, female comparators were not even investigated at the school level

despite multiple complaints from students and parents both to administration and the Human Resources department.

65. Mr. Cimino-Johnson submitted his official statement to Ms. McGowan on February 12, 2025.

66. On March 5, 2025, Mr. Duellman further retaliated against Mr. Cimino-Johnson for his CPS Report when he forwarded a confidential e-mail to Rebekah Hess, Peter Johnson, Mike Fitzgerald, Patrick O'Rourke, and Jordan Markwood that Mr. Cimino-Johnson sent him, reporting that Rebekah Hess was creating a hostile work environment for Mr. Cimino-Johnson through her continued actions bypassing established protocols and in providing conflicting direction to students and staff regarding her role in productions. Mr. Duellman ignored Mr. Cimino-Johnson's report concerning the hostile work environment, citing Mr. Cimino-Johnson's concerns in the forwarded e-mail as a "simple miscommunication," and instead encouraging him to "bring these items to our weekly meetings to address in a collegial manner." This only furthered the hostile work environment between Mr. Cimino-Johnson and his theatre colleagues.

67. Mr. Cimino-Johnson immediately reported Mr. Duellman's breach of confidentiality regarding his hostile workplace report to Ashleigh Stocks, the Workplace Relations Supervisor in LCPS Human Relations, Lisa Boland, and Dr. Aaron Spence via e-mail on March 5, 2025.

68. Ms. McGowan finalized her investigative report on March 14, 2025, recommending that Mr. Cimino-Johnson be dismissed from his position with LCPS. One of Ms. McGowan's three contributing findings that ultimately led to her final recommendation of dismissal, indicated that Mr. Cimino-Johnson "retaliated against Student [Y] and her Parents in Violation of LCPS Policy 7560 and Regulation 7600.1, *Professional Conduct*." Specifically, Ms.

McGowan concluded that “[a] preponderance of the evidence established that Cimino-Johnson retaliated against Student A and her parents for her role in the 2024 investigation and for reporting the incident of January 18, 2025, by filing the anonymous January 27, 2025 CPS report alleging that [Colleague X] was engaged in inappropriate conduct with the student.” However, the report contained numerous factual inaccuracies, reflected that crucial witnesses were not interviewed, and that Ms. McGowan failed to properly attribute Mr. Cimino-Johnson’s large hand gestures that could be seen in the video footage, to his autism diagnosis. The video footage was also inconsistent with Ms. McGowan’s findings.

69. Mr. Cimino-Johnson’s autism is associated with expressive communication characteristics, including pronounced hand gestures, face blindness, and variation in vocal volume. LCPS characterized these disability-related behaviors as yelling and as aggressive or unprofessional conduct, and relied on that characterization to investigate, discipline, and ultimately terminate him.

70. In doing so, LCPS conducted no autism-informed evaluation of the conduct at issue. Neither the investigators nor the hearing officer had training in autism, and no autism expert testimony was considered.

71. Upon information and belief, the investigations into Mr. Cimino-Johnson lacked independence based on the investigators close ties to Loudoun County Public School’s Chief Lawer, Mr. Wesley D. Allen. The first investigation was conducted by the firm of Blankingship & Keith, a firm where Mr. Allen worked as recently as 2020. The second investigation was conducted by Attorney Mary McGowan, who, upon information and belief, was formerly a partner in educational law with Blankingship & Keith.

72. Upon information and belief, Peter Johnson's witness statement provided to Ms. McGowan is not corroborated by the video of the January 18 incident. Peter Johnson admitted under oath that he had told the investigator he was not a credible witness. Notwithstanding this admission, Ms. McGowan treated Peter Johnson's statement as credible.

73. On March 28, 2025, Ashleigh Stocks requested a meeting with Mr. Cimino-Johnson; however, no agenda was provided by Ms. Stocks to Mr. Cimino-Johnson despite his accommodation requiring Ms. Stocks to provide Mr. Cimino-Johnson with the agenda when it was created as the meeting pertained to a disciplinary action against Mr. Cimino-Johnson.

74. Mr. Cimino-Johnson requested twice that Ms. Stocks send him the agenda for the meeting, including on March 31, 2025 at 12:58 p.m. Ms. Stocks did not send the agenda until 8:10 a.m. on April 1, 2025, approximately four hours before the 12:00 p.m. meeting, and the agenda did not indicate that disciplinary action would be taken, contrary to Mr. Cimino-Johnson's accommodations. This left Mr. Cimino-Johnson to suffer anxiety over the weekend as he awaited the meeting.

