

1 THOMAS G. JARRARD
Law Office of Thomas G. Jarrard, PLLC
2 1020 N. Washington Street
Spokane, WA 99201
3 Telephone: 425.239.7290

4 MATTHEW Z. CROTTY
Crotty & Son Law Firm, PLLC
5 905 West Riverside, Suite 409
6 Spokane, WA 99201-0300
7 Telephone: 509.850.7011
Facsimile: 509.703.7957

8 Attorneys for Plaintiff

9
10 **IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON**

11 NADEL IONA BARRETT,

12 Plaintiff,

13 v.

14 Parents Defense Counsel, a
Washington Corporation; Laura
15 Gentry Hughes, Doug Hughes
and Emily Nelson, individually,

17 Defendants.

NO. 17-cv-379

COMPLAINT AND DEMAND
FOR TRIAL BY JURY

**EXEMPT FROM FILING FEES
UNDER 38 U.S.C. § 4323(h)(1)**

18
19 **I. INTRODUCTION**

20 1. This civil action is brought pursuant to the Uniformed Services
21 Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 -
22 4335 (USERRA) and is exempt from filing fees under 38 U.S.C. §
23 4323(h)(1).
24
25

1 2. Plaintiff, Nadel Iona Barrett (hereinafter “Ms. Barrett” or
2 Plaintiff”), by the undersigned attorneys, avers as stated herein.

3 **II. PARTIES AND JURISDICTION**

4 3. Ms. Barrett resided in the State of Washington and was an
5 employee of Defendant, Parents Defense Counsel at all times pertinent
6 hereto.
7

8 4. Ms. Barrett is a 6.5-year Navy veteran with honorable service to
9 the United States.
10

11 5. At all times relevant to this lawsuit Ms. Barrett was a licensed
12 attorney in the State of Washington.

13 6. At all times relevant to this lawsuit Ms. Barrett was an
14 accession candidate in the U.S. Army JAG Corps Reserve Component.
15

16 7. Defendant, Parents Defense Counsel, is a Washington
17 corporation that is licensed to conduct business in the State of
18 Washington.
19

20 8. Parents Defense Counsel maintains a place of business in
21 Spokane, Washington located at 505 W. Riverside, Suite 650, Spokane,
22 WA 99201.

23 9. Defendant, Douglas Hughes is a Governing Person (as defined
24 in RCW 23.95.105 (12)) for Parents Defense Counsel, had control of the
25

1 employment opportunities of Ms. Barrett, and, upon information and belief,
2 was a primary decision maker regarding Defendants' violation of Mr.
3 Barrett's civil rights, and for the purposes of 38 U.S.C. § 4303(4) is an
4 employer.

5
6 10. Defendant, Laura Gentry Hughes, is a supervisor and a
7 Governing Person (as defined in RCW 23.95.105 (12)) for Parents
8 Defense Counsel.

9
10 11. Defendant, Emily Nelson, is a supervisor and a Governing
11 Person (as defined in RCW 23.95.105 (12)) for Parents Defense Counsel.

12 12. For the purposes of 38 U.S.C. §§ 4303(4) and 4323(c)(2)
13 Defendant, Parents Defense Counsel Inc., is a private employer operating
14 within the State of Washington.

15
16 13. Each of the above individual Defendants exercised control over
17 the employment benefits and opportunities of Ms. Barrett, was a primary
18 decision maker regarding Defendants' violation of Ms. Barrett's rights, and
19 for the purposes of 38 U.S.C. § 4303(4) is a private employer.

20
21 14. All acts complained of occurred within the Eastern District of
22 Washington.

23
24 15. The Federal Court for the Eastern District of Washington has
25 personal jurisdiction over the parties and subject matter jurisdiction for the

1 claims in this complaint pursuant to 38 U.S.C. § 4323(b), 28 U.S.C. §
2 1331, 28 U.S.C. § 1367(a).

3 16. Venue is proper in the Eastern District of Washington under 38
4 U.S.C. § 4323(c) and 28 U.S.C. § 1391(b) because the acts and omissions
5 complained herein occurred in the District and Defendants conduct
6 business there.
7

8 **III. INTRADISTRICT ASSIGNMENT**

9 17. This action arose in Spokane County, Washington; therefore,
10 pursuant to local rules it should be assigned to the Spokane Division of the
11 Eastern District of Washington.
12

13 **IV. FACTS**

14 18. Ms. Barrett began working as an attorney for Defendants at
15 Parents Defense Counsel on July 5, 2017.
16

17 19. Ms. Barrett was an associate attorney in the firm assigned to
18 certain cases to defend parents in dependency cases.
19

20 20. Ms. Barrett was paid a salary of \$55,000.00 a year, and other
21 valuable benefits of employment.

