

**De Jong v. Great Wolf Resorts, Inc., d.b.a. Great Wolf Lodge**  
**Thurston County Superior Court Case No. 19-2-01637-34**

**COMPLAINT FOR DAMAGES**

FILED

MAR 29 2019

Superior Court  
Linda Myhre Enlow  
Thurston County Clerk

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

JEREMY DE JONG,

Plaintiff,

v.

GREAT WOLF RESORTS, INC., d.b.a.  
GREAT WOLF LODGE,

Defendant.

No. 19-2-01637-34

COMPLAINT FOR DAMAGES

WA STATE TORT OF WRONGFUL  
TERMINATION IN VIOLATION OF  
PUBLIC POLICY

COMES NOW the Plaintiff, JEREMY DE JONG, by and through his attorney of record, STEPHANIE HENDERSON STOCKER of HENDERSON LAW GROUP, PLLC, and states his cause of action against the Defendant as follows:

**I. NATURE OF THE CASE**

1.1 This is an action for relief brought by Plaintiff Mr. JEREMY DE JONG ("Plaintiff DE JONG") against his former employer, Defendant GREAT WOLF RESORTS, INC., doing business in Washington State as "Great Wolf Lodge" (hereinafter "Defendant GREAT WOLF"), for unlawful employment practices against Plaintiff DE JONG during his employment.

COMPLAINT FOR DAMAGES - 1

HENDERSON LAW GROUP, PLLC  
P.O. Box 11069 • 1800 Cooper Point Rd. SW, Bldg. #1  
Olympia, WA 98508  
T. 360.943.7710 • Fax 360.943.2782

1.2 The facts and Washington State law support that Defendant GREAT WOLF, by and through its agents and representatives, committed the common law tort of wrongful termination in violation of public policy when it terminated Plaintiff DE JONG's employment after he followed company policy in reporting onsite vandalism and associated safety concerns of Defendant GREAT WOLF's property – vandalism that posed a safety risk to Defendant GREAT WOLF's employees, guests and vendors. Safety is clearly an issue of interest to public policy – even more so when the employer, like Defendant GREAT WOLF, caters to high volumes of clientele who are families with young children. Plaintiff DE JONG reported the workplace vandalism and associated safety concerns carried out by his co-worker, was thereafter retaliated against by Defendant GREAT WOLF's upper management, and then terminated on September 26, 2018. This action seeks to provide relief to Plaintiff DE JONG, who was adversely affected by Defendant GREAT WOLF's above-outlined unlawful practices.

1.3 Defendant GREAT WOLF's proffered reason for its wrongful termination of Plaintiff DE JONG after he reported onsite workplace safety concerns was that Plaintiff DE JONG demonstrated "poor work performance." Interesting, since Plaintiff DE JONG was never coached or reprimanded (much less even informed) by Defendant GREAT WOLF about any work performance issues whatsoever. Defendant GREAT WOLF claims that, despite Plaintiff DE JONG's almost year long exemplary work performance for Defendant GREAT WOLF, Plaintiff DE JONG suddenly became a horrible employee in June 2018 immediately following Plaintiff DE JONG filing a Human Resources complaint against Defendant GREAT WOLF's General Manager (Ms. Nadine Miracle), the Former Director of Rooms (Ms. Marilyn Milani), and Assistant General Manager (Nick Licastro), and apparently warranting his termination from Defendant GREAT WOLF just months later (following his filing of these complaints and

1 retaining an attorney to represent him in his employment law claims against Defendant GREAT  
2 WOLF).

3 1.4 As we will demonstrate to our jury, the facts and evidence support that Defendant  
4 GREAT WOLF's proffered reason for its adverse actions against Plaintiff DE JONG (*i.e.*,  
5 Plaintiff DE JONG showed "poor work performance") is pretext for Defendant GREAT  
6 WOLF's actual reason for wrongfully terminating Plaintiff DE JONG in violation of public  
7 policy when he discovered and raised concerns of onsite vandalism and associated safety risks  
8 carried out by his co-workers at his workplace, Defendant GREAT WOLF. These safety  
9 concerns raised by Plaintiff DE JONG were done so in accordance with his training as an  
10 employee of Defendant GREAT WOLF and in the interest of public policy and concern for the  
11 safety of patrons and employees of Defendant GREAT WOLF.  
12

## 13 **II. PARTIES**

14 2.1 Plaintiff DE JONG is an individual, a resident of the State of Colorado, Larimer  
15 County, and former employee of Defendant GREAT WOLF. During his employment with  
16 Defendant GREAT WOLF, Plaintiff DE JONG was a resident of the State of Washington,  
17 Thurston County. As an "inhabitant" of the State of Washington, Plaintiff DE JONG is protected  
18 from Wrongful Termination in violation of public policy.  
19

20 2.2 Defendant GREAT WOLF is a publicly traded company based in Madison,  
21 Wisconsin, and doing business in Washington State as "Great Wolf Lodge." Together with its  
22 subsidiaries, Defendant GREAT WOLF engages in the ownership, development, operation, and  
23 licensing of family resorts in North America that include an indoor water park, hotel and  
24 conference center. At all relevant times, Defendant GREAT WOLF was an employer within the  
25 meaning of Washington State law. All acts and omissions of said Defendant's employees,  
26

1 supervisors, managers, agents and/or officers were performed within the course and scope of  
 2 Plaintiff DE JONG's employment and were performed for the benefit of said Defendant.

3 2.3 The Grand Mound, WA, Great Wolf Lodge that employed Plaintiff DEJONG is  
 4 located on 43-acres in Thurston County, WA. At this Washington State location, Defendant  
 5 GREAT WOLF plans, manages and oversees the staff and operations of the 398-room hotel,  
 6 conference center, indoor water park, including 78,000 square feet of entertainment area, a  
 7 30,000 square foot conference center, a 10,800 square foot ballroom, various meeting rooms, a  
 8 business center, and catering services.<sup>1</sup> Defendant GREAT WOLF employs over 500 workers at  
 9 this Washington State location. This location of Defendant GREAT WOLF draws in excess of  
 10 400,000 customers per year travelling to and from the Lodge on roads through Thurston County.  
 11

12 **2.4 Management Authority & Control of Grand Mound, WA, Great Wolf Lodge**

13 In 2005, Defendant GREAT WOLF and the WA State Chehalis Indian Tribe (the  
 14 "Tribe") formed "CTGW, LLC" (a Delaware chartered limited liability company) to develop,  
 15 build and operate the Defendant GREAT WOLF LODGE located in Grand Mound, WA.  
 16 CTGW, LLC is a joint venture of Defendant GREAT WOLF, through its wholly-owned  
 17 subsidiary Great Wolf Lodge of Chehalis, LLC, and the Tribe.  
 18

19 2.5 The operation and management of the Grand Mound, WA, Great Wolf Lodge is not  
 20 performed by the Tribe or CTGW, but by Defendant GREAT WOLF and its wholly owned  
 21 subsidiary, Great Lakes Services, LLC ("GLS"), pursuant to a Management Services Agreement.  
 22 The Tribe is significantly removed from the day-to-day management of the Lodge that is  
 23 performed by Defendant GREAT WOLF and its wholly owned subsidiary GLS. The  
 24

25 <sup>1</sup> *CTGW, LLC (Petitioner) and Confederated Tribes of the Chehalis Reservation (Intervenor) v. Thurston County*  
 26 *Assessor (Respondent)*, Parcel No. 99002085874, Petition Nos.: 09-1559, 10-1232, 11-0778, 12-0894 and 13-0607.  
 BEFORE THE BOARD OF EQUALIZATION FOR THURSTON COUNTY – BRIEF OF RESPONDENT  
 THURSTON COUNTY ASSESSOR, at pg. 4. (Sept. 2014)

1 Management Services Agreement states that the Tribe has no input on the operation of the  
 2 Lodge: "Owner will not interfere or involve itself in any way in the day-to-day operation of the  
 3 lodge." *Id.* In the original CTGW, LLC Agreement, Defendant GREAT WOLF was the  
 4 "managing member" of CTGW with authority to make decisions on behalf of CTGW, including  
 5 authority to appoint all the officers of CTGW. The Tribe and CTGW amended the agreement on  
 6 August 16, 2011 making the Tribe the "managing member" of CTGW. In addition, the 2011  
 7 amendment changed the officers of CTGW to provide three representatives appointed by the  
 8 Tribe, including the Tribal Chairman, and two representatives of Defendant GREAT WOLF.  
 9 Prior to August 16, 2011, Defendant GREAT WOLF appointed all officers of CTGW, and prior  
 10 to September 23, 2009 the CTGW officers were all representatives of Defendant GREAT WOLF  
 11 and did not include any Tribal member. While these changes to the structure of CTGW represent  
 12 an increase in the Tribe's authority within CTGW, management and control of the Lodge was  
 13 retained by Defendant GREAT WOLF and its subsidiary, GLS, as the operator of the  
 14 Grand Mound, WA, Great Wolf Lodge, and CTGW is not allowed to interfere or involve  
 15 itself in any way with the operation.