75. Ms. Stocks provided Mr. Cimino-Johnson with a termination letter on April 1, 2025, from Superintendent Dr. Spence, who rubberstamped the flawed and evidence-lacking findings of Ms. McGowan in recommending Mr. Cimino-Johnson's dismissal of employment. Mr. Cimino-Johnson was placed on administrative leave pending a dismissal hearing before a hearing officer.

76. LCPS held a proposed dismissal hearing related to Mr. Cimino-Johnson's employment on June 9-10, 2025, at which the Honorable Grace Burke Carroll (Ret.) presided as the hearing officer.

77. Initially, following their mid-April request for a video of the January 18 incident, LCPS informed Mr. Cimino-Johnson and his counsel that the video did not exist as it had already been deleted. However, three days prior to the June 9-10 hearing, LCPS produced the video, providing little preparation time for Mr. Cimino-Johnson's counsel to utilize the video in their case and to question additional witnesses about the video footage advance. This significantly affected Mr. Cimino-Johnson's preparation for the hearing.

78. Ret. Judge Carroll ultimately sustained the Superintendent's Recommendation of Dismissal in a letter opinion that was issued on June 25, 2025, finding that Mr. Cimino-Johnson's dismissal was warranted, in part because of his violation of LCPS Policy 7560 Section F against Retaliation, as a result of his anonymous complaint to CPS in January 2025.

79. The June 25, 2025 Recommendation of Dismissal contained numerous factual inaccuracies concerning Mr. Cimino-Johnson's CPS reports, which the hearing officer appeared to rely on in large part in determining to recommend Mr. Cimino-Johnson's termination. First, no witnesses agree on when Mr. Cimino-Johnson was "yelling" during the video footage. The Recommendation also falsely stated that he filed a report with CPS through the "Let's Talk" platform, that Mr. Duellman instructed Mr. Cimino-Johnson on "proper procedures" in reporting CPS Complaints at some time after his first complaint, and that Mr. Duellman informed Mr. Cimino-Johnson that the matter had been investigated and dismissed, when in fact, Mr. Duellman admitted under oath that he did not follow the protocol required by Va. Code § 63.2-1509(20) in informing Mr. Cimino-Johnson as to whether he ever reported the inappropriate photos to Child Protective Services ("CPS"), or if CPS was choosing to take any actions (or inaction) regarding the matter. Further, Ret. Judge Carroll disregarded testimony from a parent and witness, Mae Diawatan, who testified at the hearing that she witnessed inappropriate

behavior on January 25, 2025, between Colleague X and Student Y and reported the behavior to Mr. Cimino-Johnson, who used that information for the basis of his January 27 report. Thus, Mr. Cimino-Johnson's report could not have been retaliatory.

80. On July 10, 2025, LCPS issued a written decision confirming its July 9, 2025 vote to terminate the employment of Anthony Cimino-Johnson with LCPS effective July 9, 2025. The written decision incorporated the June 25, 2025, Report and Recommendations, containing inaccurate facts about Mr. Cimino-Johnson's CPS reports. LCPS's written decision also indicated that LCPS based its own dismissal and termination of Mr. Cimino-Johnson on Ret. Judge Carroll's Report; thus, LCPS's final written decision terminating Mr. Cimino-Johnson was not properly grounded in facts or evidence.

81. On July 16, 2025, John Clark, Director of Safety & Security for LCPS, subsequently issued a barment notice to Mr. Cimino-Johnson, barring him from entering any LCPS property or attending any LCPS-sponsored activities, unless specifically authorized in writing. The basis for the barment was that "LCPS cannot in good conscience provide access to fora where [Mr. Cimino-Johnson] would have an opportunity to interact and potentially cause harm to LCPS students and employees."

82. Before terminating Mr. Cimino-Johnson and barring him from LCPS property, LCPS never considered whether the conduct underlying those actions was a manifestation of his disability, and never analyzed whether his conduct resulted from LCPS's unreasonable refusal for his request for certain accommodations and its failure to implement the agreed accommodations rather than treated as grounds for discipline and termination.

83. Mr. Cimino-Johnson appealed the July 16 no-trespassing directive; however, after a hearing before a LCPS Select Committee on September 10, 2025, the Committee unanimously affirmed the No Trespass directive.

