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KING COUNTY  
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CASE NUMBER: 17-2-10819-7 SEA

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

ANGELA WELLS individually,

Plaintiff

vs.

SWEDISH MEDICAL GROUP, a division of  
SWEDISH HEALTH SERVICES, a  
Washington non-profit corporation,  
CHANDRA ARELLANO, individually, and  
CHANDRA ARELLANO and JOHN DOE  
ARELLANO and the marital community  
comprised thereof.

Defendants.

NO.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, by and through her attorneys of record, and states and  
alleges as follows:

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## I. PARTIES

1.1 Plaintiff Angela Wells, is an adult resident of Seattle, Washington.

1.2 Defendant Swedish Medical Group ("Swedish") is a division of Swedish Health Services, a non-profit corporation providing health care services in the county of King, State of Washington. The acts and omissions alleged in this Complaint arose out of Defendant's performance of business activities in the city of Seattle, county of King, in the state of Washington.

1.3 On information and belief, Defendants Chandra Arellano and John Doe Arellano are adult residents of King County, Washington. The acts and omissions of Defendant Chandra Arellano were performed for her personal benefit, as an agent of Swedish, and, upon information and belief, for the benefit of her marital community.

1.4 The wrongful acts alleged by Plaintiff occurred in whole or in part in King County, Washington.

## II. JURISDICTION AND VENUE

2.1 The Superior Court of Washington has jurisdiction over Plaintiff's claims, pursuant to RCW 2.08.010 and RCW 49.60.030.

2.2 Venue in King County is appropriate pursuant to RCW 4.12.025.

## III. FACTS

3.1 The preceding Paragraphs are hereby incorporated as if fully set forth herein.

3.2 At all times relevant hereto, Plaintiff was female, black, over the age of forty, and had exercised her right to take intermittent leave pursuant to the Family and Medical Leave Act due to headaches and anxiety.

3.3 Swedish hired Plaintiff in 2000. At the time of her termination, Plaintiff's job title was Financial Counselor. At all times during her employment, Plaintiff performed her job

1 duties in satisfactory manner.

2           3.4 Defendant Arrellano worked with Plaintiff as a co-worker. Defendant Arrellano  
3 falsely accused Plaintiff of bullying. After Defendant Arrellano made this false accusation,  
4 Plaintiff's job environment deteriorated substantially. As a result of Defendant Arrellano's false  
5 accusations, Plaintiff's medical conditions were exacerbated. Among other things, Plaintiff lost  
6 her hair, had stomach cramps and experienced increased anxiety.

7           3.5 Defendant Swedish treated Defendant Arrellano (who is white, under forty and  
8 had not exercised her right to take medical leave) more favorably than Plaintiff. Among other  
9 things, Defendant Swedish did not take any disciplinary action against Defendant Arrellano  
10 who regularly swore at work and took unscheduled breaks. Defendant Swedish also failed to  
11 investigate Plaintiff's side of the situation, and instead, forced Plaintiff to be subjected to an  
12 ongoing hostile work environment. Furthermore, Defendant Swedish terminated Plaintiff as a  
13 result of Defendant Arrellano's false accusations. As a result of Defendant Arrellano's false  
14 accusations, Defendant Swedish terminated Plaintiff's employment.

15           3.6 Defendant Swedish fostered a work environment which supported racism and  
16 the perpetuation of racist stereotypes. Plaintiff was subjected to an ongoing hostile  
17 environment, for example, she received a text message from a co-worker calling her a "dbb",  
18 which is an acronym for "dumb black bitch." By way of further example, Plaintiff's husband  
19 (who is also black) was falsely accused of "revving his engine" and otherwise behaving in  
20 violent manner towards Defendant Arrellano.

21           3.7 Upon information and belief, Plaintiff's position and/or job duties were replaced  
22 by a person who is white and/or under the age of forty and/or had not exercised the right to  
23 take medical leave.