### 18 III. JURISDICTION & VENUE

19 3.1 Plaintiff DE JONG brings this lawsuit within the applicable WA State three-year  
 20 statute of limitations following the September 26, 2018, date of his unlawful termination from  
 21 Defendant GREAT WOLF.

22 3.2 Jurisdiction and venue is proper in this court pursuant to RCW 4.12.020 and  
 23 4.12.025.

### 25 IV. STATEMENT OF FACTS

26 4.1 Plaintiff DE JONG is a Caucasian male born in 1981. He is a devoted husband

1 and father who is the sole financial support for his wife and two young children.

2 4.2 Plaintiff DE JONG entered the US Navy in 2001 where he studied Advanced  
3 Electronics until he was separated in 2002 earning a General Discharge (Under Honorable  
4 Conditions). Plaintiff DE JONG then went on to a successful career as a Journeyman Electrician  
5 before entering the hospitality field where he was eventually promoted to Director of  
6 Engineering and Maintenance:

- 7 • IBEW Union Local 11– Apprentice Electrician 2003-2005  
8     ✓ Reason for leaving: was offered advancement position at Diamond Bar  
9     Electrical.
- 10 • Diamond Bar Electrical – Journeyman Electrician 2005-2006  
11     ✓ Reason for leaving: was offered position at Mid Cities Electrical.
- 12 • Mid Cities Electrical – Journeyman Electrician January 2006-July 2006  
13     ✓ Reason for leaving: was offered position at Intech Electrical.
- 14 • Intech Electrical – Foreman/Journeyman Electrician July 2006-June 2007  
15     ✓ Reason for leaving: was offered position at Far West Marine Electric
- 16 • Far West Marine Electric – Foreman/Journeyman Electrician June 2007-March  
17     2008  
18     ✓ Reason for leaving: was offered position at Queen Mary
- 19 • Queen Mary – Facility Electrician/Facility Supervisor March 2008-December 2009  
20     Achievements: The Queen Mary Leader of the Quarter Award April 2009  
21     ✓ Reason for leaving: “Management company change/lay-offs”. Just before  
22     Plaintiff DE JONG was wrongfully terminated, a new management  
23     company had taken over the hotel and they were laying off many  
24     employees. Being that Plaintiff DE JONG had been the most recently  
25     hired engineering supervisor, he was the engineering supervisor they  
26     wanted to get rid of and they had been digging for reasons to fire him with  
   cause, so they wouldn't have to pay him unemployment. The incident that  
   led to his termination and his resulting win of unemployment is evidence  
   of this.
- Skamania Lodge – Engineering/Facility Supervisor May 2010-June 2012  
      ✓ Reason for leaving: was offered position at The Heathman Hotel
- The Heathman Hotel – Director of Engineering June 2012 to May 2014  
      ✓ Reason for leaving: was offered position at Skamania Lodge
- Skamania Lodge – Director of Facility Operations/Director of Engineering May  
      2014-November 2017  
      Achievements: Destination Hotels 2014 Fiscal/Physical Responsibility Award  
      ✓ Columbia Leadership Development Program training through Columbia  
      Leadership Institute dated Spring 2015



✓ Reason for leaving: was offered position at Great Wolf Lodge

4.3 Defendant GREAT WOLF pursued Plaintiff DE JONG and aggressively recruited him to join their team. During his employment with Defendant GREAT WOLF Plaintiff DE JONG consistently performed above his target quotas in all areas. He received the following accolades and continued his education by obtaining the following certificates during his employment with Defendant GREAT WOLF:

- Certified Director of Engineering Certificate of Completion dated April 30, 2018;
- Certified Pool/Spa Operator Certification dated May 3, 2018;
- Certified Hospitality Facilities Executive from American Hotel & Lodging dated July 5, 2018;
- Laundry Team Thank You - Recognition of Plaintiff DE JONG and his team for the responsiveness dated August 1, 2018;
- Aerial & Scissor Lift Operator Certification of Completion dated August 16, 2018;
- Classes 1, 4, 5 Powered Industrial Trucks in compliance with OSHA Standard 29 CFR 1910, 1926 Certificate of Completion dated August 16, 2018

4.4 On September 26, 2018, Defendant GREAT WOLF terminated Plaintiff DE JONG's employment giving him the reason that he had demonstrated "poor work performance". The reason provided by Defendant GREAT WOLF for Plaintiff DE JONG's termination is pre-textual as it wholly contradicts his consistent above-quota work performance and accolades from Defendant GREAT WOLF.

4.5 Plaintiff DE JONG was hired by Defendant GREAT WOLF on October 25, 2017. Defendant GREAT WOLF hired Plaintiff DE JONG to the full-time role of Director of Engineering, with a start date of November 20, 2017. Plaintiff DE JONG excelled in his role with Defendant GREAT WOLF and worked as the Director of Engineering for over ten and a half (10.5) months without any issues. During this time, Plaintiff DE JONG received recognition from Defendant GREAT WOLF for his exceptional work performance, both individually and for



1 his leadership in driving his team to consistently meet or exceed performance goals, including  
 2 recognition of Plaintiff DE JONG and his team for the responsiveness on August 1, 2018.

3 4.6 On September 26, 2018, Defendant GREAT WOLF terminated Plaintiff DE JONG's  
 4 employment, stating that the reason for his termination was that he had demonstrated "poor work  
 5 performance" (this despite Plaintiff DE JONG never receiving a reprimand, written or otherwise,  
 6 during his employment with Defendant GREAT WOLF, as evidenced by his personnel file with  
 7 Defendant GREAT WOLF). The reason provided by Defendant GREAT WOLF for Plaintiff DE  
 8 JONG's termination is pre-textual, as it wholly contradicts Plaintiff DE JONG's consistently  
 9 praised stellar work performance and accolades from Defendant GREAT WOLF. What was the  
 10 catalyst to cause Defendant GREAT WOLF to do a 180 in deciding that their almost year-long  
 11 shining star employee with accolades and zero reprimands had suddenly become a horrible  
 12 employee deserving of termination?  
 13

14 **A. Plaintiff DE JONG Reports Onsite Safety Risk to Defendant GREAT WOLF**

15  
 16 4.7 On January 23, 2018, Plaintiff DE JONG followed Defendant GREAT WOLF  
 17 workplace policies and reported the Director of Rooms, Marilyn Milani, for vandalism and  
 18 destruction of Defendant GREAT WOLF's property. As seen below, Ms. Milani wrote various  
 19 graffiti on an interior wall and then destroyed it. Per Defendant GREAT WOLF's policy,  
 20 Plaintiff DE JONG immediately photographed the damage and reported it to Defendant GREAT  
 21 WOLF's Human Resources Manager, Ms. Tawni Houk ("HR Houk"), via text message.  
 22  
 23  
 24  
 25  
 26



*See* Text Messages with Tawni Houk dated January 23, 2018.

4.8 Prior to reporting the damage to HR Houk on January 23, 2018, Plaintiff DE JONG did not have any problems with or reprimands by Defendant GREAT WOLF regarding his work performance or otherwise.

4.9 The following day, on January 24, 2018, Ms. Milani emailed Plaintiff DE JONG stating that she had begun destructively tearing the wall down in housekeeping via her pack ritual but did not plan on encountering insulation and metal. She then asked Plaintiff DE JONG to schedule someone to remove the wall. *See* Email from Marilyn Milani dated January 24, 2018. Plaintiff DE JONG was concerned about her actions, as they involved destruction of Defendant GREAT WOLF's property in violation of workplace policy, as well as him recognizing that her actions posed the potential for safety risks.

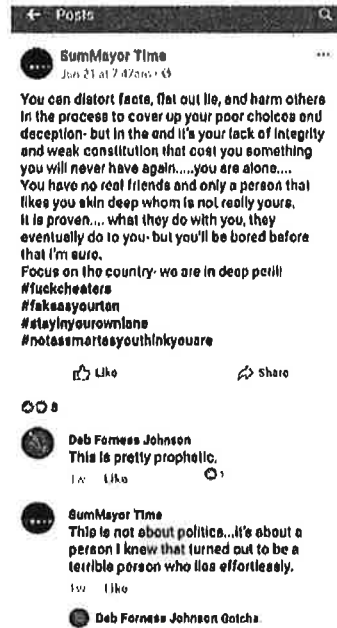
4.10 On January 25, 2018, Plaintiff DE JONG spoke to Defendant GREAT WOLF's General Manager, Nadine Miracle ("GM Miracle"), about the damage. GM Miracle was Plaintiff DE JONG's direct supervisor throughout the course of his employment with Defendant GREAT WOLF. During this conversation, GM Miracle's response to Plaintiff DE JONG was that she was waiting for him to bring it up.

