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**FILED**  
**AUG 26 2011**  
SUPERIOR COURT  
BETTY J. GOULD  
THURSTON COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
THURSTON COUNTY

STEPHEN CHAUSSEE, an individual,  
  
Plaintiff,  
  
vs.  
  
STATE OF WASHINGTON,  
  
Defendant.

11 2 01884 6  
Case No.:

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**

**I. PARTIES**

1.1 Plaintiff Stephen Chaussee ("Mr. Chaussee" or "plaintiff"), is a resident of Kitsap County, Washington. Mr. Chaussee brings a whistleblower retaliation claim pursuant RCW 42.40, *et seq.* and RCW 49.60.210.

1.2 Defendant State of Washington ("Washington State" or "defendant"), is a State.

**II. JURISDICTION AND VENUE**

2.1 This Court has jurisdiction over this matter pursuant to RCW 4.28.020 and RCW 4.92.010.

COMPLAINT FOR DAMAGES AND DEMAND FOR  
JURY TRIAL- 1

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### III. FACTS

3.1 Mr. Chaussee began working for the State of Washington, Washington State Ferries (“WSF”), on or about November 29, 1982, and he continues to work there.

3.2 On or about August 1, 1996, Mr. Chaussee became the Foreman of the Carpenter Shop at the Eagle Harbor Maintenance Facility on Bainbridge Island, Washington.

3.3 Prior to 2008, for over 13 years, Mr. Chaussee worked as the Carpenter Shop Foreman without incident and received positive performance evaluations.

3.4 Jack Nannery has been a WSF employee for approximately 30 years and between 1996 and mid-2009 he worked under Mr. Chaussee’s supervision as the Carpenter Shop Terminal Leadman.

3.5 Mr. Nannery worked as a volunteer baseball coach for approximately 12 years, first at North Kitsap High School, and starting in 2008, at Kingston High School.

3.6 In 2006, Mr. Chaussee counseled Mr. Nannery against using Mr. Nannery’s WSF truck to drive to baseball games or practices and told Mr. Nannery not to do so in the future. Several months later, another employee informed Mr. Chaussee that she saw Mr. Nannery’s WSF truck parked at the baseball field.

3.7 In early 2008, Mr. Chaussee felt that it was common knowledge among the WSF Maintenance Facility staff that Mr. Nannery was not working full days because of his baseball coaching schedule.

3.8 Also in early 2008, an issue arose among the Carpenter Shop staff as to whether employees could flex their time by not taking a lunch break or other breaks and end their shifts early.

1           3.9       On February 21, 2008 and June 5, 2008, Carpenter Shop staff meetings  
2 were held by Mr. Chaussee where employees were informed that they were not able  
3 to forego breaks and to leave early. Employees were informed that, according to  
4 union contract rules, only 15 minutes before or after a shift could be flexed. Staff  
5 members, including Mr. Nannery, signed meeting attendance forms to confirm their  
6 attendance.

7           3.10       On or about March 28, 2008, in a meeting with Vern Day, the Senior  
8 Port Engineer and Manager and R.J. Kelly, Port Engineer, both Mr. Chaussee's  
9 supervisors, and Don Gillespie, an Eagle Harbor Lock Shop Leadman, Mr. Chaussee  
10 informed the group that he did not believe Mr. Nannery was working full days  
11 because of his baseball coaching schedule.

12          3.11       In response to Mr. Chaussee's report, Mr. Day snickered and stated that  
13 there was "money available in the budget," or words to that effect. Mr. Day also  
14 stated that he would "look into it," or words to that effect.

15          3.12       Since 1996, Mr. Chaussee had repeatedly gone to WSF management,  
16 including Mr. Day and Mr. Kelly, to complain about Mr. Nannery's work  
17 performance, Mr. Nannery leaving early to attend baseball practices or games, and  
18 Mr. Nannery using his work truck to drive to practices or games.

19          3.13       On or about April 23, 2008 and April 25, 2008, Dave Seibert, a Lock  
20 Shop employee filed two complaints against Mr. Nannery for denial of seniority and  
21 denial of overtime for himself and other Lock Shop employees.

22          3.14       On May 6, 2008, an anonymous whistleblower complaint was filed  
23 with the State Auditor's Office ("SAO") alleging that Mr. Nannery had used State  
24 resources for personal use, that Mr. Nannery left work early to fulfill his baseball  
25

1 coaching duties, and that Mr. Nannery falsified time sheets to state that he had  
2 worked a full day.

