

THE HONORABLE MARY E. ROBERTS

SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

ELIZABETH BUSLON; JESSILYN  
ROBERTS; AMY DAVID; LAUREN  
BAUMANN; DANIELLE ESQUIBEL; and  
JOE DAVID,

Plaintiffs,

vs.

SEATTLE IMPACT FC, a Washington  
company; PASL SOCCER, LLC, a Delaware  
company doing business as the MAJOR  
ARENA SOCCER LEAGUE; KEVIN  
MILLIKEN, individually and as Commissioner  
of the Major Arena Soccer League; DION LEE  
EARL, individually and the marital community  
of DION and LAUREL EARL,

Defendants.

NO. 14-2-30325-4 KNT

COMPLAINT FOR DAMAGES

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

I. INTRODUCTION .....4

II. JURISDICTION AND VENUE .....7

III. PARTIES .....8

IV. STATEMENT OF FACTS .....10

    A. Dion Earl’s Self-Obsessed Control of the Seattle Impact.....10

    B. Creation of the Ladies with Impact Dance Team .....12

    C. Sexual Assault of Jessilyn Roberts .....14

    D. Sexual Assault of Elizabeth Buslon.....17

    E. Resignation of Lauren Baumann and Ladies with Impact Dance Team.....21

    F. Resignation of Amy David and Termination of Joe David and Danielle Esquibel .....23

    G. What the MASL Knew or Should Have Known About Dion Lee Earl.....26

    H. Negligence of the MASL and Commissioner Milliken .....31

    I. Willful Withholding of Wages .....32

V. SEXUAL HARASSMENT, SEX DISCRIMINATION, HOSTILE WORK ENVIRONMENT, QUID PRO QUO SEX DISCRIMINATION .....33

VI. ASSAULT AND BATTERY .....35

VII. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.....36

VIII. FALSE IMPRISONMENT .....36

IX. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS.....37

X. CONSTRUCTIVE DISCHARGE AND DISCRIMINATORY TERMINATION.....37

XI. WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY.....38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

XII. FAILURE TO PAY WAGES .....39

XIII. WILLFUL WITHHOLDING OF WAGES .....39

XIV. RETALIATION .....40

XV. NEGLIGENT HIRING, RETENTION, AND SUPERVISION .....40

XVI. PRAYER FOR RELIEF .....41

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

## I. INTRODUCTION

1.1 This is an action for damages for sexual assault, sexual harassment, the creation of a hostile work environment, discrimination, retaliation, infliction of severe emotional distress, willful withholding of wages, and the wrongful termination of employees from a professional sports team, the Seattle Impact FC. These acts were perpetrated by Dion Lee Earl, the Owner and Chief Executive Officer of Seattle Impact FC, with the assistance and approval of Kevin Milliken, Commissioner of the Major Arena Soccer League, who enabled Earl's despicable misconduct and then actively colluded with Earl to conceal it.

1.2 In May 2014, Dion Earl was invited to join the Major Arena Soccer League as the new team owner of the Seattle Impact FC. Earl used this position of power to exploit vulnerable employees for his own sexual gratification.

1.3 From the very moment that MASL welcomed him into the league, Earl was obsessed with creating a "dance team" of young and attractive women. He was more passionate about luring "smoking hot" dancers than he was about a soccer team. Acting as Owner and Chief Executive Officer, Earl pushed the dancers to purchase skimpy outfits he personally selected from "Stripper Boutique," and he invited a dancer to his home for private modeling. Earl then escalated his aggressive sexual conduct and requested "massages" in late-night text messages, and he barraged female employees with unrelenting sexual innuendo and overtures. Eventually, in September, 2014, Earl sexually assaulted two female dance team members in two separate incidents. When Earl's conduct was exposed, he launched a

1 brutal campaign of threats, intimidation, and retaliatory actions against the plaintiffs and  
2  
3 anyone else who did not “have his back.”  
4

5  
6 1.4 MASL knew or should have known that Earl presented grave danger to young  
7  
8 women, and MASL knew or should have known that league employees would be vulnerable  
9  
10 under the power and authority that MASL gave to Earl. Earl’s disturbing history is well  
11  
12 documented and easily obtained through Internet searches and public court records. His past  
13  
14 includes criminal charges for theft and an arrest for robbery, and in one case he forged a  
15  
16 signature on a court order and presented it to a superior court judge. Earl is named in the  
17  
18 *Seattle Times* database of “Coaches Who Prey,” after being terminated from a high school for  
19  
20 inappropriate behavior with an underage cheerleader. He also was a “John” caught in a  
21  
22 prostitution sting, and it is alleged on one website that he harassed prostitutes. In one court  
23  
24 document, Earl is quoted as saying, “*I loved the strip clubs and a nice clean lap dance.*”  
25  
26  
27  
28

29 1.5 Earl also has been involved in multiple cases of alleged domestic violence  
30  
31 against women. In several other cases, women have obtained orders protecting them from  
32  
33 harassment by Earl. For example, in May 2011, an order for protection was entered after Earl  
34  
35 barraged a woman with numerous vulgar text messages including:  
36  
37

38 “You Fucking Cunting Whore! Your such a CUNT!!  
39 Actually your just another typical Mercer Island CUNT!”  
40

41  
42 “You’re a LYING CHEATING fucking Russian CUNTING  
43 WHOREBAG!!!!  
44

45 “Quit being a Money grubbing typical Russian Mercer Island  
46 Whore you CUNT!”  
47

1           1.6     One court record shows that Earl also lobbed vulgar slurs against women,  
2  
3 including apparently his own mother, in an email to his ex-wife in 2010, which states:  
4

5                   [Y]ou can tell your WHORE of an Attorney and yourself to go  
6 get a FUCKING LIFE.  
7

8                   . . . .

9                   You are the most EVIL fucking WHORE on the planet . . . . I  
10 guarantee you I will be posting this on every blog out there for  
11 MEN to stay away from you. You are flat out an EVIL  
12 WHORE!!!!!!!!!!!!  
13

14                   . . . .

15                   You give me no CHOICE but to make sure your LIFE is a  
16 LIVING FUCKING HELL.  
17

18                   . . . .

19                   You[‘re] all a FUCKING PIECE OF SHIT that think that by  
20 keeping my SON away from his father will make me  
21 CHANGE!!! Well wrong FUCKING MOVE all you  
22 FUCKS!!!! and WHORES!!!! And Pieces of SHIT!!!!!!  
23 Including you MOM that have been FUCKING WHOEVER  
24 you WANT behind Dads Back!!!! FUCK all of you that think  
25 I am unstable and on Drugs!!!!!! FUCK YOU ALL!!!!!!  
26  
27

28           1.7     The Major Arena Soccer League willfully disregarded Earl’s destructive and  
29 dangerous past. MASL embraced and partnered with Earl as a new team owner and  
30 negligently bestowed a position of power within its organization. MASL placed Earl into this  
31 position of trust knowing that Earl would be surrounded by young female employees as well  
32 as other players, interns, and league employees. MASL enabled Earl to use his position to  
33 attract young women who would be used as sexual prey.  
34  
35  
36  
37  
38  
39  
40

41           1.8     In September 2014, Commissioner Milliken and the Major Arena Soccer  
42 League became aware that Earl sexually assaulted a female league employee, and the league  
43 knew that Earl was demanding allegiance from other employees under threat of retribution.  
44  
45  
46  
47