1           4.11 The next day, Ms. Milani retaliated against Plaintiff DE JONG for reporting the  
2 damage by claiming (without any supporting evidence whatsoever) to HR Houk that Plaintiff DE  
3 JONG "objectified women." There was no other employee corroboration or witnesses to her  
4 claims, which came in direct response to him bringing forward the well-founded safety  
5 complaints. Instead, when Plaintiff DE JONG pointed to the timing of her claims being  
6 suspicious (due to him having just reported her for vandalism and unsafe destruction of  
7 property), GM Miracle and HR Houk responded that while the timing was coincidental,  
8 Defendant GREAT WOLF would not consider the claims retaliatory due to the nature of Ms.  
9 Milani's claims.  
10

11           4.12 When her claim did not result in any disciplinary action for Plaintiff DE JONG,  
12 Ms. Milani started a rumor that Plaintiff DE JONG was having an affair with a coworker. Ms.  
13 Milani perpetrated this scurrilous slander and libel throughout Plaintiff DE JONG's entire  
14 workplace and even posted about it on public social media pages. Ms. Milani also ran an  
15 unauthorized audit through the workplace computer system on Plaintiff DE JONG and his  
16 alleged mistress, Ms. Arianna Herbert (Kids Experience & Special Events Manager for  
17 Defendant GREAT WOLF), then gave Plaintiff DE JONG's personal contact information to an  
18 individual of the public – Ms. Herbert's husband, Daniel Herbert. Presumably, Ms. Milani did  
19 this hoping that Mr. Herbert would confront Plaintiff DE JONG, damaging his professional and  
20 family life. Ms. Milani's audit found nothing and she was reported to HR by other employees.  
21 Plaintiff DE JONG was made aware of the unauthorized audit by one of his employees, Wyatt  
22 Hubbard.  
23  
24

25           4.13 Despite Ms. Milani's termination, she and a cluster of her Defendant GREAT  
26 WOLF coworker friends continued to retaliate against Plaintiff DE JONG through defamation

1 and harassment in Defendant GREAT WOLF's workplace and on social media (the number of  
 2 Defendant GREAT WOLF's employees on social media created a potential virtual workplace  
 3 that was retaliatorily and hostile towards Plaintiff DE JONG). Some of the posts were even  
 4 threatening. *See, e.g.*, screenshot below of Marilyn Milani's Facebook page.



17 4.14 On January 31, 2018, at a Defendant GREAT WOLF company awards ceremony  
 18 called the Wolfy Awards, Plaintiff DE JONG's wife was nearly accosted by Daniel Herbert  
 19 under the persuasion of Ms. Milani, who had urged Mr. Herbert to publicly confront Plaintiff DE  
 20 JONG's wife regarding the "alleged affair" between their two spouses. Plaintiff DE JONG's  
 21 coworker, Ms. Natalie Spahn, intervened before Mr. Herbert physically came in contact with  
 22 Plaintiff DE JONG's wife and Ms. Spahn subsequently reported the incident to Defendant  
 23 GREAT WOLF's Human Resources.

25 4.15 This incident was the catalyst to Plaintiff DE JONG learning of Ms. Milani's  
 26 slanderous statements about him in the workplace. The following day, Ms. Spahn reached out to

1 Plaintiff DE JONG and made him aware of what had occurred to his wife at the Wolfy Awards  
2 the night prior, about the rumors circulating the workplace and social media regarding him, and  
3 that she had reported all the aforementioned to Defendant GREAT WOLF Human Resources.

4 4.16 At this point, Plaintiff DE JONG's working environment had become increasingly  
5 hostile and incredibly uncomfortable for him, due to everything that had transpired in January.  
6 Ms. Milani was increasingly hostile towards Plaintiff DE JONG, which greatly impeded his  
7 ability to perform his job functions that relied heavily on clear communication between he and  
8 Ms. Milani. On multiple occasions, Plaintiff DE JONG verbally made GM Miracle aware of Ms.  
9 Milani's behavior towards him, which directly impeded his ability to communicate with her and  
10 allow him to complete his work duties. GM Miracle continuously stated that she disagreed that  
11 any such behavior towards Plaintiff DE JONG was occurring from Ms. Milani. Defendant  
12 GREAT WOLF management effectively tied Plaintiff DE JONG's hands from completing his  
13 assigned work duties by failing to follow Defendant GREAT WOLF workplace policy regarding  
14 their duty to address employee's voiced concerns regarding unacceptable workplace employee  
15 behavior like that exhibited repeatedly by Ms. Milani's towards Plaintiff DE JONG – behavior  
16 that fully impeded the vital exchange of communication between Plaintiff DE JONG and Ms.  
17 Milani. Defendant GREAT WOLF's upper management turned their back on Plaintiff DE  
18 JONG for him simply doing what Defendant GREAT WOLF had trained him to do in reporting  
19 safety concerns discovered on Defendant GREAT WOLF property.  
20  
21

22 4.17 On February 26, 2018, Ms. Milani procured a bid for demolition of the damaged  
23 wall without the knowledge of Plaintiff DE JONG. *See* PNE Construction Bid dated February  
24 26, 2018.  
25  
26

1           4.18 On March 14, 2018, Ms. Milani notified Plaintiff DE JONG that she has arranged  
2 for construction repair of the wall and declares that the wall repair cost will come out of Plaintiff  
3 DE JONG'S engineering department budget. The following day, Plaintiff DE JONG responded  
4 to Ms. Milani indicating that he needed to sign off on any repairs and/or modifications done to  
5 the building and that any money being spent out of his department's budgets needs his approval.

6 *See* Emails with Marilyn Milani dated March 14, 2018.

7           4.19 Later that same day, Ms. Milani emailed the contract to Plaintiff DE JONG with  
8 GM Miracle cc'd to the email. In the email, Ms. Milani again insisted that the expense would be  
9 coming out of Plaintiff DE JONG's budget. GM Miracle responded to the email that she must  
10 defer to Kristin (Defendant GREAT WOLF's Director of Finance) to determine which  
11 department's budget it would be coded to. *See* Emails with GM Miracle dated March 15, 2018.

12           4.20 Ms. Milani's employment with Defendant GREAT WOLF was ultimately  
13 terminated in March 2018. As a side note, after Ms. Milani's termination, GM Miracle requested  
14 that the wall be repaired.

15           4.21 In April 2018, GM Miracle held a meeting with Plaintiff DE JONG to go over his  
16 90-Day Performance Review. In every single area, GM Miracle evaluated Plaintiff DE JONG's  
17 work as "Consistently Meets" and his Overall work as a "Strong Contributor". GM Miracle's  
18 comments concerning Plaintiff DE JONG's job performance were as follows:

- 19           • **Goals:** Overall in Jeremy's first 90-days he has shown initiative to learn his business  
20 and train and support his team. Jeremy is quick to address open items and has focused  
21 his team to have the same sense of urgency.
- 22           • **Values:** Jeremy's values align with those of our organization. He is a team player and  
23 looks to support all departments and his team. We look forward to his contributions to  
24 the team in 2018.
- 25           • **Overall:** In Jeremy's first 90-days he has focused a lot on getting to know his team and  
26 our business. Jeremy is a hands-on leader and has a can do attitude. As our



1 maintenance programs and capital projects start progressing this year, we look  
2 forward to the overall improvement that will be made to the lodge".

3 *See* Plaintiff DE JONG's 90-Day Performance Review dated April 2018.

4 4.22 On May 28, 2018, Ms. Herbert asked Plaintiff DE JONG if he would be willing to  
5 help her by going to Seattle Children's Hospital to fulfill a child's Make\*A\*Wish by acting as a  
6 character on the following Monday, June 4, 2018. Being that Mondays were generally slow for  
7 the department with only two pack members needed on shift, Plaintiff DE JONG agreed to help  
8 her.

9 4.23 On Friday, June 1, 2018, Plaintiff DE JONG was confronted by GM Miracle, who  
10 asked that he stay at the hotel instead of going to Seattle. Plaintiff DE JONG told her that he  
11 would do whatever she preferred him to do. Then on Monday, June 4, 2018 at about 10:50 AM,  
12 GM Miracle came to Plaintiff DE JONG and asked him if he still wanted to go. Plaintiff DE  
13 JONG asked Ms. Miracle if she needed him to go, to which she answered yes. Plaintiff DE  
14 JONG told her to give him five (5) minutes and he would be ready. At about 11:20 AM, Ms.  
15 Herbert and Plaintiff DE JONG left for Seattle with Ms. Herbert driving. At 11:30 AM Plaintiff  
16 DE JONG received a phone call from GM Miracle saying that all the pack members needed to  
17 ride with Ms. Miracle and to wait for them.

18 4.24 Ms. Herbert pulled over at the rest stop to wait for GM Miracle and the rest of the  
19 team. Ms. Herbert was upset and did not want to drive alone to Seattle so Plaintiff DE JONG  
20 instructed her to talk to GM Miracle about it. Ms. Herbert texted GM Miracle who said that  
21 Mistina would be riding with Ms. Herbert. Plaintiff DE JONG got the feeling that GM Miracle  
22 did not trust him to be alone with Ms. Herbert.

23 4.25 When everyone arrived at the hospital Ms. Herbert told Plaintiff DE JONG that  
24 GM Miracle had told her that the reasoning behind Plaintiff DE JONG having to ride with GM



1 Miracle was that “boys and girls should not ride alone in cars together”. Plaintiff DE JONG felt  
2 as though he was being singled out when he offered to go on the trip meant to encourage a child  
3 suffering from cancer. GM Miracle instead made the day an ordeal about Plaintiff DE JONG’s  
4 helping out and then making sure he was never alone with a person of the opposite sex. On the  
5 ride home, however, she left everyone to ride with Ms. Herbert.

