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

ALORA BOYD,

Plaintiff,

vs.

ACRO, INC. d/b/a CHICO'S PIZZA
PARLOR, and, MITCHELL ZORNES,

Defendants.

Case No.

**COMPLAINT & DEMAND FOR JURY
TRIAL**

The Plaintiff, ALORA BOYD, by and through MATTHEW Z. CROTTY, of CROTTY & SON LAW FIRM, PLLC, complains of Defendants and alleges as follows:

I. PARTIES, JURISDICTION, & VENUE

1. Alora Boyd was employed by the above-captioned Defendants during the time-frame relevant to this lawsuit and worked in Grant County, Washington, on behalf of Defendants.

2. Defendant Arco, Inc. is a corporation that is licensed to do business in the State of Washington. Acro, Inc. does business as Chico's Pizza Parlor ("Chico's) and its Registered Agent is Mitchell Zornes. At all times relevant to this lawsuit Acro employed eight or more employees.

1 For the purpose of this complaint Acro, Inc. will be referred to as “Chico’s.”

2 3. Defendant Mitchell Zornes is Chico’s owner and was Ms. Boyd’s supervisor at all
3 times relevant to this lawsuit. Mr. Zornes resides in Grant County, Washington.

4 4. The Grant County Superior Court has jurisdiction over this case.

5 5. Venue is proper in Grant County because, *inter alia*, Defendants conduct business in
6 Grant County and the acts and omissions giving rise to Ms. Boyd’s complaint took place in Grant
7 County, Washington.

8 II. FACTS

9 6. Ms. Boyd incorporates the above facts as if pled verbatim herein.

10 7. Ms. Boyd started working for Chico’s in 2016. She was age eighteen and recently
11 graduated from high school.

12 8. Ms. Boyd’s starting wage was \$9.47/hour.

13 9. By February 3, 2021, Chico’s employed Ms. Boyd as a General Manager for
14 \$16.75/hour, plus tips and other financial incentives.

15 10. Mr. Zornes served as Ms. Boyd’s boss, was Chico’s owner (after having inherited the
16 business from his father), and was described as “pervy Mitch” by some female employees.

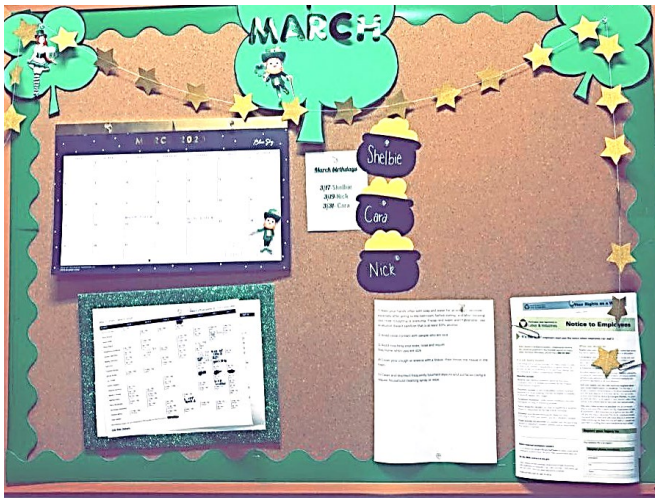
17 11. Mr. Zornes is approximately 55 years old and was single during the time Chico’s
18 employed Ms. Boyd.

19 12. Throughout the time Ms. Boyd worked Chico’s Mr. Zornes was known to making
20 inappropriate comments to women in the workplace; it was a standard part of his “pervy Mitch”
21 persona. For example, he would criticize Ms. Boyd if she did not wear make up to work. And he
22 would compliment her make-up by saying it made her look like a porn star.
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1 13. Mr. Zornes also had sexualized imagery in the office he shared with the general
2 managers. For example, this framed poster hung on the wall:



13 14. When Ms. Boyd would make a holiday bulletin board display, Mr. Zornes would add
14 his own “naughty” touches, like leprechaun with crazy cleavage:

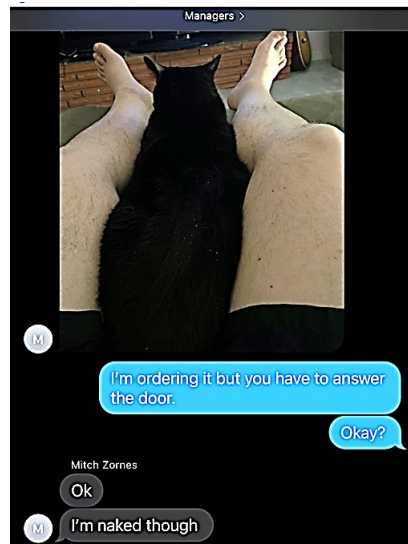


15. He posted sexualized imagery on the bulletin board more than once:



16. Another time, a manager was heading to Winco to purchase supplies including holiday décor. There was discussion of an Easter bunny, and Mr. Zornes chimes in by text, "A sexy Easter bunny with big baskets." And then soon, "I guess I ended that conversation."