3 3.15 Mr. Chaussee did not file the May 6, 2008 whistleblower complaint,  
4 but on information and belief, he was the perceived whistleblower among  
5 Maintenance Facility staff and management, including Mr. Day, Mr. Kelly, and Mr.  
6 Nannery.

7 3.16 On the morning of May 14, 2008, an SAO investigator, accompanied  
8 by Mr. Day, confiscated Mr. Nannery's work laptop.

9 3.17 On May 16, 2008, Mr. Chaussee found a screw in the right tire of his  
10 personal vehicle while it was parked in the employee parking lot.

11 3.18 In May and June 2008, Mr. Chaussee received several additional  
12 complaints from Maintenance Shop employees related to Mr. Nannery not being  
13 where he was supposed to be during the workday and not performing work duties.

14 3.19 On July 22, 2008, an Information Technology employee came into the  
15 Lock Shop after hours and asked Mr. Chaussee if she could log into Mr. Nannery's  
16 computer. Mr. Chaussee informed her that he could not authorize that and that it was  
17 after hours and he was late to leave. Mr. Chaussee left and the woman remained in  
18 the room, which was not locked.

19 3.20 On July 31, 2008, Mr. Day issued Mr. Chaussee a Letter of  
20 Expectation/Written Warning, finding that Mr. Chaussee violated WSF Code of  
21 Conduct No. 14, "Discourtesy to Others," for allegedly acting rudely to the  
22 Information Technology employee and seemingly locking her in a room.

23 3.21 On September 10, 2008, Mr. Chaussee used the restroom aboard the  
24 Sealth, but it was not tagged out and the plumbing was open and it spilled out onto  
25 the deck. Mr. Chaussee cleaned it up.

1           3.22       On September 22, 2008, Mr. Chaussee returned from vacation to find  
2 that his office chair had been removed and in its place was a toilet with toilet paper  
3 and simulated waste. Mr. Chaussee reported the incident to management. Mr. Kelly  
4 joked about it being Mr. Chaussee's "throne" and stated that Mr. Chaussee could  
5 have been written up for the incident on the Sealth. Mr. Day stated that the doors on  
6 the Sealth should have been taped and tagged, but that someone failed to do so. Mr.  
7 Nannery denied any involvement in placing the toilet in Mr. Chaussee's office.  
8 Management did not otherwise get involved in the incident.

9           3.23       On September 25, 2008, Mr. Chaussee was informed that the cable  
10 truck was leaking transmission fluid and overheating at a Superfund site. Mr.  
11 Chaussee arranged for it to be fixed and asked Mr. Nannery who was driving the  
12 truck and why it was not checked out. Mr. Nannery became defensive. Mr. Chaussee  
13 reported the problems with the cable truck to management.

14          3.24       Also on September 25, 2008, Mr. Chaussee found another screw in the  
15 tire of his personal vehicle while it was parked in the employee parking lot.

16          3.25       On October 2, 2008, Mr. Chaussee discussed the issue of the cable  
17 truck neglect with Mr. Nannery. Later that day, Mr. Chaussee met with Mr. Day and  
18 Mr. Kelly regarding the cable truck. Mr. Day and Mr. Kelly accused Mr. Chaussee of  
19 talking down to the crew and Mr. Day stated that Mr. Chaussee could have been  
20 written up for the Sealth bathroom accident, though he later admitted the doors  
21 should have been taped and locked.

22          3.26       On November 18 and 19, 2008, Mr. Chaussee informed Mr. Kelly of  
23 his concerns related to another employee's drinking problem and asked Mr. Kelly for  
24 assistance. Mr. Kelly ignored these requests.  
25

1           3.27       Between approximately May 6, 2008 and May 11, 2009, the SAO  
2 conducted its investigation of Mr. Nannery based on the whistleblower complaint.

3           3.28       Mr. Chaussee was not contacted or interviewed during the SAO  
4 investigation of Mr. Nannery; Mr. Day was interviewed by the SAO.

5           3.29       During its investigation, the SAO was never informed that Mr. Nannery  
6 reported to a foreman (Mr. Chaussee) or that the foreman was responsible for  
7 verifying the accuracy of Mr. Nannery's time reporting. SAO Investigator Tracy Aga  
8 informed Mr. Chaussee in late 2009 that, had that information been disclosed to the  
9 SAO investigators, they would have interviewed Mr. Chaussee.