6 4.26 On June 5, 2018, Plaintiff DE JONG and his alleged mistress, Ms. Herbert, both  
7 filed complaints with Human Resources. The complaints detailed how their boss, GM Miracle,  
8 believed the slander and libel perpetrated by Ms. Milani. This was evidenced by GM Miracle’s  
9 actions at the hospital the day prior and her treating Ms. Herbert and Plaintiff DE JONG  
10 differently because of said belief, specifically her comments regarding the two of them  
11 interacting together at work.

12  
13 4.27 In June 2018, when Plaintiff DE JONG asked HR Houk for an update on his  
14 submitted complaints, HR Houk relayed that Bryan Robinson of Corporate Human Resources  
15 had instructed her to put a stop to any further complaints. HR Houk said that Mr. Robinson had  
16 specifically stated “if employees want to file complaints, they know where the door is.”

17  
18 4.28 In July 2018, GM Miracle’s bias against Plaintiff DE JONG was further  
19 substantiated when he had been given the impression of being the frontrunner candidate for the  
20 Corporate Engineering Manager position, until Bob Holesko, the Corporate Director of  
21 Engineering, spoke to Plaintiff DE JONG’s boss, GM Miracle. After that conversation took  
22 place, Plaintiff DE JONG was suddenly notified by Mr. Holesko that “he was going in another  
23 direction.

24  
25 4.29 On July 24, 2018, Plaintiff DE JONG attended a meeting with GM Miracle and  
26 Assistant General Manager, Nick Licastro (“AGM Licastro”), regarding one of Plaintiff DE

1 JONG's employees, the Waterpark Maintenance Manager, Skylar Bruhy. In the meeting Plaintiff  
2 DE JONG politely stated that he had a different view concerning the issue, which was that AGM  
3 Licastro had felt an email from Mr. Bruhy had been disrespectful of AGM Licastro's position.  
4 After the meeting, GM Miracle and AGM Licastro went to HR Houk's office and threatened  
5 stating that "Jeremy [Plaintiff DE JONG] will regret being mean to us in that meeting". Plaintiff  
6 DE JONG then went to HR Houk himself to summarize the meeting, so she was fully aware of  
7 all sides regarding the employee. At that point, HR Houk informed Plaintiff DE JONG about  
8 what GM Miracle and AGM Licastro had said. Plaintiff DE JONG confirmed with HR Houk that  
9 the word "mean" was the exact word used; not unprofessional, not insubordinate. HR Houk  
10 confirmed the exact statement was "Jeremy [Plaintiff DE JONG] will regret being mean to us."

12 4.30 Due to the threatening nature of what was said to HR Houk by GM Miracle and  
13 AGM Licastro, HR Houk felt compelled to make Plaintiff DE JONG aware of what had been  
14 said in confidence.

15 4.31 On August 1, 2018, Plaintiff DE JONG received an email from AGM Licastro with  
16 a thank you from the laundry team. The email indicated that Plaintiff DE JONG's team has been  
17 very responsive to any issues and wanted to show them appreciation. *See* Email from AGM  
18 Licastro dated August 1, 2018.

20 4.32 On Tuesday, August 14, 2018, at 11:30 AM Plaintiff DE JONG was asked to have  
21 a meeting with GM Miracle and AGM Licastro. When Plaintiff DE JONG arrived at this  
22 meeting, he was informed that there were still pack members talking about and accusing him of  
23 having a sexual relationship with Ms. Herbert. During this meeting both GM Miracle and AGM  
24 Licastro made it clear that they believed that slander and libel to be true, as they stated, "Even if  
25 you [Plaintiff DE JONG] are having an affair, there is no company policy against it. However,  
26

1 our concern is the way it would reflect on you [Plaintiff DE JONG] since you both [Plaintiff DE  
2 JONG and Ms. Herbert] are married.” Plaintiff DE JONG vehemently continued to deny the  
3 slander and reiterate that the group of employees harassing him are very close friends outside of  
4 work with Ms. Milani, the woman who was fired after Plaintiff DE JONG reported the  
5 vandalism. In fact, one of the employees even lives with Ms. Milani.

6 4.33 Plaintiff DE JONG then pointed out to AGM Licastro how he was actually  
7 assisting in their behavior, as he had been playing the “middle man” between Megan Wynn,  
8 Defendant GREAT WOLF’s Front Office Manager, and the Engineering Department. The only  
9 time the Engineering Department heard about maintenance concerns from the front office was  
10 through AGM Licastro. Ms. Wynn refused to submit maintenance requests or notifications to  
11 anyone in the Engineering Department. Instead, she would tell AGM Licastro that front office  
12 maintenance issues were being ignored, to which AGM Licastro would send an email or verbally  
13 question Plaintiff DE JONG as to why said issue wasn’t taken care of. In actuality, it would be  
14 the first-time engineering was hearing of any issue.  
15

16 4.34 GM Miracle and AGM Licastro continued stating that Plaintiff DE JONG had to  
17 overcompensate for the rumors. Plaintiff DE JONG questioned if he had done anything that  
18 would cause the rumors to which they responded that there have been no reports of misconduct.  
19 Plaintiff DE JONG then asked what the reports were, and they said that Plaintiff DE JONG and  
20 Ms. Herbert have been seen talking a lot in the back hallway. GM Miracle and AGM Licastro  
21 told Plaintiff DE JONG that he and Ms. Herbert need to change the way they interact with each  
22 other. Specifically, they suggested that Plaintiff DE JONG avoid any and all interaction with Ms.  
23 Herbert while at work and that he should decline any future volunteering opportunities for that  
24 department, such as his dressing up as Wiley the Wolf. Plaintiff DE JONG responded that it  
25  
26

1 would impede his ability to do his job if his and Ms. Herbert's working relationship was to  
2 change.

3 4.35 At this point, Plaintiff DE JONG felt as though he was again being singled out and  
4 harassed because he had a good working relationship with a female coworker while other men  
5 and women who worked for Defendant GREAT WOLF were fine to ride alone in cars and have  
6 closed door meetings. Plaintiff DE JONG was also in disbelief that his willingness to help Ms.  
7 Herbert when she was in desperate need of someone to dress up as Wiley the Wolf was being  
8 seen as a negative by his supervisor.  
9

10 4.36 The next day, on August 15, 2018, Plaintiff DE JONG filed a complaint with  
11 Human Resources concerning the previous day's meeting as it unequivocally exhibited that the  
12 hostile work environment, the slander and libel, and the belief of the rumors by his co-workers  
13 and especially his bosses had become so pervasive as to alter and impede his ability to perform  
14 the duties of his position.  
15

16 4.37 On August 23, 2018, Ms. Herbert notified Plaintiff DE JONG that she had been  
17 called by a coworker, Adele Whittle. Ms. Whittle had told Ms. Herbert that she was instructed by  
18 GM Miracle and AGM Licastro to notify them any time she saw or heard Ms. Herbert speaking  
19 to Plaintiff DE JONG.

20 4.38 Later that day, Plaintiff DE JONG was requested in Human Resources for a  
21 meeting with the Director of Human Resources, Deborah Hudlow ("HR Hudlow"), and the  
22 Western Regional Director of Human Resources, Kate Manzanares ("HR Manzanares"). The two  
23 HR Directors questioned Plaintiff DE JONG about his August 15, 2018 complaint against GM  
24 Miracle and AGM Licastro. HR Manzanares stated that both GM Miracle and AGM Licastro had  
25 spoken to her first about what to say and that she was the one that had directed everything they  
26

1 said to Plaintiff DE JONG that day. HR Manzanares stated that she in no way felt that  
2 conversation had been harassment or contributing to a hostile work environment because it was  
3 an informative conversation, not a disciplinary one. She continued stating that they were simply  
4 letting Plaintiff DE JONG know that if anything he was doing was causing other employees to  
5 see him as someone that would have an affair, then it was his duty to change the way he was  
6 being perceived.