17. Indeed, Mr. Zornes would make a sexualized joke of anything; see, for example the photo he sent to female managers announcing he was "naked" after requesting said managers deliver order-out food to him:



1 18. In 2019, Mr. Zornes opened a photo studio near Chico's with the intent to develop a
2 portfolio of "Boudoir photos;" and, in furtherance of that plan asked several women to serve as
3 models. Ms. Boyd understood this was an outgrowth of other photo projects housed in his basement.

4 19. During the Spring of 2018, Mr. Zornes asked Ms. Boyd if she would like to model
5 for him.

6 20. Ms. Boyd (who was not making tips at the time because the pizza parlor burnt down)
7 agreed and attended three photo shoots. The first photo shoot involved headshot portraits. The
8 second photo shoot, however, involved a beach background and Mr. Zornes' request that Ms. Boyd
9 model swimsuits Mr. Zornes bought off of Amazon. Ms. Boyd reluctantly agreed to this shoot. The
10 third modelling session, involved Mr. Zornes requesting that Ms. Boyd model lingerie including
11 thongs, corsets, bra-lets, pasties, heels, body jewelry, and basically anything one might use for porn
12 or scandalous photos. Ms. Boyd rejected this request but agreed to a less revealing "school-girl"
13 dress in front of a greenscreen.
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15 21. Following this third photo shoot (and troubled by Mr. Zornes' requests of her during
16 that photo shoot) Ms. Boyd never went back to take photos even though Mr. Zornes requested that
17 she do so.
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19 22. In the subsequent months, Mr. Zornes would tell Ms. Boyd stories about how so-and-
20 so arrived at the photo studio, that they didn't start taking pictures until one in the morning, and that
21 Mr. Zornes was making porn in the studio.

22 23. Despite having other professional spaces to hold staff meetings at the restaurant, Mr.
23 Zornes would request the restaurants managers join him in the photo studio for staff meetings,
24 exposing them to the sexualized props. In that way, Ms. Boyd noticed when Mr. Zornes added a
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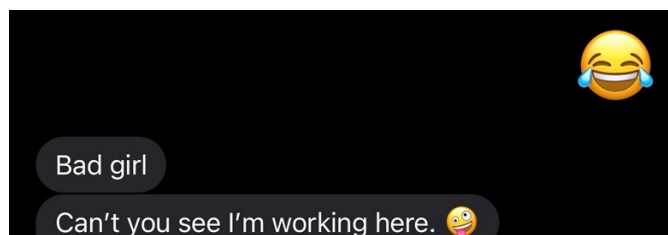
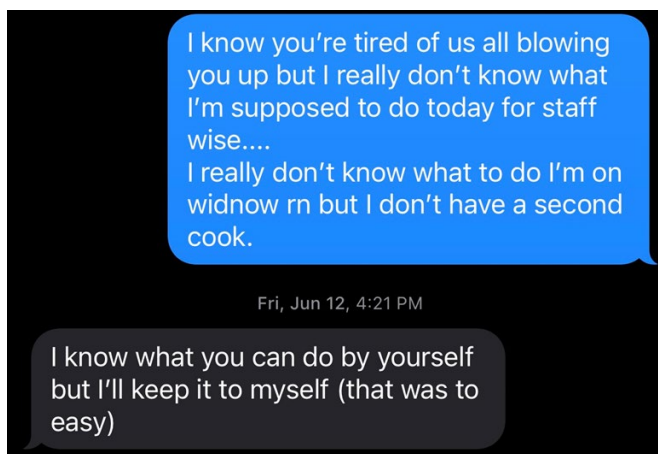
1 makeshift bed in front of green screen as part of his photo studio.

2 24. Once Ms. Boyd turned on the work computer, and it was booted up to an Escort
3 website complete with ages and prices of sex-workers. She warned Mr. Zornes that he should not
4 have such sexualized content on his work computer.

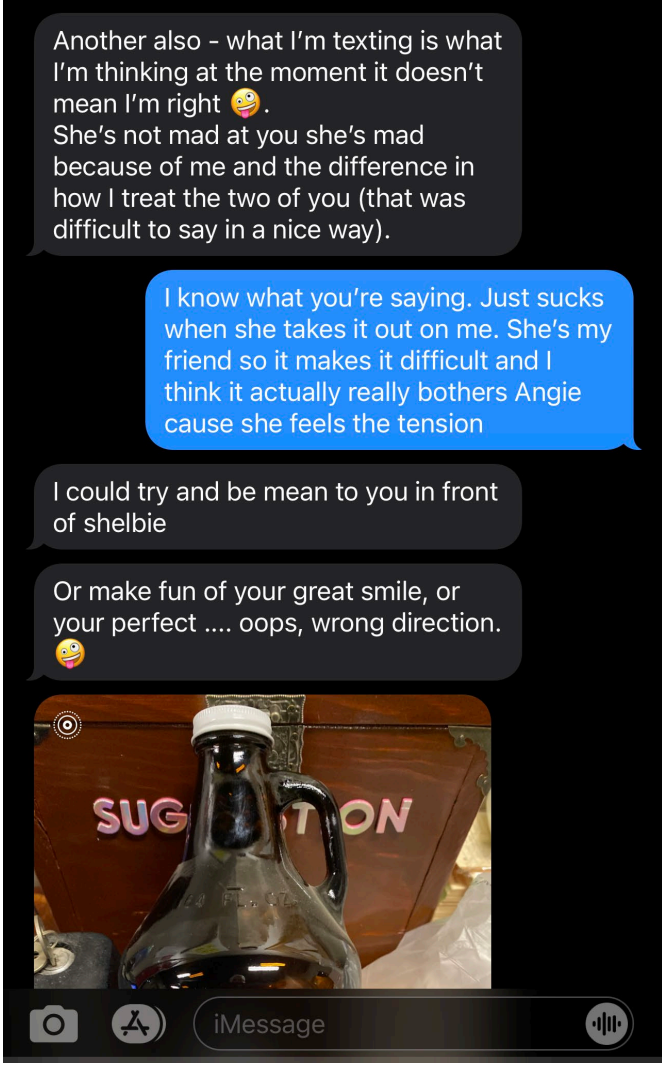
5 25. Mr. Zornes also referenced his pornography businesses by telling Ms. Boyd that he
6 knew how to download free music for her social media promotional videos through his “free music
7 for porn” application that was also visible as a tab on the work computer.

