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

Naoual El imani, an individual and Jane Does  
1-10,

Plaintiff,

v.

The Urban League of Metropolitan Seattle, a  
Washington State not for profit corporation, and  
Jane and John Does 1-5.

Defendants.

No.

**COMPLAINT FOR DAMAGES  
AND  
JURY DEMAND**

**INTRODUCTION**

Plaintiff Naoual El imani (“Ms. El imani”) brings this civil action under Washington common law and the Washington Law Against Discrimination (“WLAD”), RCW 49.60 et seq., against Defendant Urban League of Metropolitan Seattle (“ULMS”). Plaintiff seeks damages for sexual harassment, hostile work environment, retaliation, wrongful termination in violation of public policy, and negligent hiring, retention, and supervision.

Although ULMS publicly represents itself as a community-empowerment organization committed to equity, its internal conduct toward Ms. El imani demonstrates a stark contradiction between those stated values and its treatment of its female employees who report sexual harassment

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## I. PARTIES, JURISDICTION, AND VENUE

1.1 Plaintiff Naoual El imani is an individual residing in King County, Washington.

1.2 Plaintiffs Jane Doe 1 through Jane Doe 10 are individuals whose identities are presently unknown. Plaintiffs Jane Doe 1 through Jane Doe 10 may be current or former employees of ULMS who were subjected to similar sexual harassment, retaliation, or other unlawful employment practices by Defendant.

1.3 Defendant ULMS is a Washington nonprofit corporation doing business in King County, with its principal office at 105 14th Avenue, Suite 200, Seattle, WA 98122.

1.4 Defendants Jane and John Doe 1 through Jane and John Doe 5 are individuals, or corporate entities or representatives whose identities or involvement are presently unknown to Plaintiff. Upon information and belief, Defendants Jane and John Doe 1 through Jane and John Doe 5 are individuals who participated in, directed, authorized, or ratified the unlawful conduct alleged in this Complaint, including but not limited to decisions regarding Ms. El imani's and Mr. Sims' employment, work assignments, compensation, corrective actions, and termination.

1.5 At all relevant times, ULMS employed eight or more employees and was an "employer" within the meaning of RCW 49.60.040(11). Plaintiff was an "employee" within the meaning of RCW 49.60.040(7).

1.6 This Court has subject-matter jurisdiction under RCW 2.08.010 and Article IV, Section 6 of the Washington Constitution.

1.7 Venue is proper in King County Superior Court under RCW 4.12.020 and RCW 4.12.025 because the acts and omissions giving rise to this action occurred in King County and ULMS conducts substantial business here.

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2 **II. GENERAL ALLEGATIONS**

3 **A. Employment Naoual El imani**

4 2.1 Ms. El imani began working for ULMS as a Shelter Coordinator in June 2023.

5 2.2 She was a part-time /on-call employee earning \$28.38 per hour (regular) and \$42.57 per hour  
6 (overtime) at the time of her termination.

7 2.3 She initially worked at ULMS's Young Adult Shelter ("YAS"), 123 21st Avenue, Seattle.

8 2.4 Throughout her employment, Ms. El imani, who brought extensive experience to the job,  
9 performed her duties competently and professionally.

10 2.5 During her employment at ULMS, Ms. El imani reported to **Chery Wright** and **Randi Morton**,  
11 who in turn reported to **Housing Director Qiana Tyeski** who reported to **Linda Taylor – Vice**  
12 **President Housing and Financial Empowerment.**

13 **B. Conduct of Larry Sims**

14 2.6 ULMS hired Larry Sims, in **2020**.

15 2.7 Mr. Sims remained employed by ULMS until his death in March of 2024.

16 2.8 Beginning in **July of 2023**, Mr. Sims began making unwelcome sexual advances toward Ms. El  
17 imani - repeatedly requesting her personal contact information for non-work purposes.

18 2.9 On **September 17, 2023**, Mr. Sims approached Ms. El imani in the parking area of the shelter  
19 smelling of alcohol and making inappropriate comments. Ms. El imani told Mr. Sims that his conduct  
20 was unacceptable, but he continued.

21 2.10 Ms. El imani later learned that at least one other ULMS employee ("Sola") and several  
22 residents had complained about Mr. Sims's conduct, including that he was entering clients' units at  
23 Westwood without permission and making sexual comments and requests.

24 2.11 ULMS policy prohibits staff from entering resident units alone except in emergencies. Despite  
25 this and multiple complaints, ULMS retained Mr. Sims without effective discipline.  
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3 **C. Ms. El imani's Reports Sims and ULMS's Retaliatory Response**

4 2.12 Ms. El imani sought to stop Sims's harassing behavior and reported it to ULMS management  
5 and human resources.

6 2.13 In retaliation for Ms. El imani's repeated reports, Ms. El imani's work hours were reduced, her  
7 promotion request was denied, she received a negative performance review, she was subjected to  
8 additional harassment, and she was ultimately terminated.

9 2.14 Specifically, beginning in **September 2023**, Ms. El imani reported Mr. Sims's behavior to her  
10 supervisor, **Cheryl Wright**.