1 MASL failed to conduct any reasonable investigation, and certainly did not conduct the type  
2  
3 of investigation expected of a nationwide professional sports league. MASL ratified Earl’s  
4  
5 conduct and chose to do nothing. Milliken told the victims that there was nothing he would  
6  
7 do because Earl “*passed a background check.*”  
8  
9

10 1.9 Milliken compounded the humiliation and suffering of Earl’s victims by  
11  
12 making callous public comments and by colluding with Earl to cover up the sexual assaults.  
13  
14 For example, one of Earl’s victims obtained a Sexual Assault Protection Order in King  
15  
16 County Superior Court after a contested hearing in which Earl’s testimony was deemed not  
17  
18 credible. Milliken intentionally trivialized the victim’s suffering by stating, “The burden to  
19  
20 get a protection order is pretty low. It comes in a lot of divorce cases.” Milliken went even  
21  
22 further and stated, “I really question the story.” And when asked about Earl’s well-  
23  
24 documented and dangerous past, Milliken chose to defend Earl and knowingly made a false  
25  
26 statement. Milliken attempted to divert attention from Earl’s true past by stating, “Earl’s  
27  
28 court history was largely related to his divorce proceedings with an ex-wife.” MASL cast  
29  
30 aside its obligation to protect the safety and well-being of its employees and chose instead to  
31  
32 protect a business partner known to abuse women.  
33  
34  
35  
36  
37

## 38 II. JURISDICTION AND VENUE

39  
40  
41 2.1 All or a substantial portion of the acts complained of herein occurred in King  
42  
43 County, Washington.  
44

45 2.2 At all times relevant hereto, Defendants conducted business in King County.  
46  
47





1           3.4     Plaintiff Lauren Baumann is an individual residing in Bellevue, Washington.  
2  
3     Ms. Baumann was recruited by Earl to be the Director of the Ladies with Impact Dance  
4  
5     Team. She was hired by the Seattle Impact and MASL in August 2014 and was  
6  
7  
8     constructively discharged from the team on September 19, 2014, due to the severe hostile  
9  
10    work environment and sexual harassment created by Earl.  
11

12           3.5     Plaintiff Danielle Esquibel is an individual residing in SeaTac, Washington.  
13  
14     Ms. Esquibel was employed by the Seattle Impact and MASL to be an office administrator.  
15  
16     She was hired in August 2014 and was fired on September 21, 2014 at the direction of Earl  
17  
18     because he did not trust that Ms. Esquibel would have his “back” in relation to the sexual  
19  
20     assaults carried out by Earl on members of the Ladies with Impact Dance Team.  
21  
22

23           3.6     Plaintiff Joe David is an individual residing in Marysville, Washington. Mr.  
24  
25     David was hired in June 2014 by the Seattle Impact and MASL as a Senior Corporate  
26  
27     Account Manager. On September 23, 2014, he was terminated by Earl because he cooperated  
28  
29     with law enforcement in connection with the ongoing investigation of Earl, and because of  
30  
31     Earl’s desire to retaliate against Amy David and to otherwise cover up his unlawful conduct.  
32  
33

34           3.7     Defendant Seattle Impact FC is an organization operating and existing under  
35  
36     the laws of the State of Washington and doing business in King County. Seattle Impact’s  
37  
38     headquarters is located at 418 West Meeker St, Kent, WA 98032. Seattle Impact is an  
39  
40     “employer” subject to Washington state statutes governing employment discrimination and  
41  
42     the payment of wages. Seattle Impact FC functions as a part of, agent for, and on behalf of  
43  
44     MASL.  
45  
46  
47



1 for a professional indoor soccer team in the Seattle Area, and Earl was obsessed with being  
2  
3 the first concurrent player and coach in professional soccer. He was unabashed about his  
4  
5 own self-promotion and he put his own name and his pictures in all of the Seattle Impact  
6  
7 promotional material. He announced his titles as “Owner,” “Chief Executive Office,”  
8  
9 “President,” “Coach,” and “Player” of the Seattle Impact. He began to sign his name with his  
10  
11 former jersey number, “11,” and set up promotional events for himself to sign autographs.  
12  
13 Earl even compared himself to the international soccer superstar David Beckham.  
14  
15

16  
17 4.2 Earl was a tyrant in his control of the Seattle Impact and exercised control  
18  
19 over even the smallest details of the organization. He sent threatening and intimidating  
20  
21 emails to employees and humiliated individuals by unnecessarily copying several of their  
22  
23 colleagues with demands that were well outside of their job title and description, telling them  
24  
25 that if they did not comply, “it will be a bad day for everyone.”  
26  
27

28  
29 4.3 Earl negotiated contracts with vendors but then ordered employees to finalize  
30  
31 the agreements so that, once the merchandise was received, Earl could claim that he never  
32  
33 authorized the final deal and fraudulently keep the goods without paying the vendor.  
34  
35

36  
37 4.4 Earl was unwilling to receive any feedback on his leadership or decisions and  
38  
39 did not tolerate any viewpoints that did not echo his own. Earl forced each employee,  
40  
41 including dance team members, to sign anti-disparagement agreements and frequently  
42  
43 reminded them of the agreement in order to intimidate them from reporting or discussing his  
44  
45 inappropriate conduct and questionable business practices.  
46  
47

1 **B. Creation of the Ladies with Impact Dance Team**

2  
3 4.5 From the very moment that the MASL brought Earl into the League, he was  
4  
5 obsessed with creating an all-female dance team. In his capacity as the CEO of Seattle  
6  
7 Impact, one of Earl's very first priorities was to set aside money for the dance team.  
8  
9

10 4.6 Even before Earl secured a player roster, he began enticing young women to  
11  
12 become interested in the dance team, despite the fact that professional dance teams  
13  
14 customarily organize formal tryouts. Earl scoured social media for attractive young women  
15  
16 and focused his attention on members of a local dance team called the Bombshells, an  
17  
18 affiliate of the Vancouver Stealth, a professional lacrosse team. Earl pursued the dancers  
19  
20 individually by sending them private messages on Facebook. He promised both local and  
21  
22 national exposure of the women's dancing skills via promotional opportunities, and promised  
23  
24 that they would be "the focus of considerable public attention," and that he would "make  
25  
26 them famous."  
27  
28  
29

30  
31 4.7 Earl appointed Lauren Baumann, a 2013 member of the Bombshells, to be the  
32  
33 Director of his new female dance team, which would come to be known as the Ladies with  
34  
35 Impact Dance Team. Earl attempted to groom Ms. Baumann by telling her that she needed to  
36  
37 "stay humble and stay loyal and close" to him.  
38  
39

40  
41 4.8 Despite having appointed Ms. Baumann as the leader of the team, Earl  
42  
43 continued to message young women through Facebook. Even though auditions were still  
44  
45 weeks away, rather than inviting them to a formal tryout or a meeting at the team office. Earl  
46  
47 asked women to meet individually at his home to discuss their level of commitment to the

1 dance team. He studied each woman's physical appearance and made comments rating each  
2  
3 woman's attractiveness. He effusively focused his attention on one particular young woman,  
4  
5 praising how "hot" she was and stating that all of his dance team members needed to be at  
6  
7 least as "hot." Earl asked the same young woman, in a manner laced with sexual innuendo,  
8  
9 to be the team's personal massage therapist. His messages to other dance team members  
10  
11 progressed to inappropriate late night text messages requesting intimate massages and telling  
12  
13 one young woman that he wanted her as his "second wife."  
14  
15