8 26. Mr. Zornes’ inappropriate behavior towards Ms. Boyd ramped up beginning in June
9 2020.

10 27. On June 12, 2020, Ms. Boyd texted Mr. Zornes regarding a staffing issue to which
11 Mr. Zornes responded (Boyd = blue text background; Zornes = black text background):
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2 30. He also sent texts like this one, referring to Ms. Boyd as his “baby girl.”



12 31. During Summer 2020, several employees at Chicos became ill with COVID, and the
13 pizza parlor temporarily closed.

14 32. Mr. Zornes, who owned a recently vacated rental unit, offered Ms. Boyd two months
15 of free rent in exchange for her repainting the rental unit and then moving into the rental and agreeing
16 to a six-month lease. Ms. Boyd moved into the rental along with her boyfriend of three years. Mr.
17 Zornes never acknowledged Ms. Boyd’s boyfriend as a legitimate relationship, and instead called
18 him her “roommate.”
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20 33. On July 19, 2020, Mr. Zornes texted Ms. Boyd, “**I want you.**” And in a second text,
21 immediately after: “**\$5000.**” Ms. Boyd understood he was asking to pay her for sex:
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34. Ms. Boyd again made clear that Mr. Zornes' conduct was unwelcome:

1 Ford give for my rudeness

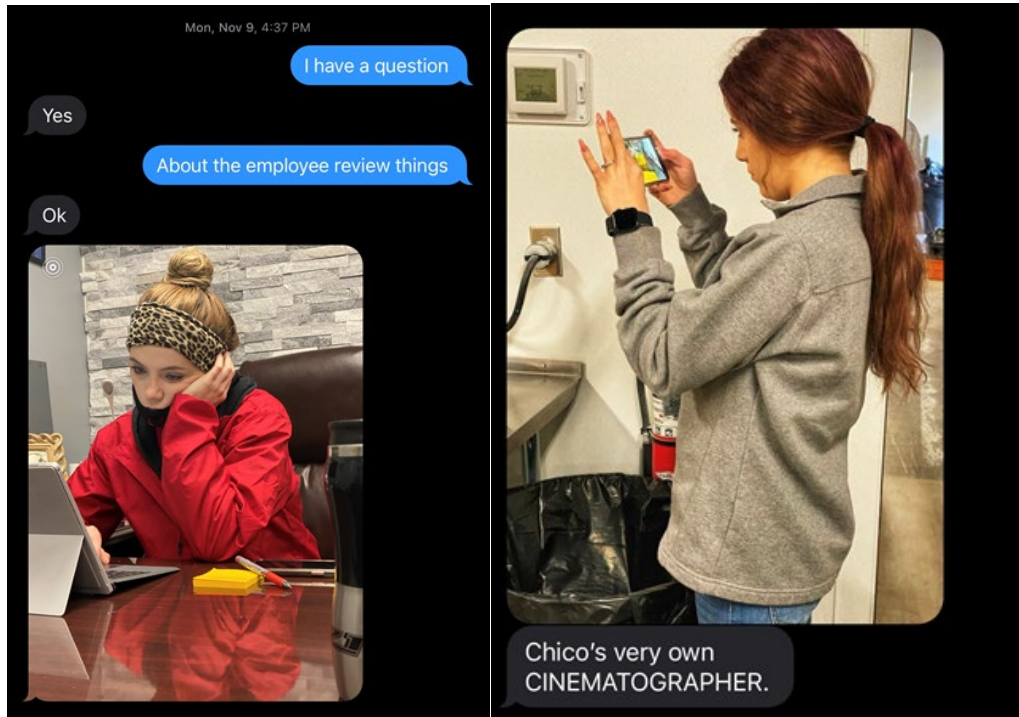
2 Sun, Jul 19, 6:35 PM

3 Just get it together.
4 This is what the second time now
5 you've had an infatuation with me. It
6 sucks and it makes me uncomfortable
7 and I feel like it effects my ability to be
8 a good employee . I don't want that to
9 happen. I want to be comfortable at
10 work and comfortable in this house.
11 I'm sorry but I just want to make it
12 very clear to you how i feel so we can
13 put this behind us and move forward
14 please.
15 You were doing so good with the shot
16 and I understand feeling lonely but I
17 cannot fix that for you. Only you can...