24           3.8 Defendants' conduct has caused continuous and ongoing harm to Plaintiff.  
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**IV. CLAIMS AND CAUSES OF ACTION**

**A. VIOLATION OF THE WASHINGTON LAW AGAINST DISCRIMINATION  
(AGE and RACE DISCRIMINATION) (RCW 49.60)**

4.1 Plaintiff reincorporates and alleges, as if fully set forth herein, all allegations set forth above.

4.2 The actions of Defendants described above violated the Washington Law Against Discrimination (RCW 49.60 *et seq.*) by discriminating against Plaintiff based upon her race and age.

4.3 Defendants' actions and/or omissions in this regard caused Plaintiff substantial and ongoing damages.

**B. CLAIM FOR HOSTILE WORK ENVIRONMENT**

4.4 Plaintiff reincorporates and alleges, as if fully set forth herein, all allegations set forth above.

4.5 The actions of Defendant Arellano and other co-workers of Plaintiff, as described above, violated the Washington Law Against Discrimination by creating a hostile work environment for Plaintiff on the basis of her race and age that substantially interfered with her ability to perform her job for Defendant Swedish.

4.6 Defendant Swedish knew or should have known that Defendant Arellano and other co-workers of Plaintiff, were creating a hostile work environment for Plaintiff based upon her race and age.

4.7 Defendant Swedish's officers, managers and agents failed to take prompt and appropriate remedial action to eliminate the hostile work environment for Plaintiff after Defendant Swedish knew or should have known of the existence of the hostile work environment for Plaintiff.

1           4.8     Defendant Swedish has imputed liability for the hostile work environment  
2 created by Defendant Arrellano and other co-workers of Plaintiff under the Washington Law  
3 Against Discrimination by failing to take prompt, appropriate remedial action.

4                           ***D.     CLAIM FOR UNLAWFUL RETALIATION***

5           4.9     Plaintiff reincorporates and alleges, as if fully set forth herein, all allegations set  
6 forth above.

7           4.10    Defendant Swedish retaliated against Plaintiff for taking intermittent medical  
8 leave by failing to take remedial action on to correct a hostile work environment and by firing  
9 Plaintiff.

10          4.11    The actions of Defendant Swedish caused and continues to cause Plaintiff  
11 substantial and ongoing damages.

12                           ***E.     OUTRAGE***

13           4.12    Plaintiff re-alleges and incorporates by reference all preceding factual  
14 allegations.

15           4.13    Defendants' conduct was extreme and outrageous.

16           4.14    Defendants intentionally and recklessly inflicted emotional distress upon  
17 Plaintiff.  
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19           4.15    As a result of Defendants' conduct, Plaintiff suffered severe emotional distress.  
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21                           ***F.     NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS***

22           4.16    Plaintiff re-alleges and incorporates by reference all preceding factual  
23 allegations.

24           4.17    Defendants' conduct was negligent insofar as Defendants failed to use  
25 reasonable care to avoid causing Plaintiff emotional distress.

1           4.18   As a result of Defendants' conduct, Plaintiff suffered severe emotional distress  
2 evidenced by objective symptomology.

3                                   **G.       VIOLATION OF PUBLIC POLICY**

4           4.19   Plaintiff re-alleges and incorporate by reference all preceding factual allegations.

5           4.20   The clearly established public policy of Washington state prohibits  
6 discrimination on the basis of race or age or taking medical leave.  
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8           4.21   The effect of Defendant Swedish's practices has deprived Plaintiff of equal  
9 employment opportunity and has otherwise adversely affected her status as an employee  
10 because of taking medical leave and on the basis of race and age.

11           4.22   Defendants' actions were in contravention of Washington state public policy.

12           4.23   Defendants' practices as set forth above toward Plaintiff caused, and continue  
13 to cause, Plaintiff to suffer irreparable and ongoing damages, in amounts to be proven at trial.  
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15                                   **H.       NEGLIGENT SUPERVISION**

16           4.24   Plaintiff incorporates each of the allegations which are stated above in support  
17 of this cause of action.