16  
17 4.9 Earl informed team sponsors of his recruitment of young women for his dance  
18  
19 team. He wrote to one sponsor, whose own daughter was recruited by Earl, that there was  
20  
21 "absolutely no dating" between dance team members and the soccer players on his team. In  
22  
23 reference to this rule, he added, "Tell your daughter sorry if she makes the team and or  
24  
25 becomes our squad leader.))lol. Just can't risk it." The comment demonstrates Earl's state of  
26  
27 mind that dance team members were sex objects.  
28  
29

30  
31 4.10 Earl was intent on controlling every detail of the dance team, including the  
32  
33 clothing that the dance team would wear. Prior to auditions, Earl eschewed vendors used by  
34  
35 other professional sports dance teams and instead personally selected outfits from the  
36  
37 clothing vendor "Stripper Boutique." He asked Ms. Baumann to come to his house on the  
38  
39 weekend to be fitted for a "mock uniform," where he intended to present an extensive series  
40  
41 of swimsuits and other selections from "Stripper Boutique" for Ms. Baumann to personally  
42  
43 and privately model for him.  
44  
45  
46  
47

4.11 When the dance team auditions were held, Earl sat in the observation stands

1 and then moved to the judges' table in order to share his personal opinion and rating of how  
2  
3 "hot" each individual dancer was and to hand-select the members of the team.  
4

5  
6 4.12 Following auditions, Earl called the 13 newly selected dance team members,  
7  
8 late at night, to "personally congratulate" them and to inform them that he would be  
9  
10 personally involved with the dance team. Earl suggested that one young dancer could talk  
11  
12 with him about her personal life and suggested that she put his phone number on "speed  
13  
14 dial." Earl continued his inappropriate late night communications throughout the dancers'  
15  
16 employment.  
17

18  
19  
20 **C. Sexual Assault of Jessilyn Roberts**  
21

22 4.13 Earl first contacted Jessilyn Roberts, whom he knew to be a former member of  
23  
24 the Bombshells dance team, through a Facebook private message in August 2014, well in  
25  
26 advance of dance team auditions. He asked Ms. Roberts to meet him personally to discuss  
27  
28 her level of interest in the dance team.  
29

30  
31 4.14 Wary of Earl's intentions, Ms. Roberts declined the first invitation. Earl then  
32  
33 invited Ms. Roberts to his house to discuss a marketing job opportunity with the Seattle  
34  
35 Impact. Ms. Roberts agreed to meet Earl at a Starbucks location near his home.  
36  
37

38 4.15 During this "interview," Earl immediately began inappropriate advances  
39  
40 toward her. He commented on how "hot" she was and said that Ms. Roberts needed to date a  
41  
42 "real man" who took her to fancy places.  
43  
44

45 4.16 Despite her lack of any prior professional experience, Earl hired Ms. Roberts  
46  
47 as an employee of the Seattle Impact to work in advertising sales and attend promotional

1 events even before dance team auditions took place.  
2

3  
4 4.17 On September 4, 2014, Earl called Ms. Roberts at 9:30 pm and asked her, in  
5  
6 her capacity as an employee of Seattle Impact marketing team, to travel with him and one of  
7  
8 his soccer players to Seattle that evening to promote the team at some bars and clubs in  
9  
10 downtown Seattle.  
11

12  
13 4.18 Earl instructed Ms. Roberts to meet him at his house near the city of Kent in  
14  
15 order to travel together to Seattle. When she arrived at Earl's home, Earl gave Ms. Roberts a  
16  
17 Seattle Impact t-shirt that he wanted her to change into. Earl, Ms. Roberts, and soccer player  
18  
19 Gordy Gurson traveled together to Seattle in Earl's car.  
20

21  
22 4.19 Once they arrived in Seattle, Earl sent Gurson on his own to hand out Seattle  
23  
24 Impact flyers at several bars. Earl took Ms. Roberts to hand out flyers to pedestrians and  
25  
26 place them on parked vehicles.  
27

28  
29 4.20 After performing just one hour of marketing work and while Ms. Roberts was  
30  
31 still on the team's time-clock, Earl told Ms. Roberts and Gurson that he was going to take  
32  
33 them to "Dream Girls" strip club to promote the Seattle Impact. Earl paid for himself,  
34  
35 Gurson, and Ms. Roberts to enter. As they walked into the strip club, Earl began to touch and  
36  
37 hug Ms. Roberts, who was visibly uncomfortable and withdrawn, and told her to "relax."  
38  
39

40  
41 4.21 Earl then brought over an exotic dancer to Gurson and Ms. Roberts and asked  
42  
43 Ms. Roberts if she was "ready". Earl instructed her to follow him and the exotic dancer to a  
44  
45 private room. Ms. Roberts declined several times until she felt that she had to follow him,  
46  
47 fearing that she would lose her job or be left alone in the club without means to get home.

1 Earl refused Ms. Roberts' request that Gurson accompany them to the private room and  
2  
3 instructed Gurson to stay where he was.  
4

5  
6 4.22 Earl, the owner and CEO of her new employer, led Ms. Roberts to the private  
7  
8 "VIP" section of the club. He handed the exotic dancer \$500 in cash and told Ms. Roberts,  
9  
10 "You're going to get spoiled tonight. I'm going to spoil the hell out of you."  
11

12  
13 4.23 Ms. Roberts felt awkward and terrified. She tried to sit as far away from Earl  
14  
15 as possible, but Earl reached over and put his hand on the back of Ms. Robert's neck telling  
16  
17 her again to "relax." Ms. Roberts tried to pull away, but the entire time she was forced to be  
18  
19 in the VIP section, Earl kept his hand firmly on the back of her neck.  
20

21  
22 4.24 With a firm grip on Ms. Robert's neck, Earl sexually assaulted her by rubbing  
23  
24 her inner thigh and putting his mouth on her breast against Ms. Roberts' will and requests  
25  
26 that he stop touching her.  
27

28  
29 4.25 To escape the assault, Ms. Roberts forced her way out of Earl's grip and told  
30  
31 him she needed to use the restroom and that she didn't feel well. She hurried to a restroom  
32  
33 where she hid until she felt safe enough to look for Gurson. It was well past midnight and  
34  
35 her car was over 30 miles away, so Ms. Roberts had no choice but to wait with Gurson for  
36  
37 Earl to return to drive them home.  
38  
39

40  
41 4.26 As Earl, Gurson, and Ms. Roberts left the club, Earl looked at Ms. Roberts and  
42  
43 said, "What happens at Dream Girls stays at Dream Girls."  
44

45  
46 4.27 When they returned to Earl's home, Ms. Roberts quickly made her way to her  
47  
own car in order to leave. Earl asked her to stay at his house that night and she immediately



1 declined. Earl continued to call and text message Ms. Roberts later that same night into the  
2  
3 early morning hours.  
4

5 4.28 Mortified about what had happened and feeling completely violated, Ms.  
6  
7 Roberts was uncertain about what to do. With dance team auditions the next day, she did not  
8  
9 want to ruin her or anyone else's chance of dancing for a professional sports team. She made  
10  
11 the difficult decision to internalize what had happened and remained quiet out of fear for  
12  
13 what would happen if she revealed what Earl had done to her.  
14  
15

16  
17 **D. Sexual Assault of Elizabeth Buslon**  
18

19 4.29 In addition to Ms. Roberts, Earl aggressively pursued Elizabeth Buslon, at first  
20  
21 via Facebook, and offered her an opportunity to continue her professional dance career as an  
22  
23 employee of Seattle Impact and MASL.  
24  
25

