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

Nikita Smith, Plaintiff, v. The Urban League of Metropolitan Seattle, and Augustine Cita in his Personal and Professional capacity, and together with Jane Doe Cita and their marital community, Defendants.	No. Complaint for Damages

Plaintiff Nikita Smith, brings this action under Washington State's common law and RCW 49.60 *et seq*, to redress damages defendants caused based on acts and omissions related to and amounting to gender discrimination, sexual harassment, hostile work environment, retaliation, wrongful termination, the tort of negligence and breach of contract and upon information and belief alleges the following,

Parties, Jurisdiction, and Venue

1.1 The Urban League of Metropolitan Seattle (ULMS) is a Washington corporation, licensed to do and doing business in the State of Washington and thereby subject to the jurisdiction of this Court.

1.2 Augustine Cita (Mr. Cita) supervisor and vice president of operations at ULMS was at

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all relevant times an employee of defendant corporation, was acting on behalf of defendant corporation ULMS, and for the benefit of himself and the defendant ULMS, was residing in the State of Washington, and is thereby subject to the jurisdiction of this Court.

1.3 At all relevant times, Plaintiff Ms. Nikita Smith (Ms. Smith) was an employee of ULMS in Seattle Washington and is a resident of Washington,

1.4 Most acts and omissions giving raise to this action occurred in Seattle, Washington and therefore, venue is proper in the King County Superior Court.

Factual Background

2.1 ULMS purports to be a community champion: an organization that empowers community members and changes lives with a vision of equity for all by providing programming and services designed to support and encourage self-sufficiency in all aspects of their clients' lives.[1]

2.2 Unfortunately, ULMS is failing its clients and its employees. The following is an overview and is not meant to be an exhaustive recitation of events or harm suffered by Ms. Smith at the hands of ULMS and Mr. Cita.

2.3 Defendant Corporation ULMS was the employer of Plaintiff from March 2020 until February 2021.

2.4 During the relevant time period, Mr. Cita was the Vice President of Operations for ULMS.

2.5 At one point, Ms. Smith was a client of ULMS. It was during that time that she first met Augustine Cita.

2.6 In 2019, Mr. Cita reached out to Ms. Smith through Facebook messenger to solicit a relationship.

[1] See generally https://urbanleague.org/

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2.7 Mr. Cita quickly insinuated himself into Ms. Smith's life. He played the victim, telling Ms. Smith how he and his wife had recently separated.

2.8 Mr. Cita asked Ms. Smith if he could stay with her as he needed a place.

2.9 Ms. Smith said he could stay temporarily.

2.10 Mr. Cita turned Ms. Smith's generosity into a chance to show her how beneficial it would be for her to have a personal and professional relationship with him. Mr. Cita began showering her with gifts. On the first visit to her house, he brought her wine glasses, then a piece of art, then a printer (she didn't need), flowers, $300 dollars.

2.11 Ms. Smith was overwhelmed by Mr. Cita's apparent generosity.

2.12 Very quickly, Mr. Cita offered Ms. Smith a job at ULMS, and initiated a sexual relationship with her.

2.13 ULMS hired Ms. Smith - first as a contractor and later in March 2020 as a full-time employee.

2.14 As Ms. Smith joined ULMS, she heard rumors that the reason Mr. Cita's wife left him was because of his "*friendliness*" with women at work.

2.15 Ms. Smith asked Mr. Cita about the rumors. Mr. Cita said that he was friends with Ms. Tyesky and denied any romantic or sexual involvement with anyone at ULMS. Ms. Smith told Mr. Cita that it was important to her that they were monogamous and that she not be caught up in workplace drama or gossip. He assured her, he was monogamous with her, and that she would not be the subject of workplace drama. She asked him to keep their personal and professional lives separate. She asked Mr. Cita to respect this boundary.

2.16 Ms. Smith loved her job with ULMS, and she was good at it. Working for ULMS was a good opportunity - a break she greatly needed. She began to stabilize her financial situation. She started

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planning for the future for herself and her daughters. Unfortunately, the professional opportunities offered by Mr. Cita came with strings attached.

2.17 Mr. Cita became increasingly controlling in their personal relationship. He demanded sex and berated Ms. Smith if she refused. Mr. Cita told Ms. Smith that she needed to "*get her head straight"* and "*not be immature"* about his demands for sex. He made her feel guilty if she refused him. He told her, *"She was being ungrateful.*"

2.18 If Ms. Smith did not have sex with Mr. Cita or talk to him when, or for as long as, he wanted, or for other personal reasons Mr. Cita became unhappy, he would get aggressive and yell at Ms. Smith.