10          3.30       On or about May 11, 2009, the SAO issued its investigative report  
11 ("SAO Investigative Report") on Mr. Nannery's alleged misconduct. The report  
12 found that that Mr. Nannery was using state resources for personal benefit or gain.  
13 The report found that Mr. Nannery had supposedly "flexed" his schedule to leave  
14 early for baseball games or practices, but that he had no written or formal permission  
15 to do so. The report also found that Mr. Nannery used his work laptop to visit non-  
16 work related websites and print baseball schedules.

17          3.31       The SAO Investigative Report concerned Mr. Nannery's conduct  
18 during the 2008 baseball season.

19          3.32       On information and belief, the SAO Investigative Report was not made  
20 available to Maintenance Facility staff, including Mr. Chaussee, and staff was not  
21 aware of its release.

22          3.33       On or about May 20, 2009, Jackie Beddo, WSF Human Resources  
23 Representative for the Maintenance Shop, approached Mr. Chaussee and stated that  
24 she and Mr. Day would like to ask Mr. Chaussee some questions ("the May 20, 2009  
25 meeting"). Mr. Chaussee was not informed of the purpose of the May 20, 2009

1 meeting prior to the meeting and no union representatives were present. During the  
2 meeting, Ms. Beddo and Mr. Day questioned Mr. Chaussee as to Mr. Nannery's  
3 misconduct related to leaving early and not properly reporting his time. They accused  
4 Mr. Chaussee of not adequately reviewing Mr. Nannery's time reporting or  
5 adequately supervising him.

6 3.34 During the May 20, 2009 meeting, Ms. Beddo and Mr. Day told Mr.  
7 Chaussee to keep the information confidential and that his responses would be  
8 confidential.

9 3.35 Later that day, Mr. Gillespie asked Mr. Chaussee what the May 20,  
10 2009 meeting was about and Mr. Chaussee stated only, "Jack Nannery."

11 3.36 Mr. Day and Ms. Beddo interviewed all of the Maintenance Shop  
12 employees, compiled a spreadsheet of employee answers to standard questions ("the  
13 Day-Beddo Spreadsheet"), and issued a report, called the "Nannery Fact Finding  
14 Report," on June 19, 2009, which also contained "whistleblower" in the heading.

15 3.37 The Nannery Fact Finding Report falsely accused Mr. Chaussee of  
16 having a hands-off, "I don't care" attitude."

17 3.38 In or around July 2009, Mr. Nannery obtained a copy of the Day-Beddo  
18 Spreadsheet. On information and belief, the spreadsheet was given to Mr. Nannery by  
19 Ms. Beddo.

20 3.39 After learning that Mr. Nannery obtained a copy of the Day-Beddo  
21 Spreadsheet, Mr. Chaussee requested a copy from Ms. Beddo. Ms. Beddo told Mr.  
22 Chaussee that he would have to obtain the Day-Beddo Spreadsheet through a public  
23 records request.

24 3.40 On July 20, 2009, Mr. Nannery was suspended for one week without  
25 pay and demoted from Carpenter Shop Terminal Leadman to Journeyman.

1           3.41       On August 6, 2009, Mr. Chaussee received a Pre-Disciplinary Hearing  
2 Letter informing him of his opportunity to respond to allegations of “insubordination”  
3 for breaching confidentiality by discussing the May 20, 2009 meeting with Mr.  
4 Gillespie and “poor work performance” for this supervision and management of Mr.  
5 Nannery.

6           3.42       On August 11, 2009, Mr. Chaussee submitted his written response to  
7 the August 6, 2009 Pre-Disciplinary Letter. In the response, Mr. Chaussee defended  
8 his actions with relation to Mr. Nannery’s absenteeism, which Mr. Chaussee reported  
9 to management in March 2008, and the fact that he had not revealed any other  
10 information discussed in the May 20, 2009 meeting to Mr. Gillespie, other than the  
11 fact that the meeting concerned Mr. Nannery, who Mr. Gillespie and the rest of the  
12 Maintenance Facility staff knew was under investigation.

13          3.43       On September 1, 2009, Mr. Chaussee received a demotion letter (“the  
14 Demotion Letter”) from Paul Brodeur, Director of Vessel Maintenance, Preservation,  
15 and Engineering. Mr. Chaussee’s demotion from Carpenter Shop Foreman to  
16 Carpenter Shop Journeyman was effective immediately.

17          3.44       The Demotion Letter confused the 2008 and 2009 baseball seasons. Mr.  
18 Nannery’s absences during the 2008 baseball season were the focus of the SAO  
19 investigation and Mr. Chaussee reported Mr. Nannery’s 2008 absences to  
20 management in March 2008. In 2009, Mr. Chaussee received a copy of the 2009  
21 baseball season schedule in April 2009 and checked the schedule against Mr.  
22 Nannery’s timesheets.