26 4.30 Earl offered Ms. Buslon the position of co-captain even before auditions took  
27  
28 place. Earl promised Ms. Buslon that the team would receive all of the public exposure,  
29  
30 training and choreography resources, and opportunities to travel that a respected and  
31  
32 professional dance team could expect. He also suggested that he could finance her dream of  
33  
34 running her own dance studio. It was not long before Earl began communicating  
35  
36 inappropriately with Ms. Buslon. While Ms. Buslon attempted to deflect Earl's advances and  
37  
38 remain professional, Earl kept reiterating his promises to promote the dance team and to  
39  
40 possibly fund Ms. Buslon's dance studio.  
41  
42  
43  
44  
45  
46  
47

1           4.31   Earl used Ms. Buslon's position as co-captain as an excuse to contact her,  
2  
3 often afterhours, to discuss work-related matters such as dance team attendance at  
4  
5 promotional events for the Seattle Impact.  
6

7  
8           4.32   Ms. Buslon became aware of Earl's inappropriate communications and contact  
9  
10 with several other dance team members, and she discussed Earl's inappropriate conduct with  
11  
12 Ms. Baumann on several occasions. As a result of Earl's conduct, Ms. Baumann and Ms.  
13  
14 Buslon devised various dance team policies and procedures to protect the members of their  
15  
16 team and to distance themselves from Earl and his conduct. One such policy required dance  
17  
18 team members to attend Seattle Impact promotional events in pairs, rather than alone.  
19  
20

21  
22           4.33   Ms. Buslon and Ms. Baumann informed Earl about the change in policy and  
23  
24 that more than one dance team member must attend each promotional event. Earl ignored the  
25  
26 policy and continued to schedule dance team members to be alone with him.  
27  
28

29           4.34   Earl's late night text messages to Ms. Buslon, and requests that she meet him  
30  
31 and travel with him, increased both in frequency and insistency. Earl requested that she  
32  
33 accompany him to perform promotional work on an upcoming trip to Chicago to recruit  
34  
35 professional soccer players. Ms. Buslon was not comfortable traveling with Earl alone and  
36  
37 asked that at least one additional dance team member attend the promotional trip to Chicago.  
38  
39  
40

41           4.35   Under the pretense of planning the details of the Chicago trip, Earl set up a  
42  
43 meeting for September 17, 2014 at his home.  
44

45           4.36   Ms. Buslon was told that Gurson would be in attendance at the meeting and  
46  
47 that dance team members would also be present via telephone conference.

1           4.37    After taking steps to make sure she would not be alone with Earl, on  
2  
3           September 17, 2014, Ms. Buslon reported to Earl’s home for the meeting. Earl greeted her at  
4  
5           the door, embraced her in a lingering hug, and kissed her on the side of her head.  
6  
7

8           4.38    Ms. Buslon pulled away from Earl and proceeded to the living room where  
9  
10          she expected the meeting to commence. To her surprise, Gurson was not present and her  
11  
12          colleagues had not been teleconferenced into the meeting.  
13  
14

15          4.39    Ms. Buslon waited for Earl to sit down in an attempt to sit as far away from  
16  
17          Earl as possible. Instead, Earl repositioned himself on the couch right next to Ms. Buslon.  
18  
19

20          4.40    Earl asked Ms. Buslon for a massage and she declined. He then asked her if  
21  
22          he could massage her, and she again declined and stood to leave.  
23  
24

25          4.41    Earl, the owner and CEO of her new employer, put his hand on Ms. Buslon’s  
26  
27          back and told her to “relax.” He forced her to lie down on her stomach in a prone position on  
28  
29          the ottoman of his couch.  
30  
31

32          4.42    Ms. Buslon protested telling Earl that she was not comfortable, she did not  
33  
34          like what was happening, and reminded him that he was her boss and she wanted to keep  
35  
36          things professional.  
37  
38

39          4.43    Earl was undeterred and said, “I know I’m your boss, but no one has to know.”  
40  
41          He climbed on to Ms. Buslon and straddled her, pressing her face into the ottoman. He  
42  
43          whispered to her, “I know you like me.”  
44  
45

46          4.44    Earl then continued his sexual assault on Ms. Buslon. He pulled up her shirt,  
47  
unhooked her bra, and rubbed her back. Earl ground his erect genitals into her backside and

1 groaned. Earl then attempted to pull down Ms. Buslon's leggings. She was terrified and  
2  
3 tried to escape the assault by grabbing her leggings while struggling to prevent Earl from  
4  
5 pulling down her pants.  
6  
7

8 4.45 Ms. Buslon fought to get out from under Earl and reassembled her clothing as  
9  
10 she tried to flee for the door. Earl cut off Ms. Buslon's path and physically prevented her  
11  
12 from leaving using his considerably larger frame and strength to block her only reasonable  
13  
14 means of escape.  
15  
16

17 4.46 Earl began to forcibly grope Ms. Buslon grabbing and fondling her breasts and  
18  
19 buttocks and attempted to kiss her again. Ms. Buslon realized that she was crying because  
20  
21 she could see her mascara makeup smeared on Earl's shirt.  
22  
23

24 4.47 As Earl groped Ms. Buslon from behind, he whispered in her ear, "Everything  
25  
26 that happens between us, stays between us, right?!" Ms. Buslon was terrified, she pulled  
27  
28 away, and sprinted out the door.  
29  
30

31 4.48 Ms. Buslon immediately drove to a nearby grocery store parking lot where she  
32  
33 vomited in her car from the severe physical and emotional distress she had just endured.  
34  
35

36 4.49 That evening, Earl sent desperate text messages to Ms. Buslon asking if  
37  
38 everything was "ok." Later, when his conduct was exposed, Earl began a campaign to cover  
39  
40 up the sexual assault. He called his employee Gurson and elicited him to write a false  
41  
42 declaration, which Earl intended to use to deceive law enforcement officers and potentially a  
43  
44 court. In a recorded conversation, Gurson is heard objecting as Earl dictates perjurious  
45  
46 details of the events, which Earl directed Gurson to include in a declaration. Specifically,  
47

1 Earl wanted Gurson to state that Gurson had come downstairs when Ms. Buslon was present,  
2  
3 that Gurson overheard Earl and Ms. Buslon discussing only the trip to Chicago, and that  
4  
5 “everything was fine.” Earl further instructed Gurson to allege in the declaration that Gurson  
6  
7 saw Earl hug Ms. Buslon goodbye and that she seemed fine. Upon information and belief,  
8  
9 Earl threatened Gurson with the termination of his player contract if he did not comply.  
10  
11

12  
13 4.50 On September 19, 2014, Ms. Buslon sought a sexual assault protection order  
14  
15 in King County Superior Court. On September 22, 2014, the next available court day, a King  
16  
17 County Superior Court Judge issued a temporary sexual assault protection order prohibiting  
18  
19 Earl from contacting Ms. Buslon or from coming within 100 feet of her.  
20  
21

22  
23 4.51 On October 22, 2014, following a full evidentiary hearing before the  
24  
25 Honorable Judge Chad Allred, the King County Superior Court found that nonconsensual  
26  
27 sexual conduct was likely perpetrated by Earl and issued an immediate and permanent sexual  
28  
29 assault protection order against Earl, preventing him from contacting Ms. Buslon.  
30  
31