18 Thu, Jul 23, 5:21 PM

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35. Ms. Boyd shared the \$5000 indecent proposal text with Ms. Millner, who, in turn, confronted Mr. Zornes. Ms. Millner told Mr. Zornes words to the effect: "She's close to the same age as your daughter, you can't do that. Would you want someone to do this to your daughter?"

36. After July, there was a pause in his inappropriate behavior; however, in Fall of 2020, Mr. Zornes began taking photos of Ms. Boyd and sending them to her for no reason.



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12 37. In September 2020 Mr. Zornes threatened to abandon the business if Ms. Boyd (and
13 other female co-workers, his “three angles”) would not give him the special female attention he
14 required from his managers.
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Wed, Sep 9, 7:09 PM

Mitch Zornes

for my three angles - its with a heavy heart that i pass on the news that after almost a year i can assure you there is nothing for me here. Therefore I am going back to the other side. I tried but I dont fit in anywhere, no matter if im clean and sober or a drunk no one wants me. Its ok because it is what it is. At least this way I wont feel anything. anyone that feels they need to "tell" on me can find another fucking job because i will cut you loose. those that continue their job will of course still have a job.

M

Shelbie

What are you even talking about ?

Wait wtf?

Do I need to be worried?

Mitch Zornes

i should have said nothing. sorry to have bothered you with my shit

No Mitch stop

Just please get help

We obviously care about you

Thu, Sep 10, 2:03 AM

Mitch Zornes

our definitions of caring are different I wanted someone to care enough to wipe the tears from my eyes as I watched a sad movie I wanted someone to hold me at night. I wanted someone to care enough to sleep with me. That's what I don't have that's what I want and that's what no one wants to give me.

M

it was wrong if me to text anything to you guys. youre neither responsible or the cause of any of my problems. i am sorry

M


Thu, Sep 10, 7:51 AM

Mitch Zornes

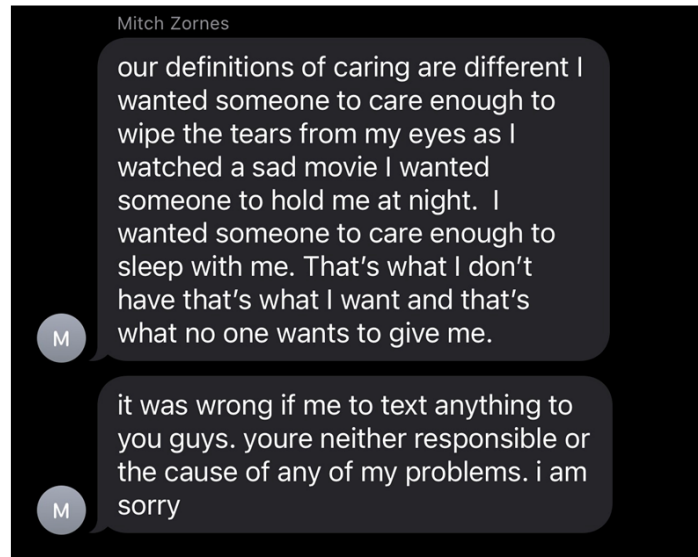
sorry

M

So you're saying you want me and Shelbie to find different jobs because we tell Brian and Kelly about you drinking? Because we want them to help you grow and we know that we can't really do much but that maybe your friends can? That's not very nice. We just want to best for you. And if that comes with "tatteling" so that you can get help when you need it then yeah I'm gonna tattle. I don't think any one of us want you to drink.... Chico's is a better place when you don't. And yeah maybe this has been a rough year through ups and downs but that's how life is. It's never easy. "Courage isn't having the strength to go on... it is going on when you don't have the strength." I'm sorry Mitch but like what? You want us just to not care about you?



1 38. On Thursday September 10, 2020 at 2am he wrote to Ms. Boyd and two other
2 female employees:



12 39. On November 9, 2020 Ms. Boyd was taking a picture of a female co-worker for the
13 restaurant's Instagram page. While she was taking this picture, Mr. Zornes pulled out his phone
14 and took a picture of this employee's butt right in front of Ms. Boyd. Ms. Boyd immediately
15 confronted him, and he tried to deny it. She later told another manager about the incident and she
16 confronted him as well telling him that behavior was not okay. Again Mr. Zornes tried to deny it.