7  
8 4.39 HR Manzanares then asked Plaintiff DE JONG if he was happy working at  
9 Defendant GREAT WOLF and if he was seeking other employment opportunities. Plaintiff DE  
10 JONG informed her that he was unhappy working for Defendant GREAT WOLF and that he was  
11 actively seeking other employment. HR Manzanares asked Plaintiff DE JONG why he was still  
12 there if he was unhappy, and he responded that he had to make a livelihood. Plaintiff DE JONG  
13 continued by stating that although he was unhappy there, he had continued to fulfill his job  
14 duties to the best of his abilities which was reflected in all of his personal and department  
15 scores/reports. HR Manzanares asked Plaintiff DE JONG if the Relocation Repayment  
16 Agreement was the only thing keeping him there and what could they do to either make this  
17 better or to make this go away. Plaintiff DE JONG responded that he could not answer that  
18 without consulting his legal representation.  
19

20 4.40 As a side note, as part of his offer of employment, Defendant GREAT WOLF paid  
21 for Plaintiff DE JONG's relocation from Washougal, WA. The Relocation Repayment  
22 Agreement stated that if Plaintiff DE JONG resigned or was terminated for gross misconduct  
23 within two (2) years, he would be responsible for repaying the full amount.  
24

25 4.41 HR Manzanares requested clarification of if Plaintiff DE JONG had retained an  
26 attorney to which he said yes. At that point, HR Manzanares became defensive and began stating

1 how she did not see that anything had occurred that was enough to warrant a case. HR  
2 Manzanares took the stance of protecting GM Miracle and AGM Licastro and said that Plaintiff  
3 DE JONG was incorrect in his view of the situation. HR Manzanares then said that Plaintiff DE  
4 JONG clearly cannot be "all about the brand" or doing his job properly if he is questioning the  
5 leadership. Plaintiff DE JONG told HR Hudlow and HR Manzanares that he was not the only  
6 employee unhappy with the level of unprofessionalism from the leadership. HR Manzanares  
7 asked Plaintiff DE JONG to name the other employees who had expressed similar views and  
8 Plaintiff DE JONG refused to break their trust and confidentiality.  
9

10 4.42 HR Manzanares responded that as a Director it was Plaintiff DE JONG's job to set  
11 an example and that he was condoning that behavior by other employees in even being a part of  
12 such conversations. Plaintiff DE JONG stated that throughout his ten (10) years in the hospitality  
13 industry, he had worked for some great leaders and even pointed out that HR Hudlow and  
14 himself actually came from the same resort management company before Defendant GREAT  
15 WOLF. Plaintiff DE JONG further stated HR Hudlow herself knew and could vouch for the level  
16 of integrity and professionalism put forth by Plaintiff DE JONG, including the fact that he had  
17 previously been mentored by and worked for some of the best leaders in the hotel and resort  
18 industry. Plaintiff DE JONG then stated that there are a lot of bosses at Defendant GREAT  
19 WOLF, but they are not leaders. Plaintiff DE JONG said that he was not the only  
20 employee/professional that had tried to induct betterment and change at Defendant GREAT  
21 WOLF who was rebuked at every opportunity, and that is not leadership.  
22

23 4.43 On August 29, 2018, Plaintiff DE JONG's counsel sent a Letter of Representation  
24 and an Evidence Preservation Letter to Defendant GREAT WOLF.  
25  
26



1 4.44 On September 19, 2018, Plaintiff DE JONG was pulled into a meeting with AGM  
2 Licastro and HR Hudlow where he was presented with a Performance Improvement Plan (PIP)  
3 dated September 19, 2018. *See* Plaintiff DE JONG's Performance Improvement Plan dated  
4 September 19, 2018.

5 4.45 The PIP was based solely on prior events that were not raised by management at  
6 the time of the occurrence and were being used as an attempt to add bogus negative performance  
7 to Plaintiff DE JONG's personnel file as the examples were falsified or knowingly misconstrued.  
8 At the same meeting, Plaintiff DE JONG was also presented with a Confidential Severance  
9 Agreement and Release. *See* Proposed Confidential Severance Agreement and Release dated  
10 September 19, 2018.  
11

12 4.46 Plaintiff DE JONG was instructed to take the next day off to consider which option  
13 he wanted to pursue. If he wanted to pursue the PIP route, he would have forty-five (45) days to  
14 improve/correct the noted deficiencies. Plaintiff DE JONG also found it unscrupulous that GM  
15 Miracle who had been his primary supervisor since he was hired by Defendant GREAT WOLF  
16 was not included in this meeting but was instead out of town through September 25, 2018.  
17

18 4.47 On September 20, 2018, Plaintiff DE JONG sent an email with a copy of his  
19 contract attached, which stated that his employment contract specifically stated that he reports to  
20 GM Miracle and therefore has been advised that there should be no further conversation  
21 regarding a PIP until she returns. Plaintiff DE JONG continued by stating that he would prefer to  
22 return to work the following day as there was much that needed to be done for an upcoming  
23 event, but he would defer to Defendant GREAT WOLF. Lastly, he stated that he would not be  
24 accepting the Severance Agreement but there was still much conversation that needed to occur  
25 with his contractually designated supervisor regarding the PIP.  
26



1           4.48 HR Hudlow sent a response email which stated that the PIP was presented pursuant  
2 to GM Miracle's direction and any follow up conversations regarding the PIP have also been  
3 authorized by her. She further stated that Plaintiff DE JONG was welcome to return to work, but  
4 that his PIP would be effective at that time, even if it was prior to his meeting with GM Miracle  
5 to sign the PIP.

6           4.49 Due to HR Hudlow's response email on September 20<sup>th</sup> stating the PIP would be  
7 effective the date Plaintiff DE JONG returned to work, regardless of whether or not that was  
8 before the date GM Miracle returned, Plaintiff DE JONG was unable to return to work prior to  
9 the meeting scheduled for September 26, 2018 by HR Hudlow.

11           4.50 On September 21, 2018, Plaintiff DE JONG's counsel sent a letter to Defendant  
12 GREAT WOLF regarding the PIP confirming that he would not be accepting the release of  
13 claim/severance offer but that he valued his work for Defendant GREAT WOLF and wished to  
14 stay employed.

15           4.51 Plaintiff DE JONG returned to work on September 26, 2018 for the meeting  
16 scheduled by HR Hudlow. GM Miracle and AGM Licastro were present for the meeting and HR  
17 Hudlow attended the meeting via telephone. During this meeting Plaintiff DE JONG submitted a  
18 letter to GM Miracle and HR Hudlow which refuted the Improvement/Development Needs  
19 within the PIP. *See* Plaintiff DE JONG's PIP Reply dated September 26, 2018.

21           4.52 After Plaintiff DE JONG provided GM Miracle with his rebuttal to the PIP, GM  
22 Miracle stated that Plaintiff DE JONG was terminated.

23           4.53 Plaintiff DE JONG was not presented with any termination documents at this time.  
24 Instead, after GM Miracle stated that Plaintiff DE JONG was terminated, she brought in Joseph  
25 Dean-Dick from I.T. to clear any company applications from Plaintiff DE JONG's phone. GM  
26

1 Miracle then stated that Plaintiff DE JONG could not enter his office to collect any personal  
2 belongings, at which point Plaintiff DE JONG left the property.

3 4.54 On November 2, 2018, Plaintiff DE JONG's counsel received his personnel file  
4 from Defendant GREAT WOLF. Upon review, it was found that HR Hudlow initialed and dated  
5 on November 2, 2018, Defendant GREAT WOLF's alteration of Plaintiff DE JONG'S  
6 termination form. HR Hudlow altered Plaintiff DE JONG's reason for termination to "Job  
7 Performance and Communication". Plaintiff DE JONG also noted that his April 2018  
8 Performance Review by GM Miracle, his June 5, 2018 Complaint, and the copies of the  
9 educational certifications Plaintiff DE JONG had earned while working for Defendant GREAT  
10 WOLF were missing from his personnel file.

12 \* \* \* \* \*

13 4.55 Defendant GREAT WOLF did not take steps to stop its management-level  
14 supervisor, GM Miracle, from silencing and retaliating against Plaintiff DE JONG in the  
15 workplace. Instead, Defendant GREAT WOLF allowed GM Miracle to treat Plaintiff DE JONG  
16 adversely based on rumors started by Ms. Milani: the same co-worker of Plaintiff DE JONG's  
17 responsible for carrying out the onsite property destruction & safety concerns that Plaintiff DE  
18 JONG had reported to Defendant GREAT WOLF.

20 4.56 In the weeks that followed, Defendant GREAT WOLF continued to retaliate  
21 against Plaintiff DE JONG following his reporting onsite safety concerns, including severe  
22 workplace harassment by Ms. Milani and Defendant GREAT WOLF's GM (Miracle)  
23 perpetuating lies towards and about Plaintiff DE JONG and his "alleged mistress," Ms. Herbert.  
24 **It's nothing short of preposterous that upper management of a corporate employer like**  
25 **Defendant GREAT WOLF in this day and age would not only allow, *but in fact perpetuate,***  
26

1 the retaliatory spread of childish & wholly unfounded slanderous statements made about  
2 an employee like Plaintiff DE JONG who simply did what he was trained by Defendant  
3 GREAT WOLF to do when seeing, then promptly reporting, safety concerns discovered on  
4 Defendant GREAT WOLF's premises.