32 **E. Resignation of Lauren Baumann and Ladies with Impact Dance Team**  
33

34 4.52 Ms. Buslon felt obligated to protect her colleagues and she reported the details  
35  
36 of the sexual assault to the captain of the Ladies with Impact Dance Team, Lauren Baumann.  
37  
38

39 4.53 Ms. Baumann herself had been subjected to the sexual advances and  
40  
41 inappropriate late night communications from Earl. Although Ms. Baumann made attempts  
42  
43 through policy changes to protect herself and others from Earl’s conduct, those policies were  
44  
45 clearly no match for Earl’s predatory behavior. The work environment had suddenly  
46  
47

1 escalated from hostile to dangerous and unsafe. Ms. Baumann then informed the dance team  
2  
3 about these events.  
4

5  
6 4.54 Ms. Baumann called each of her colleagues. When she spoke with Ms.  
7  
8 Roberts, Ms. Roberts was distressed and haunted by the feeling that, had she come forward  
9  
10 earlier, Earl may not have been able to carry out his sexual assault of Ms. Buslon. Ms.  
11  
12 Roberts immediately decided to reveal Earl's sexual assault the night she performed  
13  
14 promotional activity with Earl. She approached Ms. Buslon and told her what had occurred  
15  
16 and expressed extreme regret for not coming forward at the time of the assault.  
17  
18

19  
20 4.55 As Ms. Baumann spoke with each dance team member, she and the team  
21  
22 made the decision that, for their own personal safety, they would have to abandon their  
23  
24 dreams of creating a high-profile and well-respected professional dance team. Based on the  
25  
26 sexual assaults and sexual harassment that had been perpetrated by Earl and the hostile work  
27  
28 environment created by Earl, they could no longer continue as employees of Seattle Impact  
29  
30 and the MASL.  
31  
32

33  
34 4.56 Ms. Baumann drafted a form and arranged for each team member to sign a  
35  
36 resignation indicating that they were resigning from Seattle Impact effective immediately.  
37

38  
39 4.57 The resignation forms were submitted to the Seattle Impact and delivered to  
40  
41 Amy David as the Director of Operations.  
42

43  
44 4.58 Ms. David informed Earl of the dance team's resignation and Earl told Ms.  
45  
46 David that he would not accept Ms. Baumann's or the dance team's resignation. Earl angrily  
47

1 instructed Ms. David to inform Ms. Baumann that she was terminated along with the rest of  
2  
3 the dance team and to threaten Ms. Baumann with legal action.  
4

5  
6 4.59 Earl then threatened to sue the dance team members for breach of contract.  
7  
8 He instructed Ms. David to send a “cease and desist” letter to the dance team members  
9  
10 instructing them that they were not to have any contact with one another or with anyone  
11  
12 associated with the Seattle Impact.  
13

14  
15 4.60 In a sworn statement submitted to the King County Superior Court, Earl stated  
16  
17 said that the dance team did not resign but that he terminated the team based on a decision  
18  
19 made before any of these events. This is false. In truth, Earl had planned future promotional  
20  
21 events, performances, and appearances for the team.  
22  
23

24  
25 **F. Resignation of Amy David and Termination of Joe David and Danielle**  
26 **Esquibel**  
27

28 4.61 With the launch of the expansion team in June 2014, Ms. David was hired by  
29  
30 Earl to work in the Seattle Impact sales department. Ms. David’s original position in the  
31  
32 team’s sales department allowed her to continue to work for her previous employer.  
33

34  
35 4.62 Her role within the organization quickly advanced into greater responsibility,  
36  
37 and, within two months, Earl had asked Ms. David to wear “6 different hats” for the Seattle  
38  
39 Impact.  
40

41  
42 4.63 Earl emailed Ms. David requesting that she quit her other job and dedicate her  
43  
44 entire career to the development of the Seattle Impact and MASL.  
45  
46  
47

1           4.64 Ms. David was promoted to Director of Operations for the Seattle Impact and  
2  
3  
4       oversaw organizational activity, including sales and the dance team. Despite Ms. David’s  
5  
6       role and professional abilities, Earl maintained control and required every decision about the  
7  
8       organization be cleared through him.  
9

10           4.65 Mr. David’s duties included human resources functions, such as the  
11  
12       termination of employees and administration of employees’ wage claims. When Ms. David  
13  
14       presented Earl with employee claims for unpaid wages, Earl directed Ms. David to remind the  
15  
16       former employees of the anti-disparagement agreements they had signed and ordered Ms.  
17  
18       David to send them “cease and desist” letters to preclude them from further inquiring about  
19  
20       their unpaid wages. This practice caused Ms. David and Mr. David to take additional efforts  
21  
22       to ensure that Earl approved their own hours and wages in an attempt to ensure that in the  
23  
24       event of a dispute, they would have a stronger claim to any unpaid wages.  
25  
26  
27

28  
29           4.66 Danielle Esquibel was hired by the Seattle Impact to be an administrative  
30  
31       assistant in the organization’s office.  
32  
33

34           4.67 Ms. Esquibel was present in the office when it was reported to Ms. David, as  
35  
36       the Director of Operations, that Earl had sexually assaulted Ms. Buslon and Ms. Roberts and  
37  
38       that, based on the assaults and sexual harassment of the dance team members, they were  
39  
40       collectively submitting their resignations.  
41  
42

43           4.68 The dance team members confided in Ms. David and reported the sexual  
44  
45       harassment that they had endured. Ms. David handled the resignation of each dance team  
46  
47       member including Ms. Baumann, Ms. Buslon, and Ms. Roberts.



1           4.69 Earl expressed grave concern when he found out that Ms. Esquibel had been  
2  
3 in the office when the sexual assaults of Ms. Baumann and Ms. Buslon had reported to Ms.  
4  
5 David. On the evening of the day Earl discovered Ms. Esquibel had been present to hear the  
6  
7 intimate details of the assaults, Earl called Ms. Esquibel after hours to discuss her further  
8  
9 employment with Seattle Impact.  
10

11  
12  
13           4.70 Following that conversation, Earl called and emailed Ms. David and ordered  
14  
15 that she terminate Ms. Esquibel because he was worried that she would not “have his back.”  
16

17  
18           4.71 Based on the hostile work environment and ongoing sexual harassment and  
19  
20 sexual assaults that had been reported, and the increasing demands that Ms. David engage in  
21  
22 illegal employment practices, she prepared her own resignation. On September 23, 2014, Ms.  
23  
24 David submitted her resignation to Earl in writing.  
25

26  
27           4.72 Ms. David felt the efforts she had gone to with Earl to validate her own hours  
28  
29 on the payroll would preclude Earl from denying her wages for the hours she worked in the  
30  
31 weeks prior to her resignation. Following Ms. David’s resignation, Earl sent her a text  
32  
33 message stating that he was not going to pay her and that she would have to sue him for her  
34  
35 last paycheck.  
36  
37

38  
39           4.73 Joe David, who has known Earl for over 10 years, worked for Seattle Impact  
40  
41 FC beginning in June 2014. Earl was furious about Amy David’s resignation and called Mr.  
42  
43 David. Mr. David told Earl that he was headed to speak with a law enforcement officer in  
44  
45 connection with a police investigation involving Earl. Earl then summarily terminated Mr.  
46  
47 David in order to retaliate against Amy David, and also because Mr. David was participating

1 in the law enforcement investigation. Earl also has refused to pay Mr. David's wages for the  
2  
3 weeks before he was wrongfully terminated.  
4