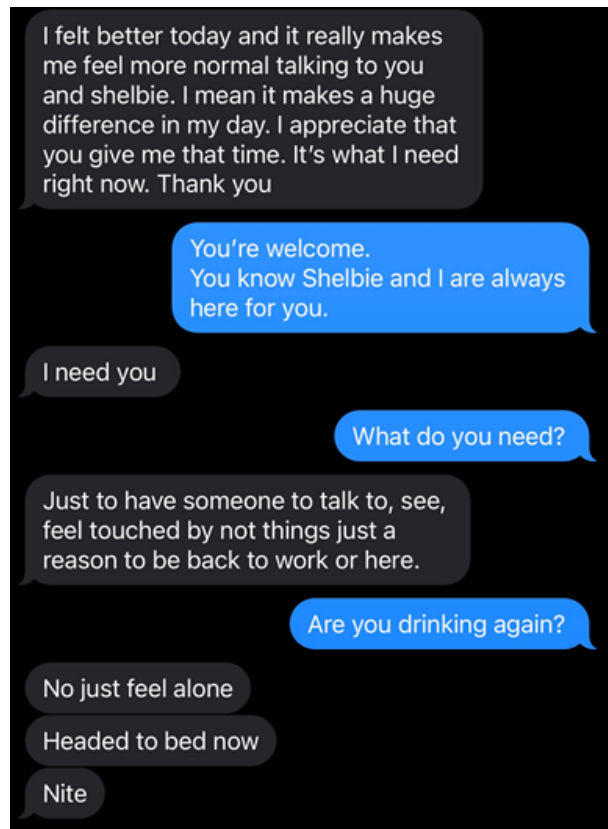
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18 40. Around this same time, after Ms. Boyd made clear that he should not talk about her
19 body at work, Mr. Zornes started calling her CB, which typically stands for Canadian Bacon in
20 their restaurant. She asked him what he meant by "CB? Canadian bacon?" He said, "Cute butt"
21 and proceeded to constantly call her "CB" as a nickname.

22 41. After promoting Ms. Boyd to General Manager in January 2021, Mr. Zornes found
23 frequent opportunities to pull Ms. Boyd into the office, and at those times, he frequently talked about
24 personal issues, not work. He made it clear that a General Manager was meant to "really be there for
25

1 him,” inside *and outside* the pizza parlor. Mr. Zornes would tell her that he needed to “trust” her.
2 He would strongly hint to Ms. Boyd “How can I trust you if you don’t trust me enough to be with
3 me more romantically.” And he would bring up the past, including him hitting on Ms. Boyd and
4 offering to pay her for sex. Sometimes he would say he was “sorry he burned the bridges” or
5 “damaged the relationship,” but still bringing the dynamic up made Ms. Boyd extremely
6 uncomfortable, and Mr. Zornes knew that but continued with the behavior.

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8 42. Ms. Boyd proceeded to walk a fine line between remaining supportive for a boss who
9 she relied on for her excellent income during this pandemic and deflecting his sexual harassment.



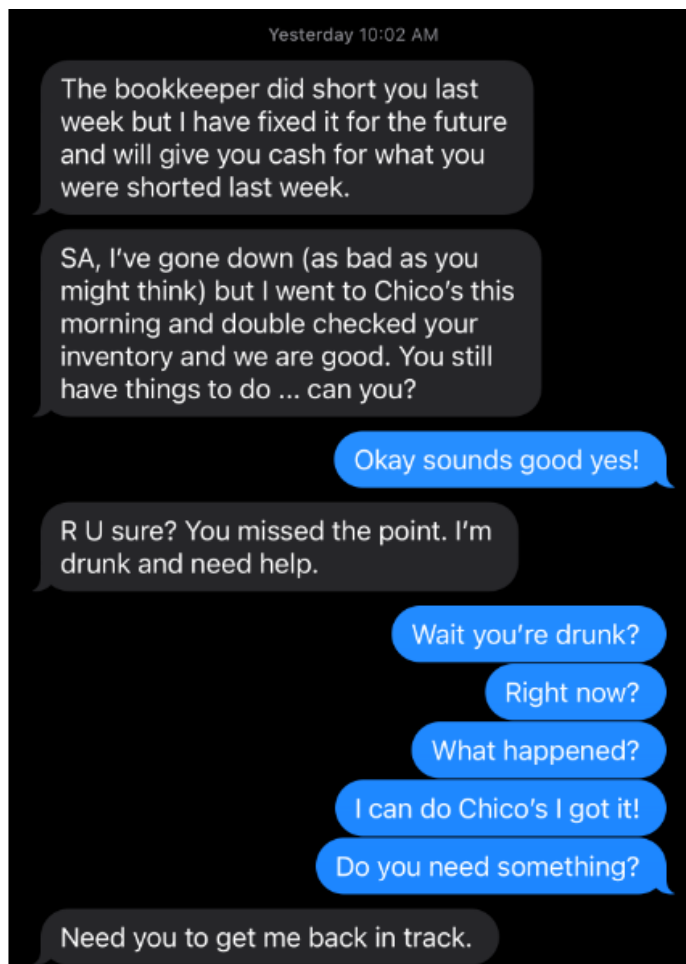
1 43. Mr. Zornes had a history of taking female employees to spend the night with him
2 at Quest Casino, but Ms. Boyd who had a serious boyfriend (and was under 21) had never done
3 that.