2.19 Mr. Cita made a spectacle of Ms. Smith yelling at her in the workplace in front of clients and employees. He used his power at work to intimidate and control her.

2.20 His public workplace displays of alternating gift giving and harsh ridicule were humiliating for Ms. Smith. She became anxious and distressed. She lost sleep, suffered headaches, and felt sick at times.

2.21 Ms. Smith often felt anxious and was self-conscious with other ULMS employees. Afraid to say anything, she suffered in silence.

2.22 Mr. Cita's actions negatively affected how the staff perceived Ms. Smith, especially after she was promoted to a management position, and made it very difficult for her to do her job. She repeatedly asked Mr. Cita to please keep their personal business out of the workplace. He promised that he would; but he did not.

2.23 As the pattern of repercussions continued, Ms. Smith became afraid to refuse Mr. Cita's demands for sex.

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2.19 At the same time, Mr. Cita's "generosity" continued. He bought Ms. Smith clothing, took her to expensive dinners – and charged them to ULMS. When she did not have transportation available, Mr. Cita had ULMS pay for Ms. Smith's uber rides to and from work.

2.20 At Mr. Cita's request, Michelle Merriweather approved Ms. Smith's transportation expenses.

2.21 Then Mr. Cita gave Ms. Smith $1500 for a down payment on a car. In this way, he continued his pattern of being alternatingly ostentatiously "*generous*" and abusive.

2.22 Ms. Smith grew dependent on his approval and support of her. She was afraid of his anger and not so subtle insinuation that she owed him. Ms. Smith felt trapped.

2.23 Mr. Cita's behavior continued to be controlling and demanding both at work and in their personal relationship.

2.24 Mr. Cita ordered ULMS employee Bobbie Tramble to watch Ms. Smith to make sure she was loyal to him. Which Tramble did.

2.25 When Ms. Smith and Mr. Tramble developed a collegial relationship, Mr. Cita moved him to a different program.

2.26 Mr. Cita also fired ULMS employee Vernon Hadley, for being too "*friendly with the ladies"*. Mr. Cita said something to the effect of, "*I am the only rooster in this henhouse"*.

2.27 In their personal life, if Ms. Smith did not immediately answer Mr. Cita's phone call or keep talking to him for as long as he wished, he would show up at her house and demand her attention.

2.28 Ms. Smith has two daughters at home, and she told Mr. Cita his intimidating behavior was unacceptable. Mr. Cita said he wouldn't do it anymore.

2.29 In August of 2021, however, Mr. Cita not only went to Ms. Smith's house but climbed through her window to get to her.

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2.30 At that point, Ms. Smith knew she had to break off their personal relationship completely.

2.31 After she broke things off with Mr. Cita, he became even more manipulative and aggressive. He would storm into Ms. Smith's office to demand they talk. Alternatively, he would leave gifts for her on her desk. It was a spectacle and Ms. Smith continued to be alarmed, distressed and embarrassed by Mr. Cita's public workplace displays and demands.

2.32 Mr. Cita also went to Ms. Smith's house uninvited, with flowers, and begged to reconcile.

2.33 Mr. Cita also sent Ms. Smith money through an app to try to get her to take him back.

2.34 Mr. Cita had ULMS employee Bobbie Tramble plead his case to Ms. Smith.

2.35 Ms. Smith held her ground and Mr. Cita made her work life worse. Because of Mr. Cita's constant scene making, Ms. Smith went to work from the Drop-in Center away from the main office. Mr. Cita would go to the Drop-in Center and sit in the parking lot for periods of time. Sometimes he would go inside, look around, and then leave. Ms. Smith found this behavior threatening, as Mr. Cita seemed to have no official business there - he was just showing her she could not get away from him.

2.36 In or around December of 2021, unable to stand Mr. Cita's treatment any longer, Ms. Smith went to ULMS management for help.

2.37 Ms. Smith reported the harassment to her immediate manager, ULMS employee Qiana Tyesky.

2.38 Ms. Smith also reported the hostile work environment to the ULMS president of housing, Linda Taylor.

2.39 Ms. Tyesky and Ms. Taylor responded by pretending they had no idea of what Ms. Smith was talking about. They tried to place the blame on another ULMS male employee who had also been accused of sexual harassment.

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2.40 Ms. Smith made it clear that the perpetrator of the sexual harassment was Mr. Augustine Cita.