5 4.57 Defendant GREAT WOLF then wrote-up Plaintiff DE JONG in a Performance  
6 Improvement Plan (PIP) dated September 19, 2018, which, in clear violation of Washington  
7 State law regarding management of employee personnel files, was *based solely on prior events*  
8 *that were not raised by management at the time of the occurrence.* Defendant GREAT WOLF  
9 used this PIP to add bogus negative performance to Plaintiff DE JONG's longstanding stellar  
10 work performance for Defendant GREAT WOLF. Defendant GREAT WOLF then issued  
11 Plaintiff DE JONG a "Release of Claims/Severance Offer" which Defendant GREAT WOLF  
12 required him to either accept or be terminated. Plaintiff DE JONG declined to accept Defendant  
13 GREAT WOLF's "Release of Claims/Severance Offer" and he was terminated on Sept. 26,  
14 2018.  
15

16 4.58 Defendant GREAT WOLF upper management orchestrated a calculated witch hunt  
17 against Plaintiff DE JONG based on preposterous lies, adding bogus reprimands to his  
18 previously sparkly personnel file MONTHS after Defendant GREAT WOLF claims the  
19 fabricated "poor work performance" occurred – all aimed at getting rid of their previously  
20 celebrated rockstar employee, Plaintiff DE JONG, who had the audacity to report safety  
21 concerns he discovered on Defendant GREAT WOLF's property. Safety concerns that put in  
22 danger the safety of Defendant GREAT WOLF employees, vendors and guests (the majority of  
23 which are families with young children) and are thus clearly an issue of interest to public policy.  
24  
25  
26

1           4.59 Plaintiff DE JONG loved his job as Director of Engineering for Defendant GREAT  
 2 WOLF; his actions and decisions were driven by what was the in best interest of the public  
 3 safety and in compliance with public policy laws. Plaintiff DE JONG was incredibly proud to be  
 4 an employee of Defendant GREAT WOLF. Plaintiff DE JONG is devastated that his time with  
 5 the company has ended so suddenly and sadly. That Defendant GREAT WOLF has forced him  
 6 to leave in shame, untruthfully trashing his impeccable reputation in the community by saying he  
 7 deserved to be terminated because his work performance was poor. When all that Plaintiff DE  
 8 JONG did was exercise his legal right under the Washington State Common Law Tort by  
 9 reporting an employee for vandalism and destruction of company property, in compliance with  
 10 company policy. Defendant GREAT WOLF acted like a coward for not protecting Plaintiff DE  
 11 JONG and rather allowing GM Miracle, like any good villain, to lie, manipulate, and perpetuate  
 12 Ms. Milani's hostile and slanderous statements re Plaintiff DE JONG.  
 13

14           **B. Plaintiff DE JONG's Emotional & Physical Repercussions**

15           4.60 As a result of the unlawful acts as wrongful termination in violation of public  
 16 policy inflicted on Plaintiff DE JONG by Defendant GREAT WOLF, Plaintiff DE JONG has  
 17 suffered the following emotional and physical repercussions on an ongoing basis since late June  
 18 2018, continuing through today – worsening symptoms since his September 2018 termination:  
 19

- 20           • Upset stomach/vomiting
- 21           • Digestive issues from stress (diarrhea)
- 22           • Headaches
- 23           • Severe stress
- 24           • Depression
- 25           • Panic attacks
- 26           • Upset stomach/vomiting
- Increased stress
- Back pain
- Insomnia
- Family discord

1           4.61 Plaintiff DE JONG suffers daily headaches, upset stomachs, and diarrhea due to  
2 the anxiety and stress of losing his employment and successful career with Defendant GREAT  
3 WOLF. The emotional toll on he and his family by this entire experience is difficult for him to  
4 describe. As a man, Plaintiff DE JONG is told to be strong and not look weak under any  
5 circumstance. But he can honestly say that while he has had to appear strong, the retaliation he  
6 was forced to endure from Defendant GREAT WOLF has had a hugely damaging effect on he  
7 and his family – financially, emotionally & physically.

9           4.62 Plaintiff DE JONG relocated his family from Washougal, WA to Tenino, WA in  
10 order to take the job with Defendant GREAT WOLF. This was a big move for he and his family,  
11 but they all did it with the excitement that this new job and advancement would bring Plaintiff  
12 DE JONG and their family. Once Plaintiff DE JONG was terminated, he was forced to look for  
13 new work which again relocated their family. Plaintiff DE JONG and his family have moved out  
14 of state to Colorado in hopes of continued professional growth.

16           4.63 This move and job search did not come without its difficulties for Plaintiff DE  
17 JONG and his family. As a result of being forced to relocate, Plaintiff DE JONG and his wife  
18 were forced to sell their family home less than a year after purchasing it. This caused the family  
19 to lose over \$17,000 on the house, and this does not even account for the approximately \$15,000  
20 spent on renovations for the house.

22           4.64 As a result of the incident at the “Wolfy Awards,” Plaintiff DE JONG’s wife has  
23 suffered from nightmares as well as panic attacks from discussions regarding Plaintiff DE  
24 JONG’s workplace and coworkers. She has also suffered from increase in headaches. Plaintiff  
25 DE JONG’s children have also been negatively affected by Defendant GREAT WOLF’s  
26

1 treatment of their father. In addition to having to move away from their extended family in  
2 Washington, Plaintiff DE JONG's children were forced to re-home their two (2) goats and two  
3 (2) cats prior to their out of state move as the rental home they are moving into in Colorado does  
4 not allow pets.

5 4.65 Additionally, Defendant GREAT WOLF terminated Plaintiff DE JONG on what  
6 was actually his ten (10) year wedding anniversary with his wife. There are no secrets between  
7 Plaintiff DE JONG and his wife; he immediately called his wife each time another claim came  
8 forward at work. Having been together for over a decade, their marriage has a strong foundation  
9 of trust and so far has weathered the storm caused by Defendant GREAT WOLF. However, it  
10 has been far from easy. Plaintiff DE JONG's wife is adopted which causes her to have  
11 insecurities regarding relationships and she also suffers from some physical damage due to a  
12 stroke, which makes her self-conscious. The personal nature of the slander by Ms. Milani wasn't  
13 just a targeted attack at ruining Plaintiff DE JONG's work reputation but was also an attack on  
14 his marriage and family – one that especially impacted his wife on an emotionally vulnerable  
15 level. While to-date their marriage has withstood this ordeal, when Plaintiff DE JONG's wife's  
16 insecurities flare up, it makes for an extremely difficult day/week/month for her and their  
17 relationship; they will continue to have to work through the destruction Ms. Milani and  
18 Defendant GREAT WOLF did for a long time to come. Defendant GREAT WOLF Ms. Milani's  
19 unlawful retaliatory acts against Plaintiff DE JONG and GM Miracle's perpetuation of Ms.  
20 Milani's vicious & slanderous rumors, could have cost Plaintiff DE JONG more than just his job  
21 – it could have cost him his wife and two young children.

22 4.66 His wrongful termination from Defendant GREAT WOLF has been emotionally  
23 devastating for Plaintiff DE JONG. Plaintiff DE JONG remains strong for his family and  
24



1 continues to do everything possible to ease the transition to living out of state and starting a new  
2 job in hope that it will start to repair and heal the immense loss his family and he have endured.

3 **V. CAUSE OF ACTION**  
4 **WRONGFUL TERMINATION**  
5 **IN VIOLATION OF PUBLIC POLICY**  
6 *Washington State Common Law Tort*

7 5.1 Plaintiff DE JONG incorporates by reference each and every allegation set forth in  
8 paragraphs 1.1 through 4.66 with the same force and effect as though fully set forth herein and  
9 applies those facts to this cause of action.

10 5.2 Defendant GREAT WOLF committed the common law tort of wrongful termination  
11 in violation of public policy when it terminated Plaintiff DE JONG's employment after he  
12 reported an employee for vandalism and destruction of company policy. Defendant GREAT  
13 WOLF ignored the fact that Plaintiff DE JONG was simply following company policy when he  
14 took pictures of the onsite workplace vandalism/destruction/associated safety risks and sent them  
15 to Defendant GREAT WOLF's HR Houk. Defendant GREAT WOLF ignored the multiple  
16 Human Resources complaints filed by Plaintiff DE JONG related to the retaliatory hostile work  
17 environment created and perpetuated by Defendant GREAT WOLF management and Ms.  
18 Milani.

19 5.3 Rather than support Plaintiff DE JONG for reporting onsite Defendant GREAT  
20 WOLF vandalism & patron safety risks that are of interest to public policy, Defendant GREAT  
21 WOLF instead hushed Plaintiff DE JONG's safety concerns, formally reprimanded him for  
22 bogus performance-based issues that were never addressed previously, then terminated his  
23 employment on September 26, 2018.

24 5.4 Washington State recognizes a common law cause of action for wrongful discharge  
25 in violation of public policy. *Thompson v. St. Regis Paper Co.*, 102 Wash.2d 219, 685 P.2d 1081  
26



1 (1984). The 2015 decision of *Rickman v. Premera Blue Cross*, 358 P.3d 1153, 184 Wn.2d 300  
 2 (Wash. 2015) the court reaffirmed the protections to employees, public or private, for raising  
 3 concerns that are of interest to public policy.

4 5.5 The Washington State Supreme Court's decision in *Rickman* reaffirmed "that  
 5 allowing [this] exception to the at-will doctrine serves to equalize the imbalance of power that  
 6 exists in an employment relationship." *Rickman* at 1158. "Our adoption of the common law tort  
 7 thus signified that the at-will doctrine can no longer 'be used to shield an employer's action  
 8 which otherwise frustrates a clear manifestation of public policy.'" *Id.* (citing *Thompson v. St.*  
 9 *Regis Paper Co.*, 102 Wash.2d 219).