84. Mr. Cimino-Johnson served as Executive Director of Broadway Bound, a performing arts summer camp operating under a lease agreement with Loudoun County Public Schools for eight consecutive years. Following his termination from LCPS and his barment from LCPS property, Mr. Cimino-Johnson was prohibited from continuing to fulfill his executive director duties. Upon establishing an independent theatre company, Mr. Cimino-Johnson was subjected to facility use restrictions prohibiting live theatrical performances outside school hours—restrictions not imposed upon other theatre companies with comparable facility access agreements. Furthermore, Impact Tours and Travel, which had successfully managed educational travel programming with Heritage High School for three consecutive years, had its contract unilaterally terminated by the school principal without stated cause and without procedural notice.

85. Each of the principal adverse actions against Mr. Cimino-Johnson followed his requests for accommodation and his identification of autism as the explanation for the conduct at issue. After Mr. Cimino-Johnson engaged in this protected activity, LCPS referred the January 18 incident to an external investigator, recommended his dismissal, terminated his employment, and barred him from LCPS property.

86. By contrast, similarly situated comparators, who did not report discrimination, and who were terminated for more egregious offenses, were not barred from LCPS property following their termination. For example, one substitute teacher, who was terminated for inappropriately texting with a student, was permitted to continue entering LCPS property, was

allowed to attend the same student's performance with whom the teacher was texting and continued to engage with other LCPS students on LCPS property. As a further example, another teacher at Rock Ridge High School was placed on administrative leave after multiple individuals alleged that he had groomed them and engaged in sexual relationships with them while they were students. Despite the gravity of those allegations, that teacher was not barred from LCPS property. Instead, he was provided a position in the LCPS administrative building, which he held until his retirement.

87. In another example, on April 7, 2025, the family of a student requested an investigation into Rebekah Hess, reporting that Ms. Hess engaged in yelling, belittlement, and inappropriate behavior toward the student in front of the cast and crew of the production "Tarzan". In response, Mr. Duellman did not request an investigation, and instead, at the request of Rebekah Hess, locked all parents from attending rehearsals or entering the building. Additionally, another student requested to be removed from Ms. Hess' classroom, after she filed a complaint against Ms. Hess for belittling students, yelling at them, isolating them, and making inappropriate comments. LCPS Human Resources declined to investigate despite investigating Mr. Cimino-Johnson for similar accusations, and Mr. Duellman denied the student the ability to leave Ms. Hess' class altogether.

VII. LCPS Fails to Properly Implement Mr. Cimino-Johnson's ADA Accommodations

88. LCPS also failed to engage in the timely, good-faith, interactive process that the ADA requires. Although Mr. Cimino-Johnson initiated the accommodation process on August 16, 2024, and formally requested accommodations on September 18, 2024, LCPS did not issue an Accommodation Order until November 8, 2024, nearly seven weeks later. Upon information and belief, Jason Reams excluded Mr. Cimino-Johnson from meaningful participation in the

process, and LCPS never consulted any individual with expertise in autism when evaluating his needs. When LCPS declined to approve certain of his requests, it did not explain its reasons, and Mr. Cimino-Johnson was required to request those reasons in writing, which LCPS should have provided without a request.

89. In issuing the November 8, 2024 Accommodation Order, LCPS represented that Mr. Cimino-Johnson's accommodations were complete and resolved. By treating its obligation as a one-time event rather than an ongoing and individualized process, LCPS foreclosed the continued engagement that the interactive process requires, even as Mr. Cimino-Johnson's circumstances and needs continued to develop.

90. Despite approving accommodations requiring that if any meeting is scheduled in advance, the leader of the meeting would make the meeting agenda accessible to Mr. Cimino-Johnson ahead of time, and if it was to discuss disciplinary action, the meeting leader would inform Mr. Cimino-Johnson about this when the agenda was created, LCPS failed to properly implement this accommodation after it was approved.

91. For example, on February 20, 2025, Mr. Cimino-Johnson had a meeting with Mr. Duellman and the entire theatre team. However, no agenda was provided to him. Mr. Duellman held five additional weekly theatre meetings through April 1, 2025; however, no meeting agendas were ever provided to Mr. Cimino-Johnson for these meetings, causing Mr. Cimino-Johnson to experience anxiety and distress, symptoms related to his PTSD diagnosis.

92. Further, for the six staff meetings between November through April, Mr. Cimino-Johnson was never provided a link to virtually attend any of these staff meetings, despite his accommodation permitting him to attend such meetings remotely and for the department head to be the point of contact in providing him such meeting links.