2.41 ULMS management did nothing to support Ms. Smith with regards to the discrimination she was enduring.

2.42 ULMS did not ask Ms. Smith to write out her complaint.

2.43 ULMS did not investigate Ms. Smith's claims.

2.43 ULMS did not admonish Mr. Cita or have him take sexual harassment training.

2.44 ULMS did not protect Ms. Smith from retaliation for making the report of sexual harassment.

2.42 Instead, after Ms. Smith made the report, ULMS ran her out.

2.43 On January 11, 2022, ULMS employee Linda Taylor told Qiana Tyeskey to put Ms. Smith on a performance improvement plan (PIP).

2.44 On February 2, 2022, Ms. Tyeskey said Ms. Smith was making significant improvement on the PIP.

2.44 Yet on Valentine's Day, 2022, ULMS fired Ms. Smith.

2.45 The given reason for termination: Ms. Smith had taken a few days' sick leave.

NATURE OF ACTIONS

All Defendants: Discrimination, Sexual Harassment, Disparate Treatment and Hostile Work Environment (RCW 49.60 et seq)

3.1 Defendant Augustine Cita had the power to hire and fire on behalf of the ULMS.

3.2 Defendant Cita hired or arranged to have Ms. Smith hired by ULMS.

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3.3 During all relevant times to these pleadings Augustine Cita acted in his professional capacity and on behalf of himself and on behalf of Defendant ULMS to the benefit of himself and his marital community.

3.4 Throughout Ms. Smith's employment she was subjected to Mr. Cita's intimidation and negative employment actions based on her submission or objection to his sexual demands or to his other personal needs and desires.

3.5 Throughout Ms. Smith's employment at ULMS, she was treated less favorably than her male colleagues.

3.6 Defendant Cita's conduct was so offensive or pervasive that it reasonably altered the terms and conditions of Ms. Smith's employment.

3.7 Defendant Cita's conduct was offensive and undesirable, and it did offend Ms. Smith. Ms. Smith asked Mr. Cita to stop and he did not.

3.8 ULMS, employee, Augustine Cita, expressly or implicitly threatened to change and did change Ms. Smith's work status and conditions in response to his sexual demands.

3.9 ULMS's other decision makers expressly or implicitly threatened to change and did change Ms. Smith's work status and conditions in retaliation to her relationship with Mr. Cita or in retaliation for her reporting the hostile work environment based on sexual harassment and gender discrimination.

4.0 Defendant ULMS and Defendant Cita conspired to unlawfully terminate Ms. Smith in violation of the law.

All Defendants: Negligence

4.1 Defendants had a duty to conform to the law and workplace standards to protect its

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employees from unlawful gender-based discrimination, sexual harassment, hostile work environment, unlawful termination, and unnecessary emotional harm.

4.2 Defendant ULMS and Defendant CITA breached their duties of care by failing to follow the law and thereby protect Ms. Smith from harm, discrimination, sexual harassment, and retaliation – including unlawful termination.

4.3 Ms. Smith was directly harmed by Defendants' negligent acts or omissions.

4.4 Ms. Smith suffered legally compensable damages as a result of Defendants' negligent acts or omissions.

All Defendants: Retaliation

5.1 Ms. Smith was, or reasonably believed she was, being discriminated against based on her gender and by way of sexual harassment.

5.2 Ms. Smith reported the sexual harassment that created a hostile work environment to Defendant ULMS: to Ms. Tyesky and Ms. Taylor.

5.3 In retaliation for Ms. Smith's reporting of unlawful activity, ULMS and its employees, including Mr. Cita, retaliated against Ms. Smith taking adverse employment actions against her including, pulling staff off her schedule, putting her on a performance improvement plan, and ultimately terminating her employment.

Breach of Contract

6.1 Defendant ULMS breached its contract with Ms. Smith by failing to provide an adequate and non-hostile working environment free from sexual harassment, discrimination and retaliation.

Damages

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As a direct and proximate result of the above acts and omissions of the Defendants and/or their agents, employees, assigns and associates, and each of them:

7.1 Ms. Smith has suffered and continues to suffer personal injury and damage, loss of income and benefits, emotional harm, pain, humiliation, and other damages past, present, and future that will be determined at trial.

Relief Requested

Plaintiff prays for judgment agaisnt all Defendants as follows,

1. For special and general damages plus interest to be proven at trial,

2. For statutory attorney fees, interest, tax offset, and costs, and

3. For ULMS to conduct mandatory trainings on Sexual Harassment / Abuse of Power / Fiscal responsibility in the workplace,

4. For ULMS have a third party neutral forensic audit,

5. If Defendants bring any frivolous or unfounded defenses or counter claims, then for attorneys' fees and costs pursuant to RCW 4.84.185, or Rule 11, of the Superior Court Civil Rules, and,

6. For such other relief as the Court deems just and equitable.

Respectfully submitted this 2nd day of May, 2023.

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