11 5.6 "The tort of wrongful discharge became the subject of an academic treatise by  
 12 Professor Henry Perritt." *Rickman*, at 310 (citing *Henry H. Perritt, Jr., Workplace Torts: Rights*  
 13 *and Liabilities* § 3.14, at 75-76 (1991)). The court in *Rickman* reasoned that, "[i]n *Gardner*, we  
 14 looked to Professor Perritt's treatise to embrace 'a more refined' analysis, in light of the unusual  
 15 facts of that case." *Id.* (citing *Gardner v. Loomis Armored, Inc.*, 128 Wn.2d 931, 940, 913 P.2d  
 16 377 (1996)). "The Perritt test segments its analysis into four parts:

- 18 1. The existence of a clear public policy (the clarity element);
- 19 2. That discouraging the conduct in which the [plaintiff] engaged would
- 20 jeopardize the public policy (the jeopardy element);
- 21 3. That the public-policy-linked conduct caused the dismissal (the causation
- 22 element); and
- 23 4. That '[t]he defendant [has not] offer[ed] an overriding justification for the
- dismissal [of the plaintiff] (the absence of justification element).'"

24 *Id.* at 310 (citing *Gardner* at 941).

25 5.7 The *Rickman* court reasoned, "Gardner recognized a plaintiff may prove 'jeopardy'  
 26 either because his or her conduct directly relates to the public policy or because it was necessary

1 for the effective enforcement of that policy.” *Id.* (emphasis added) (citing *Gardner* at 945; see  
 2 also *Korslund v. DynCorp Tri-Cities Servs., Inc.*, 156 Wn.2d 168, 193-95, 125 P.3d 119 (2005)  
 3 (Chambers, J., *dissenting in part*) (describing *Gardner*); *Cudney*, 172 Wn.2d at 540 (Stephens, J.,  
 4 *dissenting*) (same).

5 5.8 The *Rickman* court continued, “[i]n *Rose* and *Becker*, we clarified that the jeopardy  
 6 analysis appropriately considers whether available alternative remedies are intended to be  
 7 exclusive but does not require an employee to prove that bringing a tort claim is strictly  
 8 necessary to vindicate public policy.” *Id.* at 310 (citing *Rose*, 184 Wn.2d at 282, 286; *Becker*,  
 9 184 Wn.2d at 258; *see also Wilmot v. Kaiser Alum. & Chem. Corp.*, 118 Wn.2d 46, 53-66, 821  
 10 P.2d 18 (1981) (analysis focuses on whether the alternate adequate enforcement mechanism is  
 11 mandatory or exclusive); *Hubbard v. Spokane County*, 146 Wn.2d 699, 717, 50 P.3d 602 (2002)  
 12 (finding zoning code inadequate remedy due to its short statute of limitations); *Smith v. Bates*  
 13 *Tech. Coll.*, 139 Wn.2d 793, 811, 991 P.2d 1135 (2000) (finding Public Employment Relations  
 14 Commission inadequate to vindicate public policy).  
 15

16 5.9 Here, Plaintiff DE JONG followed company policy and reported to his employer,  
 17 Defendant GREAT WOLF, good faith concerns re onsite vandalism/destruction of company  
 18 property/associated safety risks – an act in furtherance of public safety and of interest to public  
 19 policy. Defendant GREAT WOLF thereafter retaliated against and terminated Plaintiff DE  
 20 JONG, despite his history of stellar work performance with Defendant GREAT WOLF. As  
 21 outlined below, Plaintiff DE JONG meets the four-part test for the tort of Wrongful  
 22 Termination in Violation of Public Policy against Defendant GREAT WOLF:  
 23

24 5.10 **Part 1 of 4-Part Test: The existence of a clear public policy (“Clarity” element)**  
 25  
 26

1 Plaintiff DE JONG meets the clarity element required for the tort of Wrongful  
 2 Termination in Violation of Public Policy. The clear public policy is that Defendant GREAT  
 3 WOLF's employees have a duty to report to Defendant GREAT WOLF onsite workplace  
 4 vandalism and property destruction, especially when (like here) these instances pose a safety  
 5 concern for resort guests/customers. Once reported, Defendant GREAT WOLF allowed GM  
 6 Miracle to perpetuate a retaliatory toxic work environment for Plaintiff DE JONG. Defendant  
 7 GREAT WOLF ignored Plaintiff DE JONG's repeated reports to HR of severe workplace  
 8 harassment as a result of him reporting Ms. Milani for the vandalism and property destruction.  
 9 Defendant GREAT WOLF did nothing to support Plaintiff DE JONG and hushed his continued  
 10 complaints to HR.  
 11

12 Plaintiff DE JONG raising concerns and reporting vandalism and destruction of company  
 13 property then silencing/retaliating against him when he tried to defend himself against baseless  
 14 rumors in the workplace and absent Defendant GREAT WOLF's due diligence to even *consider*  
 15 Plaintiff DE JONG's perspective and duty to report (which is part of his job duties as Director of  
 16 Engineering for Defendant GREAT WOLF); then lastly for Defendant GREAT WOLF to move  
 17 forward in retaliation with its plan to terminate Plaintiff DE JONG's employment – is clearly of  
 18 interest to public policy, impacting hundreds of thousands of Defendant GREAT WOLF's  
 19 customers and employees who trust that Defendant GREAT WOLF upper-management is acting  
 20 with diligence and wisdom in handling safety concerns.  
 21

22 5.11 **Part 2 of 4-Part Test: That discouraging the conduct in which the [plaintiff]**  
 23 **engaged would jeopardize the public policy ("Jeopardy" element)**

24 Plaintiff DE JONG meets the "jeopardy" element required for the tort of Wrongful  
 25 Discharge in Violation of Public Policy. Defendant GREAT WOLF silencing, ignoring, and  
 26

1 retaliating against Plaintiff DE JONG for his valid reports of vandalism and destruction of  
 2 property coupled with his Human Resources complaints against the treatment he was receiving  
 3 (as set forth above under the clarity element) by choosing to move forward in retaliation with its  
 4 performance improvement plan to termination plan for Plaintiff DE JONG's jeopardizes public  
 5 policy because it creates a "chilling effect" on Defendant GREAT WOLF employees feeling  
 6 they cannot follow company policy and raise safety concerns without fear of their employment  
 7 being terminated. Defendant GREAT WOLF didn't have to agree with Plaintiff DE JONG's  
 8 reporting on Ms. Milani, but completely silencing even his most basic concerns over the  
 9 treatment he was receiving; then moving forward with terminating his employment – Defendant  
 10 GREAT WOLF's actions meet the "jeopardy" element.  
 11

12       5.12    **Part 3 of 4-Part Test: The public-policy-linked conduct caused the dismissal**  
 13               **(the "Causation" element)**

14       Plaintiff DE JONG meets the causation element required for the Tort of Wrongful  
 15 Discharge in Violation of Public Policy. GM Miracle's decision to silence Plaintiff DE JONG,  
 16 his initial Human Resources complaint, and to choose to instead continue to silence/retaliate  
 17 against him goes against public policy for mindful and due diligence in decisions by managers.  
 18 Plaintiff DE JONG wondered why GM Miracle would make such an unsound decision. Plaintiff  
 19 DE JONG found it to be such an important issue that he filed a second complaint against GM  
 20 Miracle and AGM Licastro on August 15, 2018 as the belief of the rumors by the two of them  
 21 was impeding his ability to do his job.  
 22

23       Just a little over a week after filing the second complaint, on August 23, 2018, Plaintiff  
 24 DE JONG was requested in Human Resources for a meeting with the HR Hudlow and HR  
 25 Manzanares. HR Hudlow and HR Manzanares both agreed that all of the conversations with GM  
 26

1 Miracle had been informative not disciplinary, and therefore, could not be considered  
2 harassment. During this meeting, Plaintiff DE JONG was questioned about seeking other  
3 employment and retaining an attorney to represent him.

4 There clearly exists a causal link between Plaintiff DE JONG raising his concerns of  
5 interest to public policy – and his employment being terminated.

6 **5.13 Part 4 of 4-Part Test: Defendant GREAT WOLF has not offered an**  
7 **overriding justification for the dismissal of Plaintiff DE JONG (the “Absence**  
8 **of Justification” element)**

9 Plaintiff DE JONG meets the “the absence of justification” element required for the tort  
10 of Wrongful Discharge in Violation of Public Policy. Defendant GREAT WOLF’s proffered  
11 reason for its adverse action of silencing/retaliating against Plaintiff DE JONG in the workplace  
12 then terminating Plaintiff DE JONG’s employment was that Plaintiff DE JONG demonstrated  
13 “poor work performance.” Interesting, since Plaintiff DE JONG was never coached or  
14 reprimanded (much less even informed) by Defendant GREAT WOLF about any work  
15 performance issues whatsoever, until he was presented with the September 18, 2018  
16 Performance Improvement Plan. The only employee review Plaintiff DE JONG received prior to  
17 this was his 90-Day Performance Appraisal in April 2018, in which Plaintiff DE JONG and GM  
18 Miracle both rated him as “Consistently Meets” in every category and overall as a “Strong  
19 Contributor.”  
20

21 However, the facts demonstrate that Defendant GREAT WOLF’s proffered reason for its  
22 adverse actions against Plaintiff DE JONG (*i.e.*, Plaintiff DE JONG showed poor work  
23 performance) is pretext for Defendant GREAT WOLF’s actual unlawful reason for terminating  
24 Plaintiff DE JONG in retaliation for him reporting to his employer, Defendant GREAT WOLF,  
25  
26

1 good faith concerns re onsite vandalism/destruction of company property/associated safety risks  
 2 – an act in furtherance of public safety and of interest to public policy.

