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KEVIN STOCK  
COUNTY CLERK  
NO: 18-2-09561-7

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

SHANNON MCMINIMEE,

Plaintiff,

vs.

TACOMA SCHOOL DISTRICT NO. 10,

Defendant.

Case No.

**COMPLAINT & DEMAND FOR JURY  
TRIAL**

The Plaintiff, SHANNON MCMINIMEE by and through MATTHEW Z. CROTTY, of  
CROTTY & SON LAW FIRM, PLLC and MICHAEL LOVE of MICHAEL LOVE LAW FIRM,  
PLLC complains of Defendant and alleges as follows:

**I. PARTIES, JURISDICTION, & VENUE**

1. Shannon McMinimee was employed by the above-captioned Defendant during the  
time-frame relevant to this lawsuit and worked in Pierce County, Washington, on behalf of  
Defendant.

2. Defendant Tacoma School District No. 10 is a first class school district that is

1 organized under the laws of the State of Washington and is a quasi-municipal government agency  
2 located in Pierce County, Washington.

3 3. The Pierce County Superior Court has jurisdiction over this case.

4 4. Venue is proper in Pierce County because, *inter alia*, Defendant conducts business in  
5 Pierce County and the acts and omissions giving rise to Ms. McMinimee's Complaint took place in  
6 Pierce County, Washington.

## 7 II. FACTS

8 5. Plaintiff incorporates the above facts as if pled verbatim herein.

### 9 **The Tacoma School District hires Ms. McMinimee.**

10 6. On or about August 1, 2011 the Tacoma School District ("TSD" or the "District")  
11 hired Ms. McMinimee as its General Counsel and Risk Manager.

12 7. Ms. McMinimee brought extensive experience to the TSD. Ms. McMinimee  
13 graduated from the University of Washington School of Law with Honors in Law. During law  
14 school, Ms. McMinimee was a Managing Editor of the Washington Law Review and interned  
15 with the United States District Court for the Eastern District of Washington, the United States  
16 Attorney's Office for the Western District of Washington, and the Seattle School District. Ms.  
17 McMinimee started her legal career at Dorsey & Whitney, LLP, an elite international law firm  
18 that hires only the best law school graduates, handling litigation, intellectual property, and  
19 employment law matters. Ms. McMinimee was then recruited to the Seattle School District, where  
20 she worked as an Assistant General Counsel and Senior Assistant General Counsel, handling  
21 (among other things) all special education, Constitutional, and enrollment matters. While with the  
22 Seattle, Ms. McMinimee also assisted in the defense of that district's student assignment plan  
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1 before the United States Supreme Court and directly represented that district in a variety of  
2 matters before the King County Superior Court, the Washington Court of Appeals, and the  
3 Supreme Court of Washington. She also supervised outside counsel on tort matters, including  
4 catastrophic injury cases.

5 8. Ms. McMinimee is admitted to practice in all Washington state and federal courts,  
6 as well as before the United States Court of Appeals for the Ninth Circuit and the United States  
7 Supreme Court. She has received state-wide recognition from Washington Law and Politics and  
8 national recognition for her *pro bono* work on behalf of unaccompanied children in detention.  
9 After leaving the Seattle School District, she worked for a regional law firm that has a school law  
10 practice, representing school districts of all sizes, including the TSD. Ms. McMinimee is a long-  
11 time member of the Washington Council of School Attorneys, where she been a Board Member  
12 as well as the Council's President and Vice President.

14 9. Ms. McMinimee worked as TSD's General Counsel and Risk Manager from  
15 August 1, 2011 to September 9, 2016.

16 10. During that time, Ms. McMinimee supervised the TSD Legal Services, Public  
17 Records, Risk Management, and Worker's Compensation departments. She also temporarily  
18 supervised the TSD's Security and Environmental Safety departments. As General Counsel, Ms.  
19 McMinimee managed all litigation, including handling cases herself, supervising two staff  
20 attorneys in their representation of the TSD, and overseeing the work of over a dozen outside  
21 counsel on a variety of matters. Among other things, Ms. McMinimee represented the District in  
22 Pierce County Superior Court during a 2011 teacher's strike, where she successfully obtained an  
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1 injunction and participated in the resolution of the strike through mediation conducted by the  
2 Governor.

3 11. TSD's Superintendent for four of Ms. McMinimee's five years as the TSD General  
4 Counsel, Carla Santorno, found Ms. McMinimee to be knowledgeable and bright, with a deep  
5 understanding of the law. Ms. Santorno believed that Ms. McMinimee consistently demonstrated  
6 considerable expertise in the fine points of school law and employment law. Ms. Santorno also  
7 believed that Ms. McMinimee demonstrated expertise in writing and in arguing cases before  
8 judges. Ms. Santorno found Ms. McMinimee to be thoughtful and responsive to her requests for  
9 assistance and believed that Ms. McMinimee was creative and innovative in a field not easily  
10 inclined toward those characteristics. Ms. Santorno also believed Ms. McMinimee demonstrated  
11 a strong work ethic, a desire to be supportive, and a commitment to upholding school law.  
12