93. In another instance, on March 28, 2025, when Ashleigh Stocks requested a meeting with Mr. Cimino-Johnson following the issuance of Ms. McGowan's report, she failed to timely provide an agenda to him even though she knew when the agenda was created that it pertained to a disciplinary action LCPS intended to take against Mr. Cimino-Johnson.

94. On March 28, 2025, Mr. Cimino-Johnson moved his meeting with Ms. Stocks from April 7, 2025 to April 1, 2025. Because no agenda had been provided, and because his accommodations required that he be notified when a meeting concerned disciplinary action, Mr. Cimino-Johnson understood that the meeting did not concern discipline.

95. Mr. Cimino-Johnson requested twice that Ms. Stocks send him the agenda for the meeting. However, Ms. Stocks did not send the agenda until immediately prior to the meeting, which left Mr. Cimino-Johnson to suffer from anxiety over the weekend while he anxiously awaited the meeting.

96. LCPS further failed to accommodate Mr. Cimino-Johnson's need for adequate private workspace and treated him less favorably than his peers in this regard. Jordan Markwood, Justin Ratcliff, and Rebekah Hess each had a private office. Mr. Cimino-Johnson had maintained a private office for six years, but LCPS took that office away from him by instructing Mr. Cimino-Johnson to vacate his office and return it to a storage closet after he requested his office be formerly turned into an office as part of his accommodation requests. LCPS nonetheless permitted and provided construction for the school's football coach to convert a storage closet into his own office.

97. Although the November 8, 2024 Accommodation Order purported to provide Mr. Cimino-Johnson a one-time reduction in his study hall class size, upon information and belief

LCPS did not immediately reduce the study hall. By contrast, Jordan Markwood and Rebekah Hess were not assigned a study hall at all.

VIII. EEOC Investigation

98. On or about September 25, 2025, Mr. Cimino-Johnson filed a Charge with the Equal Employment Opportunity Commission (“EEOC”).

99. The EEOC issued Mr. Cimino-Johnson a Notice of Right to Sue on March 16, 2026.

COUNT I: RETALIATION UNDER TITLE VII

100. Mr. Cimino-Johnson incorporates all preceding paragraphs as if fully set forth herein.

101. 42 U.S.C. § 2000e-3(a) of Title VII of the Civil Rights Act of 1964 provides that it is an unlawful discriminatory practice for an employer to “discriminate against any of his employees...because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.”

102. Following Mr. Cimino-Johnson’s filing of a Charge with the EEOC on or about November 16, 2024, LCPS retaliated against Mr. Cimino-Johnson for making a charge and for formally reporting the discrimination he was subjected to by LCPS as a result of his sex and disability.

103. Specifically, subsequent to the filing of his November 2024 EEOC Charge, Mr. Cimino-Johnson’s responsibilities in his position were subsequently reduced on numerous occasions to the extent that it significantly and negatively altered the terms of his employment. For example, Mr. Cimino-Johnson’s exclusion from budget discussions concerning the theatre

department significantly affected the terms of his employment as he was unable to advocate for necessary funding to successfully produce various theatre productions that he was in charge of producing and it furthered the hostile environment between Mr. Cimino-Johnson and other colleagues working on the productions. Mr. Cimino-Johnson's success and accolades that he received as a theatre teacher, both within LCPS and from external sources, was connected with the success of his productions.

104. Upon information and belief, LCPS also retaliated against Mr. Cimino-Johnson by failing to follow the proper procedure in denying his internal grievance that he filed on July 24, 2024 against Alix Smith and Lisa Boland. Specifically, LCPS's failure to timely notify him of its written decision denying his grievance and their decision to allow the LCPS Superintendent and the Division Counsel to attend the closed School Board Meeting reveal that LCPS already had a desired outcome in mind concerning the grievance.

105. LCPS also retaliated against Mr. Cimino-Johnson for his November 2024 EEOC Charge by refusing to address the January 18 incident at the school level amongst the parties involved, and instead, referring the matter to an external investigator, Mary McGowan, who conveniently only reviewed evidence that was favorable to LCPS, disregarded crucial witnesses who would have provided evidence in favor of Mr. Cimino-Johnson, failed to consider Mr. Cimino-Johnson's diagnoses in evaluating the incident, and ultimately made a conclusion that was in contravention to the video footage from the incident.