11 2.15 Ms. El imani was assured that Mr. Sims would no longer work at the YAS, (because of prior  
12 complaints against him) yet he continued to appear on site during Ms. El imani's shifts.

13 2.16 On **November 7, 2023**, Ms. El imani sent an email to her manager **Cheryl Wright** reiterating  
14 the issues with Mr. Sims and reported in writing the retaliation she continued to endure; she wrote in  
15 part,

16 " ...I had to deal with Larry's harassment because of a lack of disciplinary actions taken  
17 against him in the past. I believe that people would feel comfortable to report inappropriate  
18 behavior when it takes place immediately if leadership established a zero tolerance for certain  
19 behaviors especially when repeated and if people who do [report] inappropriate behavior  
20 wouldn't have to deal with retaliation.

21 Please rest assured that I'm beyond uncomfortable being around Larry in any  
22 capacity whether at [W]estwood or at the shelter but there is nothing I can do  
23 about it. Larry has less opportunity for predatorial behavior at [W]estwood due to  
24 the cameras which would be very beneficial at the shelter."

25 2.17 On **November 9, 2023**, Ms. El imani emailed Human Resources Director **Maisha Houston**  
26 stating she believed the reduction in her hours were "**retaliation and an abusive work  
environment.**"

27 2.18 In response, Ms. El imani was discouraged from applying for a Case Manager promotion despite  
28 her qualifications.

29 2.19 Also, in **late 2023**, there was a vulnerability in ULMS's email system.

1 2.20 Taking advantage of this vulnerability in ULMS’s email system, Mr. Sims accessed Ms. El  
2 imani’s email account. Mr. Sims then sought out Ms. El imani, cornered her and questioned her about  
3 complaints she had made about him.  
4

5 2.21 On **January 3, 2024**, Ms. El imani filed a formal written incident report detailing Mr. Sims  
6 behavior related to her complaints and his accessing her email account and confronting her.

7 2.22 ULMS took no effective action to protect Ms. El imani or others from Mr. Sims.

8 2.23 To maintain income, Ms. El imani accepted shifts at ULMS’s Westwood Apartments, where Mr.  
9 Sims had been transferred.

10 2.24 On **February 6 and 8** Ms. El imani was subjected to harassment by **Wayne McDade** a security  
11 guard who refused to follow protocol.  
12

13 2.25 On **February 23**, a group comprised of **Cheryl Wright, Maisha Houston, and Linda Taylor**  
14 terminated Ms. El imani’s employment.

15 2.26 Additionally, ULMS improperly deducted lunch breaks from Ms. El imani’s paychecks – even  
16 though she worked alone and could not leave the facility. After she reported the error, ULMS  
17 admitted Ms. El imani’s payroll profile was “*incorrectly set up*” and reimbursed her 26.5 hours -  
18 without providing her documentation showing the actual number of hours due.  
19

20 2.27 On **January 21, 2024**, ULMS issued a performance review dated 18 days after Ms. El imani’s  
21 formal complaint of harassment, downgrading her scores without justification.

22 2.28 On **February 6 and 8, 2024**, security contractor Wayne McDade refused to follow safety  
23 protocols and physically intimidated Ms. El imani in the elevator and security booth at Westwood.

24 2.29 ULMS suspended Ms. El imani “until further notice” based on the incident and failed to  
25 preserve video footage of those events.  
26

1 2.30 On **February 23, 2024**, ULMS terminated Ms. El imani by email, citing “program and staffing  
2 changes” and the alleged incident with Mr. McDade.

3  
4 2.31 During Ms. El imani’s employment period, ULMS failed to provide Mr. Sims with written  
5 admonishment or correction, suspension, or termination related to his harassing behavior.

6 2.32 Ms. El imani’s termination occurred only **51 days** after her written formal complaint about Mr.  
7 Sims on **January 3, 2024**.

8 2.33 Her termination occurred approximately **17 days** after the harassing incidents by security  
9 guard **Wayne McDade** on **February 6 and 8, 2024**.

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11 **D. Prior ULMS Notice of Sexual Harassment Problems**

12 2.34 In **2023**, ULMS was sued for sexual harassment and constructive discharge in Smith v. ULMS et  
13 al; KCSC Case# 23-2-0809102, involving the same management chain: **Cheryl Wright, Randi**  
14 **Morton, Qiana Tyeskey, and Linda Taylor** and the same Human Resources, Director: **Maisha**  
15 **Houston**. Those allegations put ULMS on notice of systemic deficiencies in its response to sexual  
16 harassment complaints.  
17

18 **E. Unauthorized Email Access and Privacy Failure**

19 2.35 ULMS failed to secure its employee email system.

20 2.36 Mr. Sims exploited these supervisory and technical failures to gain unauthorized access to Ms.  
21 El imani’s ULMS email communications for the purpose of revealing and confronting her about her  
22 complaints.  
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1 2.37 Ms. El imani reported the breach and intimidating behavior by Sims to ULMS. ULMS  
2 subsequently confirmed that its email system was vulnerable to internal access by staff but took no  
3 action against Mr. Sims for exploiting that vulnerability and intimidating Ms. El imani.  
4

### 5 **III. CAUSES OF ACTION**

6 3.1 Plaintiff realleges and incorporates all prior paragraphs.