13 12. In June of 2016, Ms. McMinimee requested leave under the Family Medical Leave  
14 Act ("FMLA") in order to care for her father who was hospitalized in Yakima, Washington. When  
15 she requested FMLA leave, Ms. McMinimee's father was in the intensive care unit on a ventilator  
16 and unable to communicate. Ms. McMinimee was required to be present to make decisions  
17 regarding her father's medical care and then to care for him during his rehabilitation.  
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19 13. During the pendency of Ms. McMinimee's FMLA, TSD's Assistant Superintendent  
20 of Human Resources Lisa Nolin met Ms. McMinimee in Yakima (where the Assistant  
21 Superintendent was present for a conference) to provide Ms. McMinimee the necessary FMLA  
22 forms and her work laptop computer. After being handed her work computer, Ms. McMinimee  
23 remarked something to the effect of "isn't it ironic that the Assistant Superintendent of Human  
24 Resources is handing the District's General Counsel her laptop so she can do work while she is  
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1 on FMLA.” Among the work Ms. McMinimee was expected to perform while on FMLA was  
2 reviewing and revising the Superintendent’s Employment contract. Ms. McMinimee’s father was  
3 hospitalized for majority of June 2016.

4 14. Ms. McMinimee’s father suffered permanent cognitive and cardiac impairments as  
5 a result of his June 2016 health crisis. Ms. McMinimee’s mother passed away from cancer in  
6 October of 2014. Like when her father was ill, Ms. McMinimee was expected to work and did  
7 work on behalf of the TSD while caring for her mother during her mother’s three battles with  
8 cancer and her eventual last days in hospice care. Ms. McMinimee has one sibling, who resides  
9 in Saudi Arabia. As such, Ms. McMinimee is the only family member who can provide support  
10 for her father. Both Ms. Santorno and Ms. Nolin were aware that Ms. McMinimee’s mother had  
11 passed away, that her only sibling lived overseas, and that Ms. McMinimee was the only family  
12 member available to care for her father.  
13

14 15. While caring for her father, who continued to have ongoing health issues that  
15 required Ms. McMinimee to take intermittent leave to care for him in July, August, and September  
16 of 2016, Ms. McMinimee determined that she needed to resign her position with the District and  
17 live at least part time the time with her father. Given that the TSD’s legal office was short staffed  
18 during July and August of 2016 because of planned vacations for the Deputy General Counsel  
19 and Assistant General Counsel (who was also getting married in August of 2016), Ms.  
20 McMinimee continued to work for the TSD while taking intermittent leave through the summer  
21 of 2016, with the intention of notifying the Superintendent that she would need to resign when  
22 the Assistant General Counsel returned from her honeymoon after Labor Day.  
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1           16.     Ms. McMinimee, through Ms. Santorno's then-assistant, requested a meeting with  
2     Ms. Santorno during the first full week of September 2016 so that she could share with Ms.  
3     Santorno her need to resign and her desire to create a transition plan to facilitate her departure  
4     from the District. Ms. McMinimee also scheduled a retreat with the staff she supervised so that  
5     she could share with them that she needed to resign to care for her father.

6           17.     On the afternoon of September 1, 2016, Ms. McMinimee was called into the  
7     conference room adjacent to Ms. Nolan's office. The meeting was added to Ms. McMinimee's  
8     calendar earlier in the day without any explanation as to the purpose of the meeting.

9           18.     In that room sat Ms. Santorno and Ms. Nolan.

10          19.     Ms. Santorno presented Ms. McMinimee with a document titled "Severance  
11     Agreement and Release."

12          20.     Ms. McMinimee asked Ms. Santorno "what is this about?"

13          21.     Ms. Santorno said "you know what this is about."

14          22.     Ms. McMinimee assumed that "this" meant discussions she had with the Ms.  
15     Santorno previously about her (Ms. McMinimee's) style and manner, a specific School Board  
16     Member who disapproved of Ms. McMinimee and particularly her hiring attorneys of color, Ms.  
17     McMinimee's exercise of her FMLA rights, or that Ms. Santorno had learned of Ms.  
18     McMinimee's intention to resign from TSD in order to better care for her father.  
19     McMinimee's intention to resign from TSD in order to better care for her father.

20          23.     Given that Ms. McMinimee had planned to share with Ms. Santorno her need to  
21     resign the following week, Ms. McMinimee was amenable to accepting the Severance Agreement  
22     and Release.  
23     and Release.

1           24.     The "Severance Agreement and Release" was the only document that Ms. Santorno  
2     and Ms. Nolan had at the September 1, 2016, meeting. Put differently: there was no other piece  
3     of paper sitting in front of Ms. Santorno or Ms. Nolan during the September 1, 2016, meeting and  
4     neither of those individuals read Ms. McMinimee prepared remarks from a paper that was sitting  
5     in front of them.

6           25.     At no time did Ms. Santorno tell (or otherwise imply to) Ms. McMinimee that Ms.  
7     McMinimee was being asked to resign in lieu of termination.

8           26.     At no time did Ms. Nolan tell (or otherwise imply to) Ms. McMinimee that Ms.  
9     McMinimee was being asked to resign in lieu of termination.  
10

11          27.     Consistent with the fact that Ms. McMinimee's resignation was voluntary as  
12     opposed to a "resign or else" ultimatum, TSD allowed Ms. McMinimee to present all business  
13     items at the District's September 1, 2016 Board Meeting - - - a meeting that took place several  
14     hours after the above-referenced meeting with Ms. Santorno and Ms. Nolan.