22 21. On October 30, 2017, Ms. Barrett was informed by the U.S.
23 Army that her accession into the U.S. Army JAG Corps Reserve
24
25

1 Component was imminent, and that she would likely be called to active
2 duty in January 2018.

3 22. On November 7, 2017 at about 3:00 PM, Ms. Barrett told Ms.
4 Hughes and Ms. Nelson about her military obligations and that she would
5 likely be leaving for duty in early January 2018, and not return to work with
6 defendants until the middle of May 2018.
7

8 23. On November 7, 2017 at about 4:55 PM, Ms. Barrett was
9 approached by Ms. Hughes, who stated to Ms. Barrett words to the effect
10 of, “it’s my understanding that we do not have to keep your position open
11 because we are a small business and we don’t think we can absorb it, but
12 we are going to look at it tonight.”
13

14 24. Mr. Barrett responded to Ms. Hughes’ statement, and
15 explained to Ms. Hughes that it was Ms. Barrett’s understanding that under
16 the law she was afforded the broadest possible protections for her
17 employment. To which Ms. Hughes responded in words to the effect of,
18 “OK, we’ll look at [the law] it and consider it tonight.”
19
20

21 25. On November 8, 2017, at about 2:45 PM, while Ms. Barrett
22 was leaving her office to attend a court hearing at 3:00 PM, Laura Hughes
23 entered Ms. Barrett’s office door and asked, “Hey lady, got a minute?”
24
25

1 26. At about the same moment, Ms. Barrett explained that she was
2 departing for a court hearing at 3:00 PM.

3 27. Ms. Hughes told Ms. Barrett, “oh, I know, Emily [Nelson] is
4 covering it.”

5 28. At about the same moment, Doug Hughes walked into Ms.
6 Barrett’s office.

7 29. Both Mr. and Mrs. Hughes sat down facing Ms. Barrett at her
8 desk.
9

10 30. Ms. Hughes told Ms. Barrett, “so, we thought about it and we
11 decided ***to take you up on your offer***” and placed a signed termination
12 letter and a signed separation agreement for resignation in lieu of
13 termination document in front of Ms. Barrett.
14
15

16 31. Ms. Barrett was shocked and confused, not only because she
17 was being fired, but also because she had no idea what the heck Ms.
18 Hughes was talking about when she said, “*to take you up on your offer.*”
19

20 32. Ms. Barrett told Mr. and Mrs. Hughes that she was under
21 extreme stress by this news. And, that Ms. Barrett wanted to call
22 somebody.
23

24 33. Ms. Hughes told Ms. Barrett, that she needed Ms. Barrett’s
25 keys and work phone, and said that “you can’t be left alone.”

1 34. Ms. Barrett gave Ms. Hughes her work keys, building entry
2 card, and work cell phone.

3 35. Ms. Hughes proceeded to tell Ms. Barrett that that they would
4 not leave her alone, and “we’ll help you pack.”

5
6 36. Both, Mr. and Mrs. Hughes, then began demanding that Ms.
7 Barrett sign one of the two documents that they had placed in front of her.

8 37. Ms. Barrett asked, repeatedly, to know what was the cause for
9 this action?

10
11 38. To which the Hughes replied that, “it’s at-will employment we
12 have no duty to tell you, or explain anything.”

13 39. Then, both, Mr. and Mrs. Hughes, again demanded that Ms.
14 Barrett sign one of the two documents that they had placed in front of her.

15
16 40. Ms. Barrett asked if she could take an evening to think about
17 the situation.

18 41. To which, both Mr. and Mrs. Hughes said, “no, you need to
19 sign one of the documents now.”

20
21 42. Ms. Barrett called an attorney, in the presence of Mr. and Mrs.
22 Hughes.

23 43. Ms. Barrett ended her short call with the attorney and began to
24 pack her personal belongings.
25

1 44. Mr. Hughes left Ms. Barrett's office, and Mrs. Hughes
2 remained.

3 45. Ms. Barrett made three trips to place her personal belongings
4 in her car, and left without incident. However, each time Ms. Barrett
5 entered the office to retrieve her belongings; she was approached by Mrs.
6 Hughes who demanded that Ms. Barrett sign one of the two documents.
7

8 46. Ms. Barrett suffered economic injury, as well as other harms
9 and losses as a result of Defendants' failure to follow USERRA and
10 Washington law.
11

12 47. Defendants' actions are the direct and proximate cause of Ms.
13 Barrett's damages.
14

15 48. As a result of Defendants' unlawful conduct in violation of
16 USERRA and Washington law, Ms. Barrett has suffered a loss of earnings
17 and other benefits of employment in an amount to be proved at trial.
18

19 49. As a result of Defendants' unlawful conduct and the necessity
20 of this action to seek a remedy, Ms. Barrett fears further retaliation against
21 her employment rights by Defendants or its managers, directors or
22 employees. As such, any employment relationship that Ms. Barrett may
23 have enjoyed with Defendants prior to the filing of this action is irreparably
24 damaged through no fault of Ms. Barrett.
25

1 50. Upon information and belief, Defendants are a party to
2 contracts with the State of Washington which prohibit Defendants from
3 discrimination against veterans and military service members and further
4 evidence of its knowing and reckless disregard for the protections afforded
5 a service member under USERRA.
6

7 51. At all times relevant hereto, Defendants had a duty to conduct
8 themselves in compliance with the law, including USERRA and ensure its
9 managers and agents followed the Act.
10

11 52. The above-referenced actions by Defendants, and their
12 agents, breached those duties.

