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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

MARCIE MYERS, an individual,  
  
Plaintiff,  
  
v.  
  
KING CONSERVATION DISTRICT, a  
government entity,  
  
Defendant.

No.  
  
COMPLAINT

Plaintiff Marcie Myers brings this action against King Conservation District, Defendant, and alleges as follows.

**I. PARTIES**

1. Plaintiff Marcie Myers is now, and at all times pertinent hereto has been, an individual residing in the state of Washington.

2. Defendant King Conservation District is a government entity organized under the laws of the state of Washington, RCW 89.08 *et seq.*

**II. JURISDICTION AND VENUE**

3. This court has subject matter jurisdiction over this suit, pursuant to RCW 2.08.010, as the amount in controversy exceeds three hundred dollars.



1           14. For instance, Ms. Myers observed superiors using language that was offensive  
2 towards Jewish persons.

3           15. Ms. Myers also observed superiors using language that was offensive towards  
4 Chinese persons.

5           16. Ms. Myers also observed superiors using language that was offensive towards  
6 persons who were not U.S. citizens.

7                           **KCD Management Did Not Tolerate Opposition Activity by Employees**

8           17. Ms. Myers was afraid to report the ongoing harassment because KCD took  
9 adverse actions against employees who opposed supervisors' conduct.

10           18. Upon information and belief, KCD terminated other former KCD employees  
11 after they opposed inappropriate conduct in the workplace.

12           19. Upon information and belief, KCD sought to silence KCD employees who  
13 opposed inappropriate conduct in the workplace.

14           20. Upon information and belief, KCD compelled former KCD employees to sign  
15 confidentiality agreements regarding the events that occurred at KCD during their  
16 employment.

17           21. Upon information and belief, several former KCD employees signed such  
18 agreements in order to avoid further threats and/or negative consequences.

19                           **Ms. Myers Was Harassed Because of Her Gender**

20           22. During her employment, Ms. Myers was subjected to a hostile working  
21 environment.

22           23. During her employment, Ms. Myers' was directly subjected to inappropriate and  
23 unwelcome conduct by her supervisors.

1           24. Ms. Myers' supervisors frequently discussed sexual matters during work hours,  
2 such as during lunch breaks.

3           25. One of Ms. Myers' supervisors, Ms. Sara Hemphill, frequently touched Ms.  
4 Myers in an inappropriate manner.

5           26. At all times relevant hereto, Ms. Hemphill served as the Executive Director for  
6 the KCD.

7           27. For instance, Ms. Hemphill massaged Ms. Myers' shoulders.

8           28. Ms. Hemphill did not engage in such conduct towards more feminine employees  
9 at KCD.

10           29. Ms. Hemphill also placed her hand on the small of Ms. Myers' back as she  
11 walked by.

12           30. Ms. Hemphill also made unwelcome comments to Ms. Myers about her lack of  
13 femininity.

14           31. Ms. Myers' supervisors made derogatory comments about the fact that she did  
15 not wear makeup while at work.

16           32. Ms. Myers' supervisors made derogatory comments about her attire.

17           33. Ms. Hemphill provided Ms. Myers with unwelcome and detailed accounts of her  
18 sexual encounters over the years.

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21                   **The Hostility Increased Once Ms. Myers Became Pregnant**

22           34. In February 2011, Ms. Myers became pregnant with her first child.

23           35. During her pregnancy Ms. Myers was subjected to frequent criticism and  
24 ridicule.

1           36. Ms. Hemphill stated that she thought Ms. Myers would not return to work after  
2 maternity leave.

3           37. Ms. Hemphill stated to Ms. Myers that a woman cannot be a good mother while  
4 working full time.

5           38. Another supervisor, Ms. Brandy Reed, told Ms. Myers' that she believed that  
6 people shouldn't have children.

7           39. Ms. Myers' supervisors also told stories which referred to sleeping naked in bed  
8 with children.

9           40. Ms. Myers' supervisors made derogatory comments about her weight.

10           41. For instance, Ms. Ava Souza stated to Ms. Myers that she "waddled when she  
11 walked."  
12

13           42. Ms. Myers went on maternity leave from November 2011 to February 2012.

14           43. After her return from maternity leave, Ms. Myers was subjected to increased  
15 harassment from her supervisors.

16           44. Ms. Souza later learned that Ms. Myers intended to have a second child in the  
17 near future.

18           45. Ms. Souza stated to Ms. Myers that she "would never have more than one child."  
19

20           46. KCD policy allows employees to work flexible schedules.

21           47. All of Ms. Myers' co-workers approved and supported her to work a flexible  
22 schedule.

23           48. Ms. Hemphill refused to allow Ms. Myers to work a flexible schedule.

24           49. In April 2012, Ms. Myers' supervisors began working to identify a basis to  
25 terminate Ms. Myers' employment.  
26

1           50.     For instance, Ms. Souza made a show of reviewing Ms. Myers' emails.

2           51.     Ms. Souza remarked that Ms. Myers' employment was "at-will."

3                   **Ms. Myers' took Action to Oppose KCD's Pattern of Harassment**

4           52.     On several occasions, Ms. Myers attempted to directly address her supervisors'  
5 misconduct.

6           53.     For instance, Ms. Myers approached Ms. Reed and informed her that many of  
7 her statements and conduct were unwelcome and made her uncomfortable.

8           54.     Ms. Myers also reported to KCD that Ms. Souza was harassing her on an  
9 ongoing basis.

10           55.     Each time, KCD management was non-responsive and failed to address Ms.  
11 Myers' concerns.