15          28.     Consistent with the fact that Ms. McMinimee's resignation was voluntary as  
16     opposed to a "resign or else" ultimatum, Ms. Santorno wrote Ms. McMinimee a glowing letter of  
17     recommendation and affixed, to the Severance Agreement and Release, the following statement:  
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Exhibit A

Dear Colleagues,

I am writing to share with you that I have made the decision to resign my position as the General Counsel of Tacoma Public Schools, effective this Friday, September 9, 2016.

This is a decision I have been contemplating for some time for personal reasons. As many of you know, I recently took an extended leave to take care of my father after he experienced a significant health crisis. Since my return, I have had to frequently travel to Eastern Washington to continue to support him. I do not foresee that need diminishing, and as family is a core value for me, I need to make a professional change that will allow me more flexibility to focus on family.

I know the District is committed to finding its next General Counsel as expeditiously as possible. I have confidence in my decision and its timing, as you will be in the capable hands of a stellar legal and worker's compensation team.

I could not have asked for a better group of people to have spent the last five years working alongside. I am so proud to have had the opportunity to help this group strive to achieve the District mission of Every Student, Every Day. I also look forward to hearing about all the success to come.

I wish you all the best.

Shannon McMinimee

29. Consistent with the fact that Ms. McMinimee's resignation was voluntary as opposed to a "resign or else" ultimatum, the above-referenced statement was emailed to her co-workers via Ms. McMinimee's email account and she then forwarded various responses to the same to her personal email. Conversely, when TSD fired employees or gave them the "resign or else" ultimatum, an employee's departure was announced in an email from the Superintendent or the person's immediate supervisor with the employee not being allowed any continued access to their TSD email account.

30. Consistent with the fact that Ms. McMinimee's resignation was voluntary as opposed to a "resign or else" ultimatum, TSD agreed to write (and in fact did write) a letter of



1 recommendation for Ms. McMinimee, whereas TSD employees fired or offered the “resign or  
2 else” ultimatum do not receive letters of recommendation from the TSD.

3 31. Upon information and belief, TSD executed in excess of 25 severance agreements  
4 during the five years of Ms. McMinimee’s employment and the entirety of Ms. Santorno’s time  
5 as the Superintendent (at least up to September 1, 2016), including those where an employee was  
6 given the option to resign in lieu of termination and none of those severance agreements contain  
7 an agreement from TSD to write a letter of recommendation on that employee’s behalf.  
8

9 32. The Severance Agreement and Release between Ms. McMinimee and TSD states  
10 that the relationship between Ms. McMinimee and the District was ending due to a voluntary  
11 resignation, that neither party was or had admitted any wrongdoing, and that the agreement was  
12 entered into because of the parties’ desire to end an at-will employment relationship in a business-  
13 like fashion. As is explained in Section 6 of the Severance Agreement, the characterization of the  
14 end of the relationship as a “resignation in lieu of termination” was for the sole “purposes of  
15 Employee’s application for unemployment benefits.” Ms. McMinimee understood Section 6 to  
16 express TSD’s desire to ensure that she would not be denied unemployment benefits if she  
17 pursued them – nothing more. None of the in excess of 25 severance agreements executed by the  
18 TSD during Ms. McMinimee’s employment contained an agreement from TSD to not contest  
19 unemployment for an employee who had been advised of the District’s intent to terminate the  
20 employee.  
21

22 33. Consistent with the fact that Ms. McMinimee’s resignation was voluntary as  
23 opposed to a “resign or else” ultimatum, Ms. McMinimee and Ms. Santorno continued to remain  
24

1 in contact. Ms. McMinimee and Ms. Santorno communicated about events in their personal lives  
2 and exchanged photos of their respective families.

3 34. Consistent with the fact that Ms. McMinimee's resignation was voluntary as  
4 opposed to a "resign or else" ultimatum, Ms. McMinimee and Ms. Nolin continued to remain in  
5 contact. Ms. McMinimee and Ms. Nolin communicated about events in their personal lives and  
6 Ms. McMinimee shared with Ms. Nolin when she would be attending events at TSD or with TSD  
7 employees. This was because Ms. McMinimee wanted to be sensitive to her replacement. Ms.  
8 Nolin expressed her appreciation to Ms. McMinimee's thoughtfulness in this regard.  
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10 35. Consistent with the fact that Ms. McMinimee's resignation was voluntary as  
11 opposed to a "resign or else" ultimatum, Ms. McMinimee, post voluntary resignation, assisted  
12 TSD with various matters including pending cases, anticipated future litigation, and student  
13 specific issues. Indeed, the Severance Agreement and Release, paragraph 12, contains a provision  
14 in which the District agreed to pay Ms. McMinimee for services rendered post-resignation.  
15 Consistent with this, Ms. McMinimee contacted the TSD's Deputy General Counsel to share that  
16 some TSD administrators and Human Resources staff were continuing to contact her for advice,  
17 and that she was letting such individuals know that they needed to instead contact the TSD legal  
18 office. She also shared information with various Human Resources staff members when they  
19 posed questions to listservs that Ms. McMinimee was a member of.  
20

21 36. Relying on the fact that Ms. McMinimee was never told that she was being offered  
22 the above-referenced Severance Agreement and Release in lieu of termination Ms. McMinimee  
23 signed the Severance Agreement and Release (which, tellingly, required that Ms. McMinimee  
24 waive any FMLA claim against TSD).  
25

1           37.     Concurrent with her execution of the Severance Agreement and Release, Ms.  
2     McMinimee completed the TSD's Resignation/Retirement Form identifying that her resignation  
3     was for personal/family reasons. Her resignation was approved at a Tacoma School Board  
4     meeting where Ms. Santorno announced the "bad news" that "Shannon resigned" and praised and  
5     thanked Ms. McMinimee for her contributions to the District, calling her "an incredible force in  
6     Tacoma Public Schools" who would be missed.