5  
6 **G. What the MASL Knew or Should Have Known About Dion Lee Earl**  
7

8 4.74 When Milliken welcomed Earl to the MASL, Earl's history and perilous past  
9  
10 were well known and documented, yet Milliken and the MASL deliberately ignored Earl's  
11  
12 dangerous nature, placing profit and expansion above the safety of employees in the League.  
13

14  
15 4.75 Earl was a college soccer player at Seattle Pacific University from 1990 to  
16  
17 1994 where he was captain of the soccer team and earned All-American recognition.  
18  
19 Following college, Earl played semi-professional and professional soccer with various teams.  
20

21  
22 4.76 He coached at several youth soccer camps and, in 1997, Earl was hired as the  
23  
24 head coach of the Interlake High School soccer team in Bellevue, Washington. He continued  
25  
26 to try out for professional soccer teams but was rejected and never made another professional  
27  
28 soccer team roster.  
29

30  
31 4.77 In 1998, after only one season at Interlake High School, Earl was terminated  
32  
33 from his coaching position for inappropriate behavior directed at a young girl on the high  
34  
35 school cheerleading squad.  
36

37  
38 4.78 Earl received a letter from the Bellevue School District ordering that he resign  
39  
40 or be terminated. The letter stated:  
41

42  
43 [Y]ou inappropriately crossed the boundary between a  
44 personal and professional relationship between a student and an  
45 adult staff member.... While you did not actually go out with  
46 (date) the student in question, that is, it appears, only because  
47 the student did not accept your invitation. You did, in fact,

1 exchange personal home telephone numbers with a 17-year-old  
2 student who was not even a part of your team, but was a  
3 member of the school cheerleading squad. You asked her if  
4 she would like to come over to your place to see the movie  
5 Scream. The following day you contacted the student at her  
6 home to ask her if she would like to go water-skiing. Such  
7 behavior, on your part, and the judgment associated there with  
8 has nothing to do with the academic and/or athletic excellence  
9 which parents entrust the District and its staff to assist their  
10 children in pursuing while at school or while participating in  
11 school activities.  
12  
13

14  
15 4.79 In December 2003, Earl was featured in a Seattle Times investigative report  
16 titled Coaches Who Prey: The Abuse of Girls and the System that Allows It. The report  
17 unveiled the prevalence of sexual abuse in high school athletics and identified individuals  
18 who engaged in predatory sexual behavior while using their leadership role in athletics to  
19 carry out abuse.  
20  
21

22  
23  
24  
25  
26 4.80 Despite Earl being identified as a predator and being included in the Coach  
27 Misconduct Database (available online), he continued to own and operate youth soccer camps  
28 and refer to himself in documents filed with the court as having “a stellar reputation with kids  
29 and coaching.”  
30  
31  
32  
33

34  
35  
36 4.81 Over the course of the next several years, Earl was involved in over 50 court  
37 cases ranging from criminal prosecutions to anti-harassment order hearings to landlord  
38 disputes.  
39  
40  
41

42  
43 4.82 For example, in 1998, a woman requested a Domestic Violence Protection  
44 Order against Earl in King County. The following year, on November 18, 1999, Earl was  
45 charged with Domestic Violence Assault in the Fourth Degree in Snohomish County, and  
46  
47

1 three days later the court issued a Domestic Violence Protection Order against Earl for the  
2  
3 protection of the victim.  
4

5  
6 4.83 In July 2000, Earl was convicted of Assault and Domestic Disturbance in King  
7  
8 County. The court file reflects that Earl's victim requested an order requiring Earl to pay her  
9  
10 medical bills. Two years later, in March 2002, another individual sought an anti-harassment  
11  
12 order against Earl in Snohomish County.  
13

14  
15 4.84 On December 3, 2002, Earl was sued after he attempted to buy a waterfront  
16  
17 home in Moses Lake, Washington. It was alleged that Earl made false statements about his  
18  
19 financing. The case resulted in a judgment against Earl and an order to pay the other party's  
20  
21 attorneys' fees. On December 6, 2002, three days after the lawsuit was filed, an individual  
22  
23 petitioned for an anti-harassment order against Earl.  
24  
25

26  
27 4.85 In late 2002, Earl was even sued by his alma mater, Seattle Pacific University,  
28  
29 which resulted in a judgment being entered on November 4, 2003 against Earl for  
30  
31 \$22,753.00.  
32

33  
34 4.86 In 2009, another judgment was entered against Earl after a contested hearing  
35  
36 relating to a landlord-tenant dispute. On March 13, 2009, Earl was charged in Seattle  
37  
38 Municipal Court with Theft relating to an incident that occurred in 2008.  
39

40  
41 4.87 On August 31, 2009, Earl filed forged court documents in a family law case.  
42  
43 As the Respondent in the case, Earl forged the Petitioner's signature and submitted to the  
44  
45 court an "Agreed Order Modifying the Parenting Plan and Order of Child Support" in an  
46  
47 attempt to fraudulently reduce his financial obligations. The court quickly rescinded the

1 order when the forgery was brought to light.  
2

3 4.88 On August 30, 2010, Earl was arrested for Robbery. He appeared in-custody  
4 before the Snohomish County District Court for a probable cause hearing. The court found  
5 probable cause and set bond at \$25,000.  
6  
7

8  
9  
10 4.89 In 2010, a King County District Court Judge entered a temporary protection  
11 order for a woman who alleged sexual harassment by Earl. The victim alleged: "I've met him  
12 only twice in person... He texted me and contacted me through Facebook while I dated his  
13 friend. All messages were either with sexual references or vulgar or abusive." The woman  
14 went on to report that, "I received many vulgar and abusive text messages and contacts from  
15 Earl. The contacts were strange and frightened me. When talking to him he seemed sort of  
16 unstable and possibly capable of doing something harmful." The police report filed in that  
17 case notes that Earl has a "history of robbery and harassment." Some examples of Earl's text  
18 messages are set forth above in paragraph 1.5.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

31 4.90 Earl has filed an onslaught of motions and documents throughout his  
32 numerous court battles in which he attempts to paint the picture of his own victimization  
33 despite his retaliatory language and threats, which have consistently resulted in protection  
34 orders issued against Earl by various courts.  
35  
36  
37  
38  
39  
40

41 4.91 Earl often threatens lawsuits claiming that he is ready to go to "war," and that  
42 "my time will come to destroy you." Earl wrote to one petitioner, "I will make sure you  
43 fucking pay dearly for this," and said, "I can be the biggest fucking asshole on the planet."  
44 Earl's conduct and filings led the court in that case to order attorney's fees for opposing  
45  
46  
47

1 counsel and precluded Earl from filing additional motions until he paid the fees.  
2

3  
4 4.92 In 2009, law enforcement officers in Arizona conducted a prostitution sting  
5  
6 and seized a “client list” during a raid. The “client list” of men’s names known as “Johns”  
7  
8 illegally engaged in prostitution was published in an attempt to deter men from engaging in  
9  
10 the underground sex trade. Dion Earl’s name was prominently displayed on the “client list”  
11  
12 in four separate locations. Earl has been quoted in court documents saying, “*I loved the strip*  
13  
14 *clubs and a nice clean lap dance.*”  
15

16  
17 4.93 Evidence of Earl’s threatening harassment and overtly sexual conduct is not  
18  
19 limited to court filings. He has engaged in a barrage of online bullying and he threatens to  
20  
21 start blogs in order to slander people.  
22