3 **A. Damages for Wrongful Termination in Violation of Public Policy**

4 5.14 Pursuant to Washington State law, damages available to Plaintiff DE JONG for  
 5 Defendant GREAT WOLF wrongfully terminating him in violation of public policy are nearly  
 6 identical to those available in a WLAD action – economic and non-economic. *Cagle v. Burns &*  
 7 *Roe*, 106 Wn.2d 911, 726 P.2d 434 (1986) (the tort of wrongful discharge in violation of public  
 8 policy is an intentional tort and emotional distress damages are recoverable).  
 9

10 5.15 The WLAD provides that:

11 Any person deeming himself or herself injured by any act in violation of this  
 12 chapter shall have a civil action in a court of competent jurisdiction to enjoin  
 13 further violations, or *to recover the actual damages sustained by the person, or*  
 14 *both, together with the cost of suit including reasonable attorneys' fees* or any  
 other appropriate remedy authorized by this chapter or the United States Civil  
 Rights Act of 1964 as amended...

15 See RCW §49.60.030(2). This includes, but is not limited to back pay, front pay, and  
 16 compensatory damages.

17 • **Attorney's Fees**

18 5.16 Reasonable attorney's fees are awarded in causes of action under the WLAD (RCW  
 19 § 49.60.030(2)) and are similarly awarded in cases like this for Wrongful Termination in  
 20 Violation of Public Policy. Plaintiff DE JONG is entitled to reasonable attorney's fees under  
 21 RCW 49.48.030 because he will be "successful in recovering judgment for wages or salary owed  
 22 to him." "RCW 49.48.030 is a remedial statute and must be construed liberally in favor of the  
 23 employee." *Corey v. Pierce County*, 154 Wn. App. 752, 773, 225 P.3d 367 (2010) (citing *Int'l*  
 24  
 25  
 26



1 *Ass'n of Fire Fighters, Local 46 v. City of Everett*, 146 Wn.2d 29, 34, 42 P.3d 1265 (2002)). The  
 2 statute mandates that:

3 *In any action* in which any person is successful in recovering judgment  
 4 for wages or salary owed to him or her, reasonable attorney's fees, in an  
 5 amount to be determined by the court, *shall be assessed against said*  
 6 *employer or former employer...*

6 See RCW 49.48.030 (emphasis added).

7 5.17 The statutory mandate that reasonable attorney's fees "shall be assessed" against  
 8 the employer is not limited to cases where the employer withheld wages for work actually  
 9 performed. It also applies to "back pay and front pay awards," which will be awarded to  
 10 Plaintiff DE JONG. *Hayes v. Trulock*, 51 Wn. App. 795, 805-06, 755 P.2d 830 (1988). As  
 11 explained by the Washington State Supreme Court:  
 12

13 In *Hayes v. Trulock*, *supra*, several employees brought an action for  
 14 wrongful discharge and recovered damages representing the amount of  
 15 wages they would have earned had they not been discharged. The court  
 16 considered what the appropriate construction of the phrase "wages or  
 17 salary owed" should be. RCW 49.48.030 contains no definition of wage,  
 18 but RCW 49.46.010(2) defines wage as 'compensation due to an employee  
 19 by reason of employment.' *Hayes*, 51 Wn. App. at 806. The Court of  
 20 Appeals found RCW 49.48.030 to be a remedial statute, so construed it  
 21 broadly to include both back pay and front pay awards. *Hayes*, 51 Wn.  
 22 App. at 806.

23 The Court of Appeals relied on *Hanson v. Tacoma*, 105 Wn.2d 864, 719  
 24 P.2d 104 (1986). In *Hanson*, this court awarded attorney fees for a claim  
 25 for back pay. Thus, the statute has been construed to include awards that  
 26 were not for wages for work actually performed, but rather, money due by  
 reason of employment.

Defendant distinguishes *Hanson* because the employee there continued  
 working but at a lower pay level, and the claim was for the difference. It  
 argues the fee award was for a claim based on work actually performed.  
 Thus, it asserts the statute applies only to recover wages owed and not to  
 actions for wrongful termination.

We reject defendant's argument. The employee in *Hanson* recovered back  
 pay for periods during which he did not work, as well as for the time he



1 worked at reduced pay. *Hanson*, 105 Wn.2d at 865-66. The court also  
 2 emphasized that the statute provided for attorney fees “in any action” in  
 3 which a person recovers wages or salary owed. *Hanson*, 105 Wn.2d at  
 4 872. Wrongful discharge actions are not necessarily excluded by the  
 5 terms of the statute.

6 Lost wages damages are in lieu of compensation for services. They  
 7 represent wages that the plaintiff would have received had she not been  
 8 discharged.

9 *Gaglidari v. Denny’s Restaurants, Inc.*, 117 Wn.2d 426, 449-50, 815 P.2d 1362 (1991). Thus,  
 10 “[u]nder RCW 49.48.030, attorney fees are recoverable in actions for wrongful discharge  
 11 where back pay or front pay is recovered as lost wages.” *Id.* at 451 (emphasis added).

12 5.18 In *Brundridge v. Flour Fed. Servs., Inc.*, our Supreme Court also awarded fees on  
 13 appeal under RCW 49.49.030, holding the statute allows for fees where a plaintiff recovers  
 14 damages for lost wages in an action for wrongful discharge in violation of public policy (164  
 15 Wn.2d 432, 458, 191 P.3d 879 (2008)). Simply put, “Washington plaintiffs who succeed in  
 16 wrongful discharge in violation of public policy claims and recover lost wages, are entitled to  
 17 attorney’s fees under RCW 49.48.030.” *Trowbridge v. Nalco Co.*, 2009 U.S. Dist. LEXIS  
 18 24283, at \*14 (W.D. Wash. Mar. 24, 2009) (citing *Brundridge*, 164 Wn.2d at 458).

19 5.19 A plaintiff who succeeds in recovering lost wages is entitled to the costs set forth in  
 20 RCW 4.84.010 and to his attorney’s fees under RCW 49.48.030. *See Brundridge*, 164 Wn.2d at  
 21 458-59 (limiting recovery of prevailing plaintiffs in wrongful discharge cases to the costs stated  
 22 in RCW 4.84.010, based on *Hume v. American Disposal Co.*, 124 Wn.2d 656, 880 P.2d 988  
 23 (1994), and to attorney’s fees under RCW 49.48.030).

24 5.20 Plaintiff DE JONG is entitled to, and will seek, all available remedies against  
 25 Defendant GREAT WOLF (including reasonable attorney’s fees) under the clear and settled  
 26 authority outlined above.

**VI. CLAIM FOR RELIEF**

WHEREFORE PLAINTIFF DE JONG respectfully prays for relief that judgment be entered against Defendant GREAT WOLF as follows:

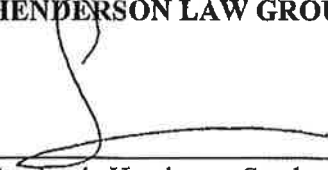
- A. Back pay and front pay damages for an amount to be proved at trial;
- B. Actual and/or general damages in an amount to be proven at trial;
- C. Damages for future loss, emotional distress, pain & suffering, inconvenience, mental anguish & loss of enjoyment of life and any medical expenses flowing therefrom, in an amount to be proved at trial;
- D. The Plaintiff's reasonable attorney fees;
- E. Costs of suit;
- F. Prejudgment interest at the highest lawful rate in an amount to be proved at trial;
- G. Tax consequences, including but not limited to compensation for any tax penalty associated with a recovery;
- H. Judgment in favor of the Plaintiff;
- I. Lost fringe benefits; and
- J. Such other and further relief as the Court may deem just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury in this action of all issues so triable.

1 DATED this 29<sup>th</sup> day of March, 2019.

2 Attorneys for Plaintiff  
3 **HENDERSON LAW GROUP, PLLC**

4  
5 By:   
6 Stephanie Henderson Stocker  
7 WSBA No. 33567  
8 Henderson Law Group, PLLC  
9 1800 Cooper Point Road SW, Bldg. One  
10 Olympia, WA 98502  
11 Stephanie@HendersonLaw.Net

**CERTIFICATION OF PLAINTIFF**

**JEREMY DE JONG**, hereby certifies as follows:

I am the Plaintiff in the above-entitled action. I have read the foregoing Complaint, know the contents thereof, and believe the same to be true. I certify and declare that the foregoing is true and correct, under penalty of perjury under the laws of the State of Washington, RCW 9A.72.085.

DATED at ESTES PARK, CO, this 24 day of March, 2019.  
City State



**JEREMY DE JONG**