13 53. Defendants' actions are the direct and proximate cause of Ms.
14 Barrett's damages.
15

16 54. To the extent that Defendants allege application of any
17 agreement that constitutes any limitation on Plaintiff's rights under
18 USERRA, it is illegal, null and void, inapplicable and of no force or effect
19 pursuant to 38 U.S.C. § 4302.
20

21 55. Upon information and belief, Defendants maintained workplace
22 posters that set out employer responsibilities under USERRA as required
23 by 38 U.S.C. § 4334.
24
25

V. CAUSES OF ACTION

**(CAUSE OF ACTION NO. 1 – VIOLATION OF 38 U.S.C. §
4311(a) - DISCRIMINATION)**

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2
3
4 56. Under 38 U.S.C. § 4311(a) an employee shall not be denied
5 retention in employment by an employer on the basis of a duty to perform
6 a military obligation.

7
8 57. Ms. Barrett's requirement that she enter active duty for JAG
9 training is a military obligation.

10 58. Ms. Barrett's military service was a motivating factor in
11 Defendants' decision to terminate her employment given, *inter alia*, the
12 closeness in time (hours) between Ms. Barrett informing the Defendants of
13 her military obligation, the Defendants' statement that, "it's my
14 understanding that we do not have to keep your position open because we
15 are a small business and we don't think we can absorb it, but we are going
16 to look at it tonight", and Ms. Barrett being informed that her employment
17 was terminated within 24 hours.

18
19
20 59. Defendants' termination of Ms. Barrett constitutes an adverse
21 employment action that has caused Ms. Barrett damages in an amount to
22 be proven at trial.

23
24 //

1 **(CAUSE OF ACTION NO. 2 – VIOLATION OF 38 U.S.C.**
2 **§ 4311(b) - RETALIATION)**

3 60. Under 38 U.S.C. § 4311(b) an employer may not discriminate
4 in employment or take any adverse employment action against any such
5 person because such person has taken an action to enforce a right or
6 protection or exercise a right afforded under USERRA.

7
8 61. Ms. Barrett’s actions to enforce a protection afforded her under
9 USERRA, or to exercise a right provided by USERRA, was a motivating
10 factor in Defendant’s decision to deny Ms. Barrett employment and
11 benefits of employment.

12
13 62. Defendants unlawfully retaliated against Ms. Barrett, among
14 other ways, by denying Ms. Barrett employment and benefits of
15 employment because she took action to enforce a protection afforded him
16 under USERRA or to exercise a right provided by USERRA.

17
18 **(CAUSE OF ACTION NO. 3 - VETERANS DISCRIMINATION -**
19 **VIOLATION OF RCW 49.60.030 & RCW 49.60.180)**

20 63. Under the Washington Law Against Discrimination an
21 employer cannot take an adverse action against an employee on, *inter*
22 *alia*, account of that employee's military/veteran status.
23
24
25

1 64. Defendants violated Ms. Barrett's WLAD-guaranteed protection
2 from military related employment discrimination for the reasons stated
3 above.

4 65. Defendants' violations of the WLAD have caused Ms. Barrett
5 damage in an amount to be proven at trial.
6

7 **(CLAIM FOR LIQUIDATED DAMAGES – 38 U.S.C. § 4323)**

8 66. Plaintiff is entitled to liquidated damages under USERRA
9 because the Defendants knew, or showed reckless disregard for whether
10 its conduct was prohibited under USERRA.
11

12 **V. PRAYER FOR RELIEF**

13 Plaintiff respectfully prays for:

14 A. Compensation for all injury and damages suffered by Ms.
15 Barrett including, but not limited to, both economic and non-economic
16 damages, in the amount to be proven at trial including back pay, front pay,
17 pre and post judgment interest, lost benefits of employment, adverse tax
18 consequences of any award for economic damages pursuant to Chapter
19 RCW 49.60 et seq., liquidated damages under both federal and
20 Washington law for willful violations as it relates to the improper
21 withholding of wages and benefits and general damages relating to
22 emotional distress and mental anguish damages as provided by law.
23
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25

1 B. Plaintiff's reasonable attorneys, expert fees, and costs,
2 pursuant to 38 U.S.C. § 4323, and as otherwise provided by law under
3 RCW 49.48.030 and 49.60.030(2), as well as the *private attorney general*
4 theory of recovery of reasonable attorney fees and costs in employment
5 related cases.
6

7 C. For such other and further relief as this Court deems just and
8 equitable.
9

10 Respectfully submitted this November 9, 2017.

11 /s Thomas G. Jarrard
12 THOMAS G. JARRARD
13 Law Office of Thomas G. Jarrard, PLLC
14 1020 N. Washington Street
Spokane, WA 99201
Telephone: 425.239.7290

15 /s Matthew Crotty
16 MATTHEW Z. CROTTY
17 Crotty & Son Law Firm, PLLC
18 905 West Riverside, Suite 409
Spokane, WA 99201
Telephone: 509.850.7011

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20 Attorneys for Plaintiff
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