106. LCPS further withheld the surveillance video until only three days prior to the June 9-10 hearing, which biased Mr. Cimino-Johnson and his legal team from adequately preparing his defense for the hearing.

107. Finally, as a means of retaliation, LCPS issued a blanket ban prohibiting Mr. Cimino-Johnson from all LCPS property, preventing him from seeking alternative employment opportunities that would have required access to school facilities and severely limiting his ability to establish new professional ventures in theatre education and performing arts during his period of career rebuilding following his initial termination.

108. Ultimately, LCPS's calculated actions that began shortly after he filed his November 2024 EEOC Charge, reflect LCPS's pre-determined, retaliatory plan to terminate Mr. Cimino-Johnson from his position at LCPS.

109. LCPS's retaliatory plan against Mr. Cimino-Johnson is further evidenced by the fact that Mr. Cimino-Johnson was subjected to disparate treatment in retaliation for filing the November 2024 EEOC Charge, in comparison to similarly situated employees, who did not engage in protected activity by filing EEOC Charges, and who were alleged to have violated the same rules that Mr. Cimino-Johnson was alleged to have violated, but were treated more favorably than Mr. Cimino-Johnson in that they were not ultimately terminated or barred entirely from LCPS property for an indeterminate period of time.

110. As a direct and proximate result of LCPS's actions and inactions, Mr. Cimino-Johnson has suffered and continues to suffer loss of income, emotional distress, psychological harm, and loss of professional opportunities, including both within LCPS, in the broader teaching community, and privately through his company.

111. Further, Mr. Cimino-Johnson has retained counsel in an effort to protect and assert legal rights on his behalf and thus, he has incurred legal fees and costs, the full nature and extent of which are presently unknown to Mr. Cimino-Johnson.

COUNT II: VIOLATION OF THE ADA – FAILURE TO ACCOMMODATE

112. Mr. Cimino-Johnson incorporates by reference all preceding paragraphs as if fully set forth herein.

113. Title I of the Americans with Disabilities Act of 1990 (“ADA”) prohibits covered entities from discriminating against a “qualified individual on the basis of disability,” which includes failing to make “reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an...employee.”

114. Mr. Cimino-Johnson has numerous qualifying disabilities under the ADA as he has been diagnosed as autistic, and as having PTSD, anxiety, and depression, all of which substantially impact one or more of his major life activities.

115. Mr. Cimino-Johnson formally submitted a written request for accommodation to LCPS on September 18, 2024, which included reports from his treating physicians diagnosing him as autistic and as having PTSD, anxiety, and depression.

116. LCPS received Mr. Cimino-Johnson’s written request for accommodations as LCPS engaged with him in the interactive process and the parties agreed upon certain accommodations for Mr. Cimino-Johnson, as stipulated in the November 8, 2024 Accommodations Order that LCPS approved.

117. Despite its knowledge of Mr. Cimino-Johnson’s disabilities, and approving numerous accommodations for him, LCPS failed to implement numerous approved accommodations.

118. Specifically, despite approving accommodations requiring that if any meeting is scheduled in advance, the leader of the meeting would make the meeting agenda accessible to Mr. Cimino-Johnson ahead of time, and if it was to discuss disciplinary action, the meeting leader would inform Mr. Cimino-Johnson about this when the agenda was created, LCPS failed

to properly implement this accommodation after it was approved. This occurred on more than five occasions between November 2024 through April 2025, at least one occasion of which LCPS's failure to implement this accommodation caused Mr. Cimino-Johnson further distress and anxiety due to not receiving the agenda timely.

119. Upon information and belief, LCPS also failed to provide the one-time reduction in his study hall class size.

120. Mr. Cimino-Johnson followed up on the approved accommodations as described above to request that they be properly implemented; however, his requests were denied.

121. Further, several of Mr. Cimino-Johnson's requested accommodations were unreasonably denied as similarly situated comparators received the exact same accommodations. Specifically, LCPS denied certain of Mr. Cimino-Johnson's requested accommodations concerning his course load and study hall assignment. However, Jordan Markwood, a choir teacher, was not assigned a study hall, and Rebekah Hess, a fellow theatre teacher, maintained a course load under twenty students per class and also was not assigned a study hall. LCPS also denied Mr. Cimino-Johnson's request for the theatre department to participate in restorative practice support, although similarly situated comparators in the Special Education Department were authorized to participate in restorative practice support.