12           56.     During the month of April 2012, Ms. Myers and several other KCD employees  
13 began to discuss the possibility of forming a union to improve the conditions at KCD.

14           57.     Ms. Myers met with the eligible union co-workers to discuss forming a union.

15           58.     Upon information and belief, management at KCD learned of Ms. Myers' efforts  
16 to form a union.  
17

18                   **KCD Terminated Ms. Myers on Pretextual Grounds**

19           59.     On April 27, 2012, Ms. Myers emailed her supervisor, Mr. Monaghan to file a  
20 complaint that she felt harassed by Ms. Souza.

21           60.     On April 30, 2012, Ms. Myers met with Mr. Monaghan and Ms. Hemphill to  
22 discuss Ms. Myers' concerns.  
23

24           61.     In early May 2012, KCD reached the initial decision to terminate Ms. Myers'  
25 employment.  
26

1           62.    On May 1, 2012, Ms. Myers was called into a meeting.

2           63.    This meeting was intended as a follow up to Ms. Myers complaints that Ms.  
3 Souza was harassing her.

4           64.    During this meeting Ms. Myers received notice of her termination.

5           65.    In a memorandum dated May 1, 2012, Ms. Hemphill notified Ms. Myers that  
6 KCD had made the initial determination to terminate her employment.

7           66.    KCD informed Ms. Myers that she was being terminated because she had a  
8 “general bad attitude in the workplace.”

9           67.    KCD informed Ms. Myers that she was being terminated because she had  
10 engaged in “rude, disrespectful, negative behavior and discourse toward the District and  
11 District employees and officials.”

12           68.    KCD did not provide any other grounds to support its decision to terminate Ms.  
13 Myers’ employment.

14           69.    KCD identified four specific instances where complaints had been lodged against  
15 Ms. Myers’ behavior in the workplace.

16           70.    KCD did not identify any of the persons who allegedly lodged complaints  
17 against Ms. Myers’ behavior in the workplace.

18           71.    Prior to receiving the KCD’s May 1, 2012, memo, Ms. Myers had not received  
19 any discipline from her superiors at the KCD.

20           72.    During Ms. Myers’ employment, none of her co-workers ever lodged a written  
21 complaint about her behavior in the workplace.

22           73.    During Ms. Myers’ employment, none of her co-workers ever lodged a formal  
23 complaint about her behavior in the workplace.  
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1           74.    Ms. Myers responded to KCD in a memorandum dated May 7, 2012.

2           75.    Ms. Myers expressed surprise at the KCD's decision because her supervisors had  
3 not previously raised any concerns that she had engaged in rude, disrespectful, or negative  
4 behavior.

5           76.    Ms. Myers' memorandum restated her belief that the working environment at the  
6 KCD was inappropriate.

7           77.    Ms. Myers requested the opportunity to meet and discuss the KCD's proposed  
8 adverse action.

9           78.    Ms. Myers asked the KCD to address the inappropriate working environment as  
10 part of their discussion.

11           79.    A meeting was held on May 7, 2012, which included Ms. Myers, Ms. Hemphill,  
12 Ms. Reed, Ms. Sklaroff, and Mr. Monaghan.

13           80.    After the meeting, KCD provided Ms. Myers with a memorandum, dated May 9,  
14 2012, from Ms. Hemphill.

15           81.    This memorandum stated that the KCD would involuntarily separate Ms. Myers'  
16 employment unless she agreed to resign from her position and sign a separation and release  
17 agreement.

18           82.    Included in the separation and release agreement is a comprehensive waiver of  
19 any legal claims that Ms. Myers' might otherwise present against KCD.

20           83.    Included in the separation and release agreement was a clause prohibiting Ms.  
21 Myers from making any statements that might have an adverse effect on the KCD, its officers,  
22 its employees, or reputation.  
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**Second Cause of Action**

**(Pregnancy Discrimination and Hostile Working Environment in Violation)**

92. The Plaintiff realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein and further alleges the following.

93. Defendant engaged in a pattern of discrimination by harassing Plaintiff because of her recent pregnancy and plans to become pregnant in the future.

94. Defendant discriminated against plaintiff on the basis of her pregnancy in terminating her employment.

95. Defendant's actions constitute pregnancy discrimination in violation of Washington's Law against Discrimination, RCW 49.60 *et seq.*

96. As a proximate result of defendant's wrongful actions Plaintiff has suffered damages, including but not limited to lost pay and benefits and emotional distress, in an amount to be proven at trial.

**Third Cause of Action**

**(Retaliation in Violation of RCW 49.60.210)**

97. The Plaintiff realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein and further alleges the following.

98. Defendant discriminated against Plaintiff in the terms and conditions of her employment because she had opposed practices outlawed by RCW 49.60 *et seq.*

99. Defendant terminated Plaintiff's employment in violation of RCW 49.50.210 because she had opposed practices outlawed by RCW 49.60 *et seq.*, and because she encouraged her co-workers to unionize.



1 5. For such further relief as the Court may deem to be just and equitable.  
2

3 Dated this 14<sup>th</sup> day of May, 2013.  
4

5 BADGLEY MULLINS TURNER PLLC

6 /s/ Mark K. Davis \_\_\_\_\_

7 Donald H. Mullins, WSBA No. 4966

8 Mark K. Davis, WSBA No. 38713

9 4750 Columbia Center

10 701 Fifth Avenue

11 Seattle, Washington, 98104

12 Telephone: (206) 621-6566

13 Facsimile: (206) 621-9686

14 Email: [donmullins@badgleymullins.com](mailto:donmullins@badgleymullins.com)

15 Email: [mdavis@badgleymullins.com](mailto:mdavis@badgleymullins.com)  
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