7           38.     In March of 2017, Ms. McMinimee applied for a position with the Yakima School  
8     District ("YSD"). Ms. McMinimee contacted Ms. Nolin to let her know of her application and to  
9     confirm that she (Ms. McMinimee) had provided Ms. Nolan's name as the person to whom  
10    inquiries about her could be made, consistent with the Severance Agreement and Release. As part  
11    of the application process for employment with YSD Ms. McMinimee truthfully answered "no"  
12    to the question of "Have you ever resigned or otherwise separated from any employment  
13    (inclusive of regular or extracurricular position) in order to avoid discharge or non-renewal?"  
14    Indeed, Ms. McMinimee resigned from the TSD to be able to better care for her father and had  
15    never been told that she had to resign or separate to avoid discharge or non-renewal. When Ms.  
16    McMinimee was subsequently hired by the YSD, both Ms. Santorno and Ms. Nolin, along with  
17    the TSD Deputy Superintendent Josh Garcia, passed along their congratulations to Ms.  
18    McMinimee.  
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21           **The Tacoma School District breaches its contract with Ms. McMinimee**

22           39.     The Severance Agreement and Release, paragraph 6, provided, in relevant part, that  
23    "for the purposes of Employee's application for unemployment benefits" her separation would be  
24    considered a "resignation in lieu of termination."  
25

1           40.     The TSD also agreed, per paragraph 8 of the Severance Agreement and Release, to  
2 not contest Ms. McMinimee's application for unemployment benefits; but, in October of 2016,  
3 TSD did contest Ms. McMinimee's application for unemployment benefits. This was TSD's first  
4 breach of the Severance Agreement and Release.

5           41.     The Severance Agreement and Release, paragraph 21, provided that the District  
6 would "indemnify, hold harmless, and provide legal representation" to Ms. McMinimee if she was  
7 personally named in any lawsuits against the TSD in which she was acting in the regular course  
8 and scope of her employment with the TSD. Ms. McMinimee was named as a party in two such  
9 cases in Pierce County Superior Court (Cause Nos. 16-2-05295-4 and 16-2-07850-3).  
10

11           42.     Ms. McMinimee received regular updates on these matters from the interim-General  
12 Counsel and the Deputy General Counsel from October 2016 through January of 2017. These  
13 updates were provided at the initiation of the TSD.

14           43.     Based upon information and belief, Renee Trueblood was hired to be the TSD's new  
15 General Counsel on or about January 1, 2017.

16           44.     In February of 2017, Ms. McMinimee contacted Ms. Trueblood by telephone to  
17 advise her that she had received a mailing intended for the TSD and that she would be forwarding  
18 it to Ms. Trueblood. At that time, Ms. McMinimee asked Ms. Trueblood for an update on the  
19 matters to which she was a named party. Ms. Trueblood told Ms. McMinimee that "based on the  
20 advice of counsel" that she would not be updating Ms. McMinimee, nor would Ms. McMinimee  
21 be provided legal representation for either matter consistent with paragraph 21 of the Severance  
22 Agreement and Release. This was the only time that Ms. McMinimee and Ms. Trueblood have  
23 ever spoken to each other or interacted.  
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1           45.     Ms. McMinimee subsequently learned that Ms. Trueblood dismissed an appeal and  
2 allowed for an order to be entered in Pierce County Superior Court Cause No. 16-2-05295-4  
3 without allowing Ms. McMinimee to consult with legal counsel provided by the TSD about  
4 appealing the same. Ms. Trueblood also subsequently forbade Ms. McMinimee from having legal  
5 representation related to Pierce County Superior Court Cause No. 16-2-07850-3 after it was  
6 removed to federal court. Based upon information and belief, that matter was subsequently settled  
7 without any consultation with Ms. McMinimee. These denials of legal counsel to Ms. McMinimee  
8 were TSD's second and third breaches of the Severance Agreement and Release.  
9

10           46.     The Severance Agreement and Release, paragraph 16, provided that in the event  
11 TSD received a Public Record Act (PRA) request regarding Ms. McMinimee, the District would  
12 notify Ms. McMinimee of the request before the District would release any documents the city  
13 Ms. McMinimee.

14           47.     On or about October 20, 2017 an agent of the Yakima Education Association (YEA)  
15 made a Public Record Request to the TSD regarding Ms. McMinimee.  
16

17           48.     The Public Records Office of the TSD is supervised by its General Counsel. In  
18 October of 2017 to present, the General Counsel has been Renee Ms. Trueblood. Ms. Trueblood  
19 is ultimately responsible for the Public Records Office and any decisions made with respect to  
20 Public Records Act Requests.

21           49.     On October 25, 2017 TSD Records Officer Joey Grant responded to this request and  
22 stated, to the YEA, that she must provide "advance notice of release to the employee" before  
23 releasing materials. Yet TSD did not inform Ms. McMinimee of the request.  
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1           50.     On November 27, 2017, Ms. Grant gave an updated response to the YEA, again  
2 stating that she must provide “advance notice of release to the employee” before releasing  
3 materials. Yet TSD did not inform Ms. McMinimee of the request.