#### 7 **COUNT 1 – Sexual Harassment / Hostile Work Environment (RCW 49.60.180)**

8 3.2 RCW 49.60.180 makes it an unfair practice for an employer to discriminate in terms or  
9 conditions of employment because of sex.

10 3.3 Mr. Sims’s unwelcome conduct was based on sex and was sufficiently severe or pervasive to  
11 alter Ms. El imani’s employment conditions – and did alter her working conditions.

12 3.4 ULMS had actual notice through multiple complaints and failed to take prompt and adequate  
13 corrective action.

14 3.5 As a direct and proximate result, Ms. El imani suffered economic and non-economic damages  
15 including lost wages and emotional distress.

#### 16 **COUNT 2 – Retaliation (RCW 49.60.210)**

17 3.6 Plaintiff realleges and incorporates all prior paragraphs.

18 3.7 Ms. El imani engaged in protected activity by opposing and reporting sexual harassment.

19 3.8 ULMS retaliated by reducing Ms. El imani’s hours, blocking her promotion, issuing an  
20 unwarranted negative review, suspending, and terminating her, and by allowing her to be subjected to  
21 additional harassment and intimidation by security guard McDade and then terminating her for it.  
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23 3.9 Each adverse action occurred in close temporal proximity to her protected activities and under  
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1 circumstances indicating retaliatory motive.

2 3.10 As a result, she sustained economic and non-economic damages.  
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4 **COUNT 3 – Wrongful Termination in Violation of Public Policy**

5 3.11 Plaintiff realleges and incorporates all prior paragraphs.  
6

7 3.12 Washington public policy, expressed in RCW 49.60.030 and WPI 330.51, protects employees  
8 from retaliation for reporting sexual harassment.

9 3.13 ULMS terminated Ms. El imani for engaging in that protected activity, contravening a clear  
10 mandate of public policy.

11 3.14 As a direct and proximate result, Ms. El imani incurred the damages described herein.  
12

13 **COUNT 4 – Negligent Hiring, Retention, and Supervision**

14 3.15 Plaintiff realleges and incorporates all prior paragraphs.

15 3.16 ULMS owed a duty of reasonable care in hiring, retaining, and supervising employees to  
16 prevent foreseeable harm.  
17

18 3.17 Before and during Ms. El imani’s employment, ULMS received multiple complaints about Mr.  
19 Sims’s sex based misconduct toward employees and clients.

20 3.18 ULMS continued to employ and assign him to facilities housing vulnerable residents and  
21 female staff.

22 3.19 ULMS also failed to maintain adequate supervision and information-security controls to  
23 protect employee privacy.  
24

25 3.20 Upon information and belief, Mr. Sims exploited these supervisory and technical failures to  
26 gain unauthorized access to Ms. El imani’s ULMS email communications for the purpose of

1 monitoring her protected complaints – and intimidating her.

2 3.21 ULMS subsequently confirmed that its email system was vulnerable to internal access by staff  
3 but took no action against Mr. Sims for exploiting that vulnerability.  
4

5 3.22 As a direct and proximate result of ULMS’s negligent supervision, Ms. El imani suffered  
6 humiliation, fear, emotional distress, and injury to her sense of privacy and security, along with the  
7 economic losses described herein.

#### 8 **IV. DAMAGES**

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10 4.1 As a direct and proximate result of Defendant’s conduct, Ms. El imani has suffered and continues  
11 to suffer economic losses including past and future lost wages, benefits, earning capacity, and career  
12 opportunities.  
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14 4.2 She has also suffered non-economic damages including emotional distress, anxiety, humiliation,  
15 embarrassment, loss of enjoyment of life, and damage to professional reputation.

16 4.3 Pursuant to RCW 49.60.030(2), she is entitled to recover reasonable attorney’s fees and costs.  
17

18 4.4 She seeks pre- and post-judgment interest and a tax gross-up as allowed by law.  
19

#### 20 **V. JURY DEMAND**

21 Pursuant to CR 38(b), Plaintiff demands a trial by jury of twelve (12) on all issues so triable.  
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#### 23 **VI. REQUEST FOR RELIEF**

24 Plaintiff Naoual El imani respectfully requests that the Court enter judgment in her favor and against  
25 Defendant ULMS as follows:  
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- 1 A. For economic damages including past and future lost wages and benefits, in an amount to be  
2 proven at trial;  
3 B. For non-economic damages including emotional distress, humiliation, fear and anxiety, and  
4 damage to reputation, in an amount to be proven at trial;  
5 C. For reasonable attorney's fees and costs under RCW 49.60.030(2);  
6 D. For pre-and post-judgment interest, and tax gross-up as allowed by law;  
7 E. For such other relief as the Court deems just and equitable.

8 **RESPECTFULLY SUBMITTED** this 6<sup>th</sup> day of January 2025.

9  
10 **GAINEY LAW, PLLC**

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