4 44. In early 2021, Mr. Zornes pulled one of Ms. Boyd’s co-workers, Angie Cardenas
5 into his office to say, “Ms. Boyd won’t go to Quest Casino alone with me.” Mr. Zornes then
6 proposed to Cardenas that they all go together; he said that he would purchase the girls their own
7 rooms and pay for the gambling and everything. He really wanted Ms. Cardenas to persuade Ms.
8 Boyd to agree to go with him.

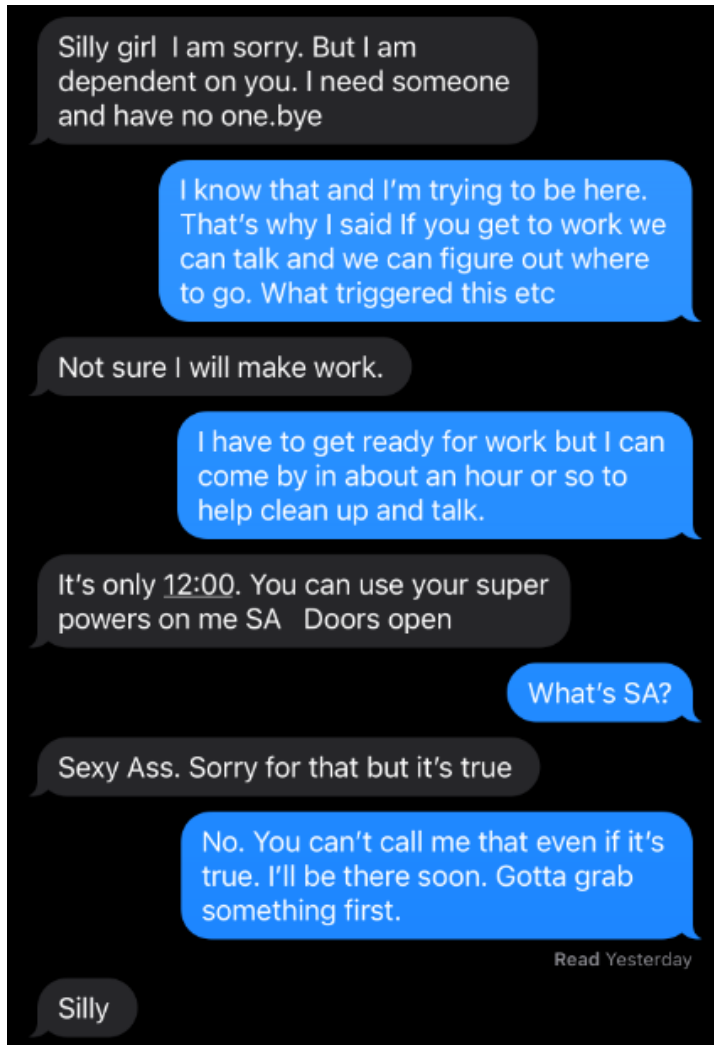
9 45. This situation came up in one of the General Manager meetings between Ms. Boyd
10 and Mr. Zornes. He got mad saying things like, “You are *never* going to go to Quest with me.”
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12 46. Mr. Zornes also made antagonistic comments to Ms. Boyd about her not wanting to
13 do additional photo shoots with him. He said words to the effect of, “I bought you those dresses and
14 we never took pictures with them” and “I even made comments on how I was taking down the studio,
15 implying that I wanted you to take more and you didn’t.”

16 47. On February 1, 2021, the tension with Mr. Zornes culminated when Ms. Boyd
17 detected a discrepancy in her pay stub and asked Mr. Zornes about it. Note: in this context, SA =
18 Sexy Ass, his way of still sexualizing her even after she had told him it was not okay.
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16 48. Ms. Boyd understood Mr. Zornes wanted support at his house, but she did not feel
17 comfortable going to his house alone so asked co-worker Angie Cardenas to accompany her:
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49. Arriving at his house around 1 p.m., Ms. Boyd and Ms Cardenas found Mr. Zornes' door was unlocked, and Mr. Zornes was on his chair.

50. Conversation ensued. During this conversation Mr. Zornes continuously referred to the women as "Dear" and claimed he couldn't take them seriously because they were "so beautiful or so sexy."

51. At some point, Mr. Zornes was across the kitchen counter from Ms. Boyd. He reached over placed his hand on her cheek, cupping the cheek, and rubbing his thumb across it as if

1 he were going to kiss her. Mr. Zornes then walked around the counter and placed his hand on her
2 back by her shoulder blades. Mr. Zornes also tugged on Ms. Boyd's sweatshirt several times.

3 52. Ms. Boyd and Ms. Cardenas left as soon as possible after the physical contact.

4 53. Upon reaching the safety of her vehicle, Ms. Boyd began sobbing, telling Ms.
5 Cardenas that she did not believe the situation would ever improve, and then proceeded to work her
6 shift that day.