18           4.25   Defendant Arrellano acted in the scope of her employment when she engaged in  
19 the wrongful conduct described in this complaint.

20           4.26   Defendant Swedish breached the duty of ordinary care and other duties owed  
21 Plaintiff, including but not limited to, Swedish's duty to train and supervise Defendants  
22 Arrellano.

23           4.27   Plaintiff was damaged by the wrongful conduct of the Defendants.  
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***I. BREACH OF CONTRACT***

4.28 Plaintiff incorporates each of the allegations which are stated above in support of this cause of action.

4.29 Pursuant to an enforceable agreement between Plaintiff and Defendant Swedish, Plaintiff performed services for the benefit of Defendant Swedish with the expectation that she would be treated equally to similarly situated employees who were non-black, under the age of forty and who had not taken medical leave.

4.30 Defendant Swedish breached their agreements with Plaintiff by discriminating against her and by failing to treat her equally to other employees who were under forty, non-black and who had not taken medical leave.

***J. INTENTIONAL INTERFERENCE WITH BUSINESS EXPECTANCY***

4.31 Plaintiff incorporates each of the allegations which are stated above in support of this cause of action.

4.32 Plaintiff had a valid contractual relationship and/or business expectancy with Defendant Swedish.

4.33 Defendant Arrellano had knowledge of Plaintiff's business relationship and/or expectancy with Defendant Swedish.

4.34 Defendant Arrellano, through unfounded and inaccurate allegations against the Plaintiff, induced Defendant Swedish to terminate the business relationship and/or expectancy with the Plaintiff.

4.35 Defendant Arrellano's interference was for an improper purpose and/or accomplished through improper means.

1           4.36    As a result of Defendant's acts and omissions as set forth herein, Defendant  
2 Arrellano intentionally interfered with Plaintiff's ability to maintain ongoing employment,  
3 causing Plaintiff to suffer irreparable and ongoing damages.  
4

5                               **V.     PRAYER FOR RELIEF**

6           WHEREFORE, Plaintiff requests this Court enter an order granting him the following  
7 relief:

8           5.1     Damages for all past and future wage losses of Plaintiff in amounts to be  
9 proven at trial.

10          5.2     Attorneys fees and costs pursuant to statute, including, but not limited to, RCW  
11 49.46.090, RCW 49.48.030, RCW 49.52.070, RCW 49.60 *et. seq.*, RCW 4.84 *et. seq.* and any  
12 other statute that allows for an award of attorneys' fees and costs.  
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14          5.3     An award of general and special damages for the injuries caused by violation of  
15 Plaintiff's rights under state law.

16          5.4     Order defendants to make Plaintiff whole by paying compensation for all  
17 pecuniary losses arising out of defendants' unlawful conduct, including out of pocket expenses,  
18 in amounts to be determined at trial.

19          5.5     Order defendants to make Plaintiff whole by paying compensation for all non-  
20 pecuniary losses arising out of defendants' unlawful conduct, including, without limitation,  
21 emotional suffering, distress, loss of enjoyment of life, in amounts to be determined at trial.  
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23          5.6     Order defendants to pay Plaintiff for any and all tax consequences associated  
24 with the damages and cost award, including but not limited to, attorneys' fees.  
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1           5.7     An award of pre and post judgment interest as allowed by law.

2           5.8     Such other and further relief as the Court deems just and proper.

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4     DATED this 26th day of April, 2017.

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6                               OWEN LAW GROUP PLLC

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8                               By: Vanessa M. Vanderbrug  
9                               Vanessa M. Vanderbrug, WSBA No. 31688  
10                              James M. Owen, Jr., WSBA No. 29247  
11                              Of Attorneys for Plaintiff Angela Wells  
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