4           51.     On December 13, 2017, Ms. Grant gave another updated response to the YEA, again  
5 stating that she must provide “advance notice of release to the employee” before releasing  
6 materials. Yet TSD did not inform Ms. McMinimee of the request.

7           52.     On January 10, 2018 Ms. Grant gave yet another updated response, again stating  
8 that she must provide “advance notice of release to the employee” before releasing materials. Yet  
9 TSD did not inform Ms. McMinimee of the request.

10          53.     On or about February 5, 2018, the District, in violation of the Severance Agreement  
11 and Release disclosed, to the YEA, records regarding Ms. McMinimee’s departure from TSD.

12          54.     The District disclosed those records a day before informing Ms. McMinimee of the  
13 existence of the above-referenced Public Record Request from the YEA. This was the TSD’s  
14 fourth breach of the Severance Agreement and Release.

15          55.     Upon receiving the above-referenced records the YEA informed the Yakima  
16 School District who, in turn, revoked an offer worth over \$140,000 that it had made to Ms.  
17 McMinimee and, instead, began the process of firing Ms. McMinimee for her alleged lying on  
18 her application for employment with the Yakima School District.

19          56.     Ultimately, after Ms. McMinimee was forced to retain counsel to address TSD’s  
20 proposed release of records, the TSD disclosed the Severance Agreement and Release to the YEA,  
21 as well as other responsive documents (including basic documents such as the Board Action item  
22 reflecting her resignation and Ms. Santorno’s letter of reference for Ms. McMinimee that that the  
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1 TSD initially was not going to produce), and on or about March 8, 2018, and informed Ms.  
2 McMinimee that all other documents responsive to the YEA's Public Record Request had been  
3 produced.

4 57. On or about April 18, 2018, due to concerns that the TSD had or was violating the  
5 Severance Agreement and Release, Ms. McMinimee submitted a Public Records Request to the  
6 TSD. Given that the request was seeking records about how the Public Records Officer and Ms.  
7 Trueblood had handled certain matters (including the breaches identified above), Ms. McMinimee  
8 felt it was necessary to ensure that someone other than the Public Records Officer received a copy  
9 of her request. As such, she forwarded her request to Ms. Santorno, who immediately responded  
10 to Ms. McMinimee, even though she was in Alaska at the time. Ms. Santorno offered to call Ms.  
11 McMinimee as soon as she could to address her concerns. Ms. McMinimee and Ms. Santorno  
12 exchanged several emails about scheduling such a call, until Ms. Santorno changed course and  
13 directed Ms. McMinimee to take the concerns to Ms. Trueblood. Given that Ms. McMinimee's  
14 concerns were about Ms. Trueblood and those under her immediate supervision, Ms. McMinimee  
15 was left with no person of authority within the TSD to share her concerns with.  
16

17 58. On May 10, 2018, Ms. McMinimee filed a federal lawsuit against Yakima School  
18 District.  
19

20 59. Upon information and belief, after May 10, 2018 an employee or agent of the  
21 Yakima School District contacted an employee or agent of the TSD and asked that the TSD "find"  
22 "supplement" or otherwise "discover" a document that would help YSD in its effort come up with  
23 a "legitimate non-retaliatory reason" to justify Ms. McMinimee's firing.  
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1           60.     After the above-referenced contact between YSD and TSD's employees and/or  
2 agents a "new" understanding was reached between those entities as to the facts and  
3 circumstances regarding this McMinimee's departure from TSD.

4           61.     Although the Severance and Release agreement, paragraph 23, provided, in  
5 relevant part, that "there are no other oral or written agreements, understandings or  
6 representations between the Parties other than those contained in this Agreement" the TSD came  
7 up with a "new" understanding as to the facts regarding Ms. McMinimee's departure from the  
8 TSD's employment.

9           62.     This "new" understanding was written in a document titled "Separation Agreement  
10 – Notes.docx" (hereinafter the "Newly Discovered Document" or NDD).

11           63.     The NDD, which TSD magically discovered after Ms. McMinimee's May 10, 2018,  
12 lawsuit against YSD (and after the TSD concluded, on March 8, 2018, that all responsive  
13 documents had been produced), represents that Ms. McMinimee's departure from TSD was for  
14 reasons other than those set out in Exhibit A of the Severance Agreement and Release. This is the  
15 TSD's fifth breach of the Severance Agreement and Release.  
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17           64.     On May 25, 2018 the TSD informed Ms. McMinimee of the NDD's existence and  
18 that the NDD was responsive to the Public Record Request that the YEA submitted nearly seven  
19 months earlier.  
20