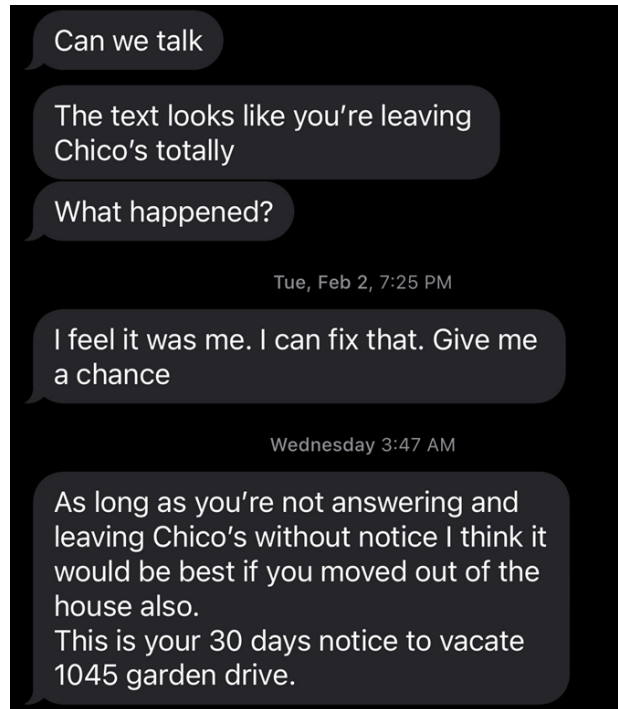
7 54. At 2:36 pm, Mr. Zornes texted: "I'm sorry I made you feel bad. I just wanted

8 55. At 6:55 pm Mr. Zornes texted: "I wanted something to hold on to even if it was a
9 lie."
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11 56. That night after work, Ms. Boyd called Ms. Millner and told her she could not handle
12 Mr. Zornes' harassment any longer. Ms. Millner said she had not realized it had become so bad, but
13 that she completely understood. She assured her that she could/would take care of managing the
14 restaurant if Ms. Boyd need to resign.

15 57. The next day, on February 2, 2021, Ms. Boyd resigned in writing and by text:

16 58. Mr. Zornes responded with a series of texts:
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17 59. On February 3, 2021, Ms. Boyd made a police report to the Moses Lake Police
18 Department describing Mr. Zornes' unwanted touching which occurred on February 1, 2021.

19 60. On February 3, 2021, Mr. Zornes told Ms. Boyd that he was terminating her lease
20 because she would not respond to his texts.

21 III. CAUSES OF ACTION

22 61. Ms. Boyd incorporates the above paragraphs as if pled verbatim herein.

23 **(Count One – Violation of the Washington Law Against Discrimination RCW 49.60.180 –**
24 **Quid Pro Quo**

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2 62. “Two types of sex discrimination claims are recognized—the quid pro quo sexual
3 harassment claim, where the employer requires sexual consideration from the employee for job
4 benefits, and the hostile work environment claim.” *Antonius v. King Cty.*, 153 Wn.2d 256, 261
5 (2004).

6 63. Mr. Zornes engaged in overt quid-pro-quo behavior frequently in his text messages.
7 For example when he asked repeatedly that she come to his home as part of her General Manager
8 duties:

- 9
- 10 • “I need someone to get me back on track.”
 - 11 • “Silly girl. I am dependent on you. I need someone and have no one.”
 - 12 • “I wanted someone to hold me at night. I wanted someone care enough to sleep
13 with me.”

14 64. In a documented exchange between Ms. Boyd and Mr. Zornes regarding job
15 responsibilities Mr. Zornes demanded Ms. Boyd’s “support” in exchange for Ms. Boyd having
16 control over her work schedule. To wit:

17 I have done some things for you and promised others. I am trying to get your
18 attention and for you to see what things can be like or what your life could be with
19 someone there to support you in ways I can. I also need support. I need to know
20 youre [sic] “in” at least 90%. I wish I could define what exactly that means but it's
21 a feeling that we should both have about each other. You get to control (to some
22 degree) the days you work, the hours you put in and who you work with - these
23 things are unprecedented for a 23 year old to have over her job. I know you can do
24 the job but if you don’t believe it or don’t feel you can or won’t trust me, it could
25 turn from a nice position with benefits to a daily pain for us both.

65. He chastised her for accepting the General Manager position but still not being
willing to do the additional photo shoots. He also chastised her for being unwilling to go to the
Quest on an overnight trip. Indeed, on February 1, 2021 when Ms. Boyd went to help him at his

1 house against her better instinct, she did so because she understood that if she wanted to keep the
2 General Manager job, she needed to be willing to take on these special personal duties related to
3 Zornes.

4 66. Defendants' discrimination has caused Ms. Boyd damages in an amount to be proven
5 at trial. Further, in order to recover past and future lost wages it is of no consequence that Ms. Boyd
6 resigned and was not fired as the Washington State Supreme Court makes clear that an employee
7 seeking such damages does not need to show she was outright fired or even constructively
8 discharged. *Martini v. Boeing Co.*, 137 Wn.2d 357, 376 (1999).