23          3.45       The Demotion Letter falsely implied that Mr. Chaussee had given Mr.  
24 Gillespie shop safety meeting attendance sheets after the May 20, 2009 meeting for  
25



1 the purpose of Mr. Gillespie bringing them to his interview with Mr. Day and Ms.  
2 Beddo.

3 3.46 The Demotion Letter falsely stated that Mr. Chaussee had been  
4 disciplined for locking a co-worker in the Carpenter Shop and acting rudely.

5 3.47 Mr. Chaussee pursued the grievance process through his union, the  
6 Pacific Northwest Regional Council of Carpenters.

7 3.48 The Step 1 union grievance was denied by letter from Mr. Brodeur on  
8 October 12, 2009 following an October 8, 2009 meeting.

9 3.49 The Step 2 union grievance was denied by letter from Paul Ganalon,  
10 Labor Relations Manager, on December 22, 2009. Mr. Ganalon's letter made  
11 numerous additional, inaccurate statements related to alleged performance  
12 deficiencies, which were not considered in the Demotion Letter.

13 3.50 The Step 3 union grievance process is still ongoing.

14 3.51 Mr. Chaussee filed a claim with the Washington State Human Rights  
15 Commission on March 23, 2010, which is still ongoing.

16 3.52 Prior to filing this lawsuit, Mr. Chaussee timely filed an administrative  
17 claim with the Office of Financial Management and waited the required time before  
18 filing in Thurston County Superior Court. The content of the administrative claim  
19 met the requirements RCW 4.92.100.

20 3.53 Mr. Chaussee has suffered loss of enjoyment of life, pain and suffering,  
21 mental anguish, emotional distress, injury to reputation, and humiliation.

22 3.54 Mr. Chaussee has suffered lost wages in the form of front and back pay,  
23 and emotional harm proximately caused by the acts of the defendant and its agents.

24 3.55 Defendant is liable for the actions of its agents under the doctrine of  
25 respondeat superior.

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**IV. CAUSES OF ACTION**

4.1 Plaintiff realleges the facts set forth in paragraphs 3.1 – 3.55 above and incorporates the same by reference.

4.2 The facts set forth above state a claim against defendant Washington State for whistleblower retaliation in violation of RCW 42.40, *et seq.* and RCW 49.60, *et seq.*

**V. PRAYER FOR RELIEF**

WHEREFORE, plaintiff prays for relief as follows:

5.1 Damages for back pay, front pay, lost benefits, in an amount to be proven at trial;

5.2 Damages for loss of enjoyment of life, pain and suffering, mental anguish, anxiety, emotional distress, injury to reputation, and humiliation;

5.3 Prejudgment interest in an amount to be proven at trial;

5.4 Reasonable attorney’s fees and costs;

5.5 Injunctive relief;

5.6 Compensation for the tax penalty associated with any recovery; and

5.7 Whatever further and additional relief the court shall deem just and equitable.

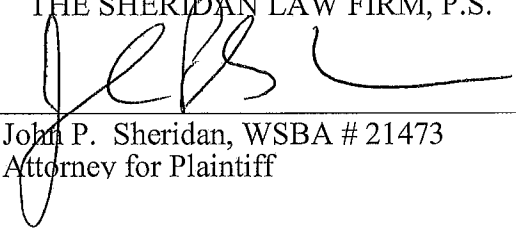
**VI. JURY DEMAND**

6.1 The plaintiff elects to have all claims and all issues tried by a jury of twelve (12) persons. Plaintiff has paid to the Clerk of the Court Thurston County the jury fee as required by law.

DATED this 26<sup>th</sup> day of August, 2011.

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THE SHERIDAN LAW FIRM, P.S.

By:   
John P. Sheridan, WSBA # 21473  
Attorney for Plaintiff

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

STEPHEN CHAUSSEE, an individual,

Plaintiff,

vs.

STATE OF WASHINGTON,

Defendant.

Case No.:

**SUMMONS**

**TO: DEFENDANT STATE OF WASHINGTON**  
c/o Washington State Office of the Attorney General  
800 Fifth Avenue  
Suite 2000  
Seattle, WA 98104

A lawsuit has been started against you in the above-entitled court by Stephen Chaussee, plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this

summons within 20 days after the service of this summons, excluding the day of  
SUMMONS - 1

**ORIGINAL**

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