23  
24 4.94 Earl’s rampant history of harassment and general abuse of women is so well  
25  
26 documented that a simple Internet search of Earl’s name turns up multiple allegations of his  
27  
28 telephonic harassment of female escorts linking Earl to the harassment by his name,  
29  
30 telephone number, email, and even address.  
31

32  
33 4.95 As evidenced by Earl’s past, he does not believe the law applies to him. As  
34  
35 recently as 2014, Earl attempted to bribe a law enforcement officer during a traffic stop  
36  
37 offering the officer money in an attempt to get out of a citation. According to the citing  
38  
39 officer, Earl stated, “he had lost his tennis match and asked if he ‘slipped me \$100’ could he  
40  
41 not have the citation.” On March 10, 2014, Earl submitted a declaration to the court stating,  
42  
43 “I believe this is a blatant case of singling me out because I have a very nice black new Audi  
44  
45 A6.”  
46  
47

1           4.96    The magnitude of accessible information documenting Earl’s past was  
2  
3 available to and known by the League.  Despite the multitude of red flags, Milliken and  
4  
5 MASL negligently welcomed Earl as a partner in the League and immediately began efforts  
6  
7 to minimize and obscure attention to Earl’s misconduct.  Milliken pacified anyone who  
8  
9 confronted him with concerns about Earl stating that, “He passed the background check.”  
10  
11 Faced with the fact that over 50 separate criminal and civil court cases are associated with  
12  
13 Earl, Milliken dismisses their pertinence and minimizes their importance by falsely  
14  
15 attributing the records to Earl’s divorce proceedings.  
16  
17

18  
19  
20 **H.     Negligence of the MASL and Commissioner Milliken**  
21

22           4.97    The MASL requires that its owners sign and conduct business under an  
23  
24 operating agreement, which declares that the owners are agents of the MASL.  
25

26           4.98    Commissioner Milliken and the Board of Directors of MASL exclusively  
27  
28 control the expansion of its league and the expansion owners with whom they form an agency  
29  
30 relationship.  
31

32           4.99    Earl has a well-documented and easily discernable past filled with crime,  
33  
34 fraud, legal and financial trouble, and a history of domestic violence, abusive conduct toward  
35  
36 women, and inappropriate conduct with young women.  
37  
38

39           4.100  Millilken and the league made Earl an agent of the MASL and owner of its  
40  
41 newest expansion team.  
42

43           4.101  Had the MASL and Commissioner Milliken conducted a thorough background  
44  
45 check and engaged in due diligence, the League would have known or should have known  
46  
47

1 based on Earl's history that he posed a risk to others, including to employees and in particular  
2  
3 young females.  
4

5  
6 4.102 Commissioner Milliken and the MASL engaged in unlawful behavior by  
7  
8 hiring and retaining Earl and by failing to take reasonably adequate actions to correct the  
9  
10 wrongful behavior of Earl even after Commission Milliken and the MASL were put on notice  
11  
12 of Earl's unlawful and discriminatory conduct.  
13

14  
15 4.103 Earl's course of unlawful and discriminatory conduct has included making  
16  
17 inappropriate comments of a personal or sexually suggestive nature, inappropriate touching,  
18  
19 multiple sexual assaults, unlawful terminations, and willful withholding of wages.  
20

21  
22 Commissioner Milliken and the MASL had actual or constructive knowledge of the fact that  
23  
24 Earl engaged in this misconduct but nevertheless retained him as an owner and agent of the  
25  
26 MASL and failed to take reasonable actions to stop the conduct or prevent it from continuing.  
27  
28

29  
30 4.104 Commissioner Milliken and the MASL had a duty to protect Plaintiffs from  
31  
32 the conduct and behaviors described in this Complaint but failed to do so, and this failure  
33  
34 caused damages to the plaintiffs.  
35

36 **I. Willful Withholding of Wages**  
37

38  
39 4.105 From the outset, Earl did not intend to pay his employees for their work. He  
40  
41 required that the dance team members sign contracts indicating that they would not receive  
42  
43 pay for practice or preparation for performances, and that they were required to attend  
44  
45 promotional events on a "pro bono" basis throughout the year.  
46  
47



1           4.106 Earl maintained exclusive control of the finances of Seattle Impact and  
2  
3 required that any payroll check be signed by him prior to disbursement.  
4

5           4.107 As Earl ordered Ms. David to terminate employees, Earl withheld wages owed  
6  
7 for work performed.  
8  
9

10           4.108 When Ms. Baumann, Ms. Buslon, and Ms. Roberts were constructively  
11  
12 discharged and/or terminated from the Seattle Impact, they had not been paid for hours  
13  
14 worked. Earl willfully withheld and continues to withhold their wages.  
15  
16

17           4.109 When Ms. David was constructively discharged from the Seattle Impact, she  
18  
19 had not been paid for hours worked despite confirming with Earl via email that he had  
20  
21 authorized her work hours. Earl willfully withheld and continues to withhold her wages,  
22  
23 telling Ms. David that she would have to sue him for her paycheck.  
24  
25

26           4.110 When Ms. Esquibel and Mr. David were terminated from the Seattle Impact,  
27  
28 they had not been paid for hours worked. Earl willfully withheld and continues to withhold  
29  
30 their wages.  
31  
32

33  
34  
35           **V.       SEXUAL HARASSMENT, SEX DISCRIMINATION, HOSTILE WORK**  
36                   **ENVIRONMENT, QUID PRO QUO SEX DISCRIMINATION**  
37

38  
39           5.1       Plaintiffs reallege paragraphs 1.1 through 4.110 of the Complaint and hereby  
40  
41 incorporate the same by reference.  
42

43           5.2       The Washington Law Against Discrimination (WLAD), Chapter 49.60 RCW  
44  
45 prohibits employers from discriminating against employees on the basis of sex. The WLAD  
46  
47

1 prohibits conduct that creates a hostile work environment for employees, as well as adverse  
2  
3 action (discharge) resulting from sex discrimination.  
4

5  
6 5.3 Sexual harassment exists when an employer's conduct is (1) unwelcome; (2)  
7  
8 because of employee's gender; (3) affected the employee's terms or conditions of  
9  
10 employment and (4) is imputed to the employer. *Glasgow v. Georgia-Pacific*, 103 Wn.2d  
11  
12 401, 406 – 07, 693 P.2d 708 (1985). When a manager personally participates in the  
13  
14 harassment, the harassment is imputed to the employer. *Id.*  
15  
16

17  
18 5.4 Earl's conduct toward Plaintiffs was unwelcome and blatantly sexist, and  
19  
20 motivated by plaintiffs' gender. Plaintiffs were compelled to endure sexual conduct in order  
21  
22 to receive the benefits of their employment. The actions of Earl interfered with the Plaintiffs'  
23  
24 ability to perform their jobs in a professional environment, created a workplace permeated  
25  
26 with discriminatory intimidation, harassment, and ridicule, and amounted to a hostile work  
27  
28 environment, prohibited by the Washington Law Against Discrimination, Chapter 49.60  
29  
30 RCW.  
31  
32

33  
34 5.5 As a result of Defendants' conduct, creating a hostile work environment and  
35  
36 subjecting Plaintiffs to sexual conduct resulting in the termination of their employment with  
37  
38 Seattle Impact, plaintiffs suffered and continue to suffer extensive damages, including  
39  
40 damages for back pay, front pay, lost benefits, pain and suffering, mental anguish, emotional  
41  
42 distress, injury to reputation, and humiliation.  
43  
44  
45  
46  
47

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**VI. ASSAULT AND BATTERY**

6.1 Plaintiffs reallege Paragraphs 1.1 through 5.5 of the Complaint and hereby incorporate the same by reference.

6.2 Through his conduct, Earl placed Ms. Buslon and Ms. Roberts in a state of perpetual fear of imminent, unwanted, physical and sexual contact.