122. As a direct result of unreasonably denying Mr. Cimino-Johnson's requested accommodations and failing to properly implement certain accommodations that were approved by LCPS, LCPS discriminated against Mr. Cimino-Johnson in violation of § 12112 of the ADA, Mr. Cimino-Johnson suffered damage and incurred loss, including but not limited to, loss of past and future earnings, fringe benefits, humiliation, pain and suffering, emotional distress, and loss of personal and professional reputation, injury to his future career, punitive damages, attorney's

fees under 42 USC § 1988 and 12205, and costs incurred, the full nature and extent of which are presently unknown to Mr. Cimino-Johnson.

COUNT III: BREACH OF CONTINUING CONTRACT

123. Mr. Cimino-Johnson incorporates all preceding paragraphs as if fully incorporated herein.

124. Mr. Cimino-Johnson had a valid written continuing contract for employment with LCPS.

125. Pursuant to Virginia Code § 22.1-304(B), “teachers employed after completing the probationary period shall be entitled to continuing contracts during good behavior and competent service. Written notice of noncontinuation of the contract by either party must be given by June 15 of each year; otherwise the contract continues in effect for the ensuing year in conformity with local salary stipulations including increments.”

126. Mr. Cimino-Johnson was not on probationary status at the time of the alleged events, and his annual performance reviews entitled him to a continuing contract with LCPS.

127. Virginia Code § 22.2-307 states that teachers may be dismissed for “incompetency, immorality, noncompliance with school laws and regulations, disability as shown by competent medical evidence when in compliance with federal law, conviction of felony or a crime of moral turpitude, or other good and just cause.”

128. In breach of his continuing contract for employment, LCPS terminated Mr. Cimino-Johnson in a manner that was arbitrary and capricious.

129. Mr. Cimino-Johnson’s termination by LCPS had no basis in fact.

130. LCPS terminated Mr. Cimino-Johnson without just cause, in violation of its own policies and procedures, and thus breached the continuing contract.

131. Termination in violation of LCPS policies and procedures constitutes an arbitrary and capricious decision, and LCPS departed from the standard required in reviewing a proposed termination as, in affirming and merely rubberstamping the hearing officer's recommendation, it failed to consider and/or disregarded the totality of the evidence showing that Mr. Cimino-Johnson had not committed a breach in violation of his contract.

132. LCPS failed to establish that Mr. Cimino-Johnson was incompetent, immoral, noncompliant with school laws and regulations, under a qualifying medical disability, or that he had been convicted of a felony or crime of moral turpitude.

133. Mr. Cimino-Johnson completed all obligations required of him pursuant to his contract of employment with LCPS.

134. As a direct and proximate result of LCPS's breach of Mr. Cimino-Johnson's continuing contract, Mr. Cimino-Johnson has suffered and continues to suffer loss of income, emotional distress, psychological harm, and loss of professional opportunities, including both within LCPS, in the broader teaching community, and privately through his company.

135. Further, Mr. Cimino-Johnson has retained counsel in an effort to protect and assert legal rights on his behalf and thus, he has incurred legal fees and costs, the full nature and extent of which are presently unknown to Mr. Cimino-Johnson.

WHEREFORE, the Plaintiff ANTHONY CIMINO-JOHNSON respectfully requests that this Court award the following relief:

A. Judgment in an amount of \$1,000,000.00 in favor of Mr. Cimino-Johnson and against Defendant for its conduct in violation of his rights under Title VII, the ADA, and under Virginia state law;

B. Compensatory damages in an amount of \$1,000,000.00 including lost wages, back pay, loss of opportunities related to his private theatre company, past and future impairment of power to earn money, and emotional distress;

C. An injunction requiring LCPS to cease enforcement of its barment of Mr. Cimino-Johnson from all LCPS property;

D. An order requiring LCPS to correct its file by removing all documents concerning Mr. Cimino-Johnson's unlawful termination from his employee personnel file, including but not limited to the wrongful disciplinary actions, investigations, and termination records;

E. Punitive damages in the amount of \$350,000 or the maximum amount allowed by law;

F. Prejudgment interest at the rate of six percent (6%) per year on the Principal Sum awarded by the Jury from July 10, 2025 to the date of Judgment;

G. Postjudgment interest at the rate of six percent (6%) per annum until paid;

H. Attorney's Fees

I. Expert Witness Fees;

J. Such other relief as is just and proper.

TRIAL BY JURY IS REQUESTED.

ANTHONY CIMINO-JOHNSON
By Counsel

SUROVELL ISAACS & LEVY PLC

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