9
10 **(Count Two – Violation of Washington Law Against Discrimination – RCW 49.60.180**
11 **Hostile Work Environment)**

12 67. In order to prevail on a hostile work environment claim the plaintiff must show that
13 the conduct (1) was unwelcome, (2) occurred because of sex, (3) affected the terms or conditions of
14 employment, and (4) is imputed to the employer. *Glasgow v. Ga-Pac. Corp.*, 103 Wn.2d 401, 406–
15 07, 693 P.2d 708 (1985).

16 68. Defendants' conduct was unwelcome. Ms. Boyd along with her co-workers
17 repeatedly told Mr. Zornes that his behavior was not okay. This happened most explicitly in July
18 2019, when she told him by text: "It sucks and makes me feel uncomfortable and I feel like it effects
19 my ability to be a good employee. ... I just want to make it very clear to you how I fell so we can
20 put this behind us and move forward please." She also told him repeatedly that she did not want to
21 go to Quest with him because she had a boyfriend, and he continued to pressure her. She told him
22 it was not okay to call her "SA" = Sexy Ass and he immediately proceeded to call her the acronym
23 again. Her coworker Ms. Millner also told Mr. Zornes that the way he treated Ms. Boyd was not
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1 okay.

2 69. Defendants' actions toward Ms. Boyd were clearly because of her sex; he never asked
3 for this sort of special "at home" support from a male employee. Nor did he call the male employee
4 "Sexy Ass" or "Cute Butt." He did not invite male employees to go to Quest Casino. Indeed, the
5 treatment towards Ms. Boyd was not for just any woman; he made it clear via text that he considered
6 Ms. Boyd to be an especially sexy woman. Referencing the tension this created with other women
7 in the workplace he described to her via text: "She's not mad at you she's mad because of me and
8 the difference in how I treat the two of you (that was difficult to say in a nice way.) [Read: he was
9 trying to avoid saying, she is mad because I don't think she's sexy like I think you're sexy.] He never
10 asked male employees to be photographed. He did not give gifts of Gucci purses to male employees.
11

12 70. Defendants' actions affected the terms and conditions of her employment. Especially
13 after her advancement to General Manager, Mr. Zornes repeatedly told Ms. Boyd that she needed to
14 offer him special "personalize care" as part of her expanded duties. That's why he kept pulling her
15 in to the office for General Manager discussions that would turn in to "I need someone to love me
16 and take care of me" sessions. And on February 1, 2021, he made this explicitly clear; Ms. Boyd
17 thought they were discussing her "still having things to do at work," but he said, "**You missed the**
18 **point. I'm drunk and need help.**" She tried to keep it professional: "I can do Chico's. Do you
19 need something?" And he replied, "**Need you to get me back in track.**" ... **I am dependent on**
20 **you. I need someone and have no one.**" She asked him to come to work, so she could help him
21 there, but he said he didn't think he could make work.
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23 71. The above conduct can easily be imputed upon Chicos and Mr. Zornes.

24 72. Defendants' actions caused Ms. Boyd damages in an amount to be proven at trial.
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1 **(Count Three – Violation of Washington Law Against Discrimination – Retaliation)**

2 73. WLAD’s anti-retaliation provision provides, in part:

3 It is an unfair practice for any employer, employment agency, labor union, or other
4 person to discharge, expel, or otherwise discriminate against any person because he
5 or she has opposed any practices forbidden by this chapter, or because he or she has
6 filed a charge, testified, or assisted in any proceeding under this chapter. RCW
7 49.60.210.

8 74. Ms. Boyd opposed gender discrimination by reporting Mr. Zornes’ conduct to the
9 police and by resigning her employment with Defendants.

10 75. Mr. Zornes retaliated against her by ending his lease with her.

11 76. Mr. Zornes’ actions caused Ms. Boyd damage in an amount to be proven at trial.

12 **(Count Four – Wrongful discharge in violation of public policy)**

13 77. As an alternative to her WLAD claims, Ms. Boyd brings a claim for wrongful
14 discharge in violation of public policy.

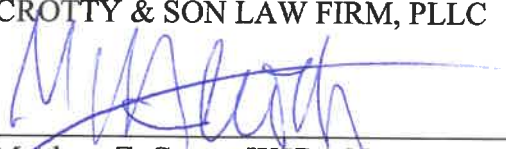
15 78. Proof of such a wrongful discharge claim does not require the employer to outright
16 fire the employee but does require the employee to establish what is called “constructive
17 discharge.”

18 79. “To establish constructive discharge, the employer must engage in a deliberate act
19 that made working conditions so intolerable that a reasonable person would have felt compelled
20 to resign.” *Wahl v. Dash Point Family Dental Clinic, Inc.*, 144 Wn. App. 34, 44 (2008). The
21 “intolerable” element can be shown by aggravated circumstances or a pattern of conduct. *Id.*
22 Additionally, the employee must show that she resigned because of the conditions and not for
23 some other reason, like finding a better job. *Id.*

1 DATED this 24th, of February 2021.
2
3

4 CROTTY & SON LAW FIRM, PLLC

5
6 By:


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8 905 West Riverside Ave. Ste. 404
9 Spokane, Washington 99201
10 Telephone No. 509.850.7011

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25 Attorneys for Plaintiff