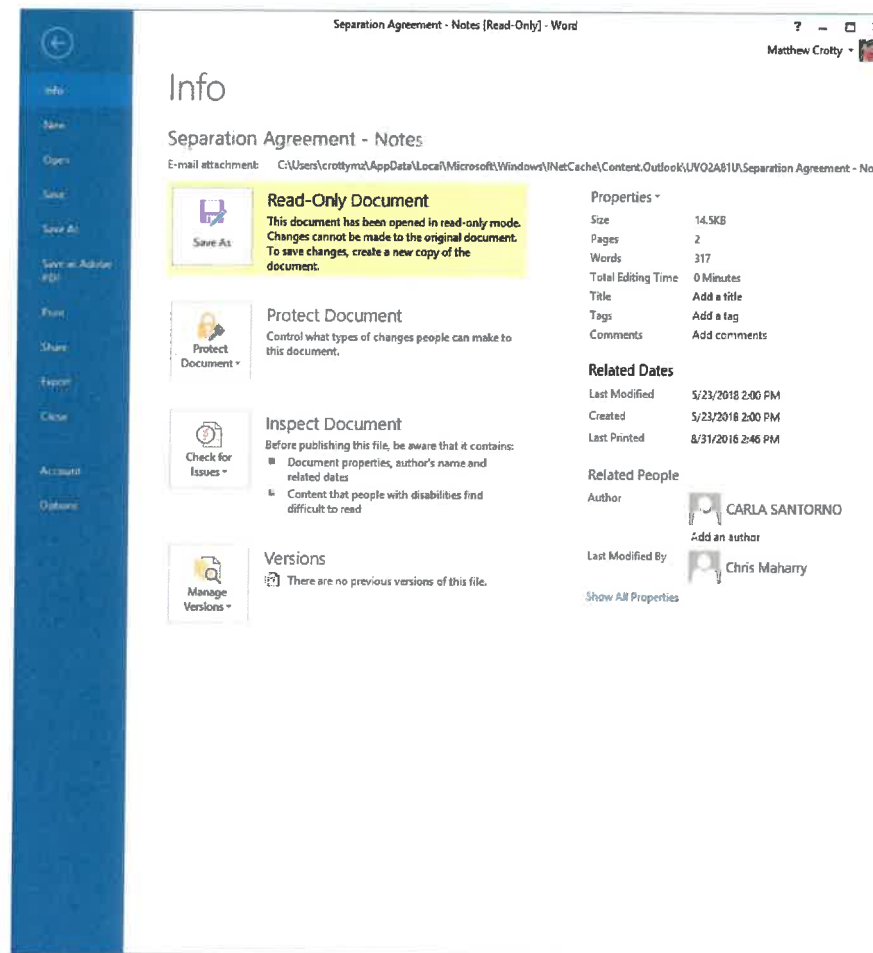
21           65.     The NDD is document that, per TSD's agent's representation, had allegedly been  
22 sitting on the desk top of Ms. Santorno's work computer for nearly the past two years before it  
23 was "discovered" by the TSD in responding to the above referenced Public Record Request.  
24



1           66.     In informing Ms. McMinimee of the NDD's existence, TSD's agent represented  
2     that the NDD was transferred from Ms. Santorno's work computer to TSD's agent's email and  
3     that the NDD had not been altered in any way.

4           67.     Transferring a MS Word document from a computer to an email will not modify a  
5     MS Word document.

6           68.     However, a review of the NDD's metadata reveals that the NDD was "last  
7     modified" on May 23, 2018, by Chris Maharry, TSD's agent. To wit:  
8



69. Tellingly, TSD will not allow Ms. McMinimee's computer forensic expert to examine Ms. Santorno's work computer to see what "modifications" to the NDD were actually made.

70. On June 5, 2018, Ms. McMinimee confronted Ms. Santorno about the NDD's glaring inaccuracies. To wit:

**From:** Shannon McMinimee  
**To:** [CARLA SANTORNO](#)  
**Subject:** Public Records Request/Severance Agreement Follow Up  
**Date:** Tuesday, June 5, 2018 1:10:00 PM  
**Attachments:** [Severance Agreement.pdf](#)

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Dear Carla,

On May 25, 2018, I learned that Tacoma School District "recently" discovered a document that it claims is responsive to the Yakima Education Association's October 2017 Public Records Act Request about me. This newly discovered document contains what appear to be "talking points" that are wholly inconsistent with what you and Lisa Nolan told me on Thursday, September 1, 2016, when you presented me with a draft proposed Severance Agreement. I was truly stunned at how different this document is from the conversation that we had that day. To be clear, at no time on September 1, 2016 did either you or Lisa tell me that the Severance Agreement was being offered to me in lieu of termination. At no time did you tell me that the Tacoma School Board had decided to fire me. At no time did you state, imply, or hint that I had to resign "or else." As you know, a few hours after our meeting I attended the September 1, 2018 School Board Meeting and presented every business item on the agenda (<https://app.eduportal.com/share/habb406c-6fa3-11e6-a143-00155d645900>) - an act totally inconsistent with an employer who just "fired" someone.

I also know that neither you nor Lisa had anything with you other than copies of Severance Agreement and that you did not read talking points to me. We had a very brief conversation of about five minutes that was mostly about me continuing to present to the School Board that night and how I would get any proposed changes to the Severance Agreement back to the Tacoma School District.

As you can imagine, receiving the "newly discovered" document on May 25 was surprising to say the least. Carla, it was truly devastating to get something so different than the conversation that we had nearly two years later.

71. As of the date of this complaint, Ms. Santorno has not denied or otherwise disputed Ms. McMinimee's June 5, 2018, email.

1           72.     Additionally, TSD's outside counsel represented that Ms. Santorno wrote the NDD  
2 (supposedly in 2016) based on input from an unnamed attorney.

3           73.     Although the Severance Agreement and Release, paragraph 16 provides, in relevant  
4 part, that TSD will "cooperate with Employee in protecting such information in accordance with  
5 Washington law; and (iii) only disclose the amount of information required to be disclosed" the  
6 TSD informed Ms. McMinimee's agent on June 20, 2018 that it will disclose the NDD to the  
7 YEA on or about July 6, 2018. This is TSD's sixth breach of the Severance Agreement and  
8 Release.

9           74.     Customarily most corporate entities jealously guard and refuse to disclose any and  
10 all documents that are based on input from that entity's attorney. Yet TSD has not only deviated  
11 from that norm but has told this McMinimee that it will disclose not only a privileged document  
12 from that norm but has told this McMinimee that it will disclose not only a privileged document  
13 but a document that is a draft (and thus exempt from the PRA's ambit) and a document of  
14 questionable authenticity given the fact that it was modified on May 23, 2018.

15           75.     Ms. Trueblood does not have the same legal experience or track record in the field  
16 of school law as Ms. McMinimee. Based upon information and belief, Ms. Trueblood was not the  
17 first choice to replace Ms. McMinimee as TSD's General Counsel.

18           76.     After numerous individuals in the Tacoma legal community and well as current and  
19 former TSD employees shared with Ms. McMinimee that they knew Ms. Trueblood was not the  
20 first choice to replace her, Ms. McMinimee contacted Ms. Nolin to let her know of this. This was  
21 because Ms. McMinimee wanted to see Ms. Trueblood succeed and believed that if it was  
22 generally known or believed that Ms. Trueblood was not the first choice for the position, it could  
23  
24  
25

1 negatively impact her ability to succeed. Ms. Nolin thanked Ms. McMinimee for contacting her  
2 and for her concern for Ms. Trueblood.

3 77. After hiring Ms. Trueblood, both of the TSD staff attorneys as well as the long-  
4 time TSD paralegal left the TSD within a matter of months. Ms. McMinimee provided positive  
5 recommendations for these individuals when they sought to leave the District.

6 78. Ms. McMinimee is a part-time adjunct lecturer teaching Constitutional Law courses  
7 at the University of Washington Tacoma. As a result, she is in Tacoma two afternoons/evenings  
8 a week when she is teaching. As such, Ms. McMinimee has continued to participate in community  
9 events in Tacoma. Specifically, she has attended a basketball game at the invitation of TSD  
10 administrators, done a joint seminar at the University of Washington Tacoma with a TSD teacher  
11 at his request, done senior exits interviews with that same teacher, and briefly attended the  
12 opening of a remodeled TSD building (on the same day that she was conducting senior exit  
13 interviews). She was also asked to speak at a civics event in Tacoma that was attended by a  
14 number of elected officials and did so. Ms. McMinimee does similar activities in her own  
15 hometown of Sunnyside, Washington.  
16

17 79. At an all-state event recognizing schools that had made advancements, Ms.  
18 McMinimee was present on behalf of the Yakima School District. Several TSD administrators  
19 and a TSD Board Member exchanged hugs and pleasantries with Ms. McMinimee at that event.  
20 Ms. McMinimee had similar interactions with several Seattle School District administrators and  
21 former TSD and Seattle administrators who now work for other districts.  
22

23 80. Ms. McMinimee has also socialized with a few former colleagues, including  
24 attending going away parties for people leaving the TSD and attending two basketball games of  
25

1 the child of one of her former subordinates. She also briefly joined a bible study group lead by  
2 the wife of a former colleague, until it conflicted with her teaching schedule. Ms. McMinimee  
3 has also visited two of her former colleagues when their children have been hospitalized. Ms.  
4 McMinimee additionally attended the funeral of the former Assistant General Counsel's father,  
5 along with two other former TSD legal staff members. Ms. McMinimee does similar activities  
6 with and for former colleagues from the Seattle School District and every place she has ever been  
7 employed.

8  
9 81. Ms. McMinimee shares a close friend with a former TSD Board Member, who  
10 recently left the TSD Board after being elected to the Tacoma City Council. They have on  
11 occasion both attended the same social functions and exchanged pleasantries. TSD Board  
12 Members and administrators (including Ms. Santorno) continued to follow Ms. McMinimee on  
13 social media platforms, and some engaged her in conversations on the same.

14 82. Based upon information and belief, Ms. Trueblood is very upset by Ms.  
15 McMinimee's continued engagement in the Tacoma community and her contact with a handful  
16 of former co-workers and has expressed her displeasure about this on more than one occasion.

17  
18 83. Upon information and belief, after Ms. Trueblood's hire certain employees of the  
19 TSD and of other entities who used to work with Ms. McMinimee said things to Ms. Trueblood  
20 that were laudatory of Ms. McMinimee. Upon information and belief, hearing positive things  
21 about Ms. McMinimee angered Ms. Trueblood.

22 84. Based upon information and belief, Ms. Trueblood has targeted other TSD  
23 employees who she believes are or were in contact with Ms. McMinimee for discipline and  
24 demotion. Current TSD employees have expressed fear to Ms. McMinimee that they will be

1 targeted by Ms. Trueblood for discipline and demotion if she believes that they are (or were) in  
2 contact with Ms. McMinimee, even if the contact is merely brief social contact.

3 85. Based upon information and belief, Ms. Trueblood shared with numerous TSD  
4 current and former employees, as well as employees of third parties that do business with the  
5 TSD, that she disliked “being in the shadow” of Ms. McMinimee, as well as Ms. McMinimee’s  
6 predecessor. Based upon information and belief, Ms. Trueblood regularly spoke derogatorily of  
7 both Ms. McMinimee and her predecessor.

8 86. Ms. McMinimee was advised that Ms. Trueblood and School Board Director  
9 Debbie Winskill (the School Board member who had previously criticized Ms. McMinimee for  
10 hiring “ethnic” staff members) were falsely telling others that TSD “fired” Ms. McMinimee, as  
11 well as were making other disparaging remarks about her. This constitutes TSD’s seventh and  
12 eighth breach of the Severance Agreement, paragraph 13, which bars the parties from disparaging  
13 each other, as well as a breach of the Severance Agreement and Release, paragraph 14, which  
14 requires all parties to communicate that Ms. McMinimee’s separation was a voluntary  
15 resignation.  
16

17 87. Upon information and belief, because of insecurity or some other reason, Ms.  
18 Trueblood simply does not like Ms. McMinimee and is now taking steps through her role as  
19 General Counsel and as supervisor of the Public Records Office to ensure that Ms. McMinimee’s  
20 legal and professional career is destroyed.  
21

### 22 III. CAUSES OF ACTION

23 88. Plaintiff incorporates the above paragraphs as if pled verbatim herein.

24 (Count One – Breach of Contract)

1            89.     Plaintiff incorporates the above paragraphs.

2            90.     In order to plead a breach of contract claim a plaintiff must establish a contractual  
3 duty, the duty's breach, and the breach proximately caused damage to the plaintiff. *Nw. Indep.*  
4 *Forest Mfrs. v. Dep't of Labor & Indus.*, 78 Wn. App. 707, 712 (1995).  
5

6            91.     The Severance Agreement and Release is an enforceable contract that sets out or  
7 otherwise incorporates duties that TSD and Ms. McMinimee owe each other.

8            92.     The TSD has breached the Severance Agreement and Release for the reasons set  
9 out in the above-fact section of this complaint.

10           93.     Defendant's breach of the Severance Agreement and Release has caused Ms.  
11 McMinimee damages in an amount to be proven at trial.

12                    **(Count Two – Violation of Covenant of Good Faith and Fair Dealing)**  
13

14           94.     Plaintiff incorporates the above paragraphs.

15           95.     The parties to a contract are required to perform the terms of the contract in good  
16 faith and in a manner that deals fairly with the other party.

17           96.     For the reasons stated above, TSD has not performed its contractual obligations  
18 with Ms. McMinimee in good faith.

19           97.     Defendant's conduct vis-à-vis Ms. McMinimee has caused her damages in an amount  
20 to be proven at trial.  
21

22                    **(Count Three – Declaratory Judgment – Privileged Status of Document)**  
23

24           98.     Washington's Declaratory Judgment Act, RCW 7.24.010 allows courts to adjudicate  
25 ripe disputes between two parties with opposing interests. The Declaratory Judgment Act is a

1 remedial and liberally construed statute that allows the court to ascertain the rights and liabilities  
2 among certain parties so as to terminate ongoing controversies and remove uncertainty.

3 99. In order to invoke the Declaratory Judgment Act, the plaintiff must establish “(1) ...  
4 an actual, present and existing dispute, or the mature seeds of one, as distinguished from a possible,  
5 dormant, hypothetical, speculative, or moot disagreement, (2) between parties having genuine and  
6 opposing interests, (3) which involves interests that must be direct and substantial, rather than  
7 potential, theoretical, abstract or academic, and (4) a judicial determination of which will be final  
8 and conclusive.” *Coppernoll v. Reed*, 155 Wn.2d 290, 300 (2005).

9  
10 100. The dispute between Plaintiff and Defendant is “present and existing” as Ms.  
11 McMinimee assesses that the NDD is a privileged and draft document that the TSD is not required  
12 to disclose under the PRA (and the Severance Agreement’s terms) whereas the TSD takes the  
13 opposite position.

14 101. The TSD and Ms. McMinimee have genuine and opposing interests as set forth  
15 above.

16  
17 102. Ms. McMinimee’s interests in resolving the dispute as to the privilege nature of the  
18 NDD is substantial because if the TSD disclosed the NDD to YSD on July 6, 2018, the YSD will  
19 use the NDD to justify firing Ms. McMinimee. Indeed, after May 10, 2018, YSD’s insurance defense  
20 counsel also submitted a Public Record Request to TSD seeking any and all information in TSD’s  
21 possession regarding Ms. McMinimee.

22 103. Lastly, a judicial determination as to the privileged (or draft) nature of the NDD will  
23 finally and conclusively resolve the issue of whether the NDD should be disclosed under not only  
24 the PRA but, due to its privileged nature, pursuant to a subpoena.



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**IV. PRAYER FOR RELIEF**

Plaintiff respectfully seeks:

A. All damages allowed under the law including incidental damages, consequential damages, and pre-judgment interest.

B. Attorneys' fees, costs, and litigation expenses.

C. A declaration that the Newly Discovered Document is privileged and exempt from disclosure.

D. All other relief that is just and equitable.

DATED this July 5, 2018.

CROTTY & SON LAW FIRM, PLLC

By:

  
Matthew Z. Crotty, WSBA No. 39284

MICHAEL LOVE LAW FIRM, PLLC

By:

  
Michael B. Love, WSBA No. 20529

Attorneys for Plaintiff