6.3 Through conduct including but not limited to the conduct describing the sexual assaults of both Ms. Buslon and Ms. Roberts herein, Earl intentionally and unlawfully touched Ms. Buslon and Ms. Roberts without their consent. This unwanted and unlawful, sexual, physical touching caused Ms. Buslon and Ms. Roberts to suffer great anxiety about the possibility of further unwanted sexual touching and assault.

6.4 Defendant Earl had knowledge that his conduct was unwelcome and offensive to Ms. Buslon and Ms. Roberts.

6.5 Seattle Impact and MASL failed to take any action to address the continuing harassment that Ms. Buslon and Ms. Roberts were subjected to, and instead attempted to cover up the sexual assaults by intimidating witnesses, terminating employees, and ordering players to lie to law enforcement investigators and draft false declarations.

6.6 As a result of Earl's conduct and Seattle Impact's and MASL's failure to address the ongoing harassment of Ms. Buslon and Ms. Roberts that culminated in two separate sexual assaults, Plaintiffs suffered legally compensable harm including pain and suffering, loss of enjoyment of life, mental anguish, injury to reputation, humiliation,

1 emotional distress damages, and costs of medical treatment necessary to address the  
2  
3 psychological damages caused by Earl's conduct.  
4

5  
6 **VII. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
7

8 7.1 Plaintiffs reallege paragraphs 1.1 through 6.6 of the Complaint and hereby  
9  
10 incorporate the same by reference.  
11

12 7.2 Defendant Earl's conduct toward plaintiffs was extreme and outrageous.  
13

14 7.3 Defendant intentionally caused plaintiffs emotional distress by subjecting  
15  
16 them to humiliating and degrading sexist treatment, forceful sexual touching and assault, or  
17  
18 other actions taken with reckless disregard of plaintiffs' emotional well-being.  
19

20 7.4 As a result of Defendants' conduct, plaintiffs suffered legally compensable  
21  
22 emotional distress damages, and are also entitled to reimbursement for all costs associated  
23  
24 with treatment of the severe emotional distress inflicted by Defendants.  
25  
26

27  
28 **VIII. FALSE IMPRISONMENT**  
29

30 8.1 Plaintiff realleges Paragraphs 1.1 through 7.4 of the Complaint and hereby  
31  
32 incorporates the same by reference.  
33

34 8.2 False imprisonment exists when an individual is deprived of the liberty of  
35  
36 movement. *Moore v. Pay'N Save Corp.*, 20 Wn. App. 482, 486, 581 P.2d 159 (1978). The  
37  
38 imprisonment may be accomplished by physical force alone, or by threat of force, or by  
39  
40 conduct reasonably implying that force will be used. *Id.* The detention must be willful,  
41  
42 without consent, and unlawful.  
43  
44  
45  
46  
47

1           8.3     Earl’s conduct toward Plaintiff, Ms. Buslon, following the sexual assault in  
2  
3  
4     Earl’s own home, whereby he blocked her path to the doorway, the only reasonable means of  
5  
6     escape, amounted to false imprisonment. As Earl blocked Ms. Bulson’s path, he continued to  
7  
8     grope her, using force to restrain her ability to flee the assault.  
9

10           8.4     Ms. Buslon was present at Earl’s home in her capacity as an employee of  
11  
12     Seattle Impact FC and MASL. Earl’s conduct, as an agent of MASL, toward Ms. Buslon  
13  
14     caused her to continue to suffer extensive damages, including pain and suffering, loss of  
15  
16     enjoyment of life, mental anguish, emotional distress, injury to reputation, and humiliation.  
17  
18

19  
20           **IX.     NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**  
21

22           9.1     Plaintiffs reallege Paragraphs 1.1 through 8.4 of the Complaint and hereby  
23  
24     incorporate the same by reference.  
25

26           9.2     Earl’s conduct as the Chief Executive Officer of Seattle Impact, and as an  
27  
28     agent of MASL, fell well below the standard of care required for the reasonable person and  
29  
30     resulted in negligent breach of duties to Plaintiffs.  
31

32           9.3     As a result of Defendants’ breach of their duties, Plaintiffs each suffered  
33  
34     legally compensable emotional distress damages and they are also entitled to reimbursement  
35  
36     for all costs associated with treatment of the severe emotional distress inflicted by  
37  
38     Defendants.  
39  
40

41  
42  
43           **X.     CONSTRUCTIVE DISCHARGE AND DISCRIMINATORY TERMINATION**  
44

45           10.1     Plaintiffs reallege Paragraphs 1.1 through 9.3 of the Complaint and hereby  
46  
47     incorporate the same by reference.

1           10.2 In Washington, an employee may establish that his or her resignation amounts  
2  
3 to constructive discharge if the employer created such intolerable conditions that a reasonable  
4  
5 person would feel compelled to resign. *Korslund v. DynCorp Tri-Cities Servs. Inc.*, 156  
6  
7 Wn.2d 168, 179, 125 P.3d 119 (2005).  
8  
9

10           10.3 Earl's sexual harassment and sexual conduct toward many of the dance team  
11  
12 members, together with Earl's other conduct, created such intolerable conditions that a  
13  
14 reasonable person would feel compelled to resign. Consequently, Plaintiffs were  
15  
16 constructively discharged from their employment in violation of the Washington Law Against  
17  
18 Discrimination, Chapter 49.60 RCW.  
19  
20

21           10.4 As a result of their constructive discharge, Plaintiffs suffered injury, including  
22  
23 damages for past and future wages and benefits loss, and emotional distress in an amount to  
24  
25 be proven at trial.  
26  
27

## 28           **XI. WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

29           11.1 Plaintiffs reallege Paragraphs 1.1 through 10.4 of the Complaint and hereby  
30  
31 incorporate the same by reference.  
32  
33

34           11.2 At all times material herein, Plaintiffs have been entitled to the rights,  
35  
36 protections, and benefits provided under RCW 49.46 *et. seq.*, RCW 49.48 *et. seq.*, and RCW  
37  
38 49.52 *et. seq.* and other Washington statutes and case law.  
39  
40

41           11.3 Defendants terminated and/or constructively discharged Plaintiffs in  
42  
43 contravention of public policies prohibiting discrimination on the basis of sex and the basis  
44  
45 of complaining of unlawful employment practices, and other public policies protected by  
46  
47

1 Washington law, thereby entitling Plaintiffs to compensatory damages, including damages for  
2  
3 lost pay and benefits, emotional distress, and attorneys' fees and costs.  
4

5  
6 **XII. FAILURE TO PAY WAGES**  
7

8 12.1 Plaintiffs reallege Paragraphs 1.1 through 11.3 of the Complaint and hereby  
9  
10 incorporate the same by reference.  
11

12 12.2 Defendants failed to pay all Plaintiffs for hours worked in violation of  
13  
14 Washington law, including but not limited to RCW49.46.020, 49.46.090, 49.46.130,  
15  
16 49.46.420, 49.48.010, Ch. 49.12 RCW, and related WACs, for which Plaintiffs are entitled to  
17  
18 compensatory damages and attorneys' fees and costs.  
19  
20

21 12.3 As a result of Defendants' acts and omissions, Plaintiffs have been damaged  
22  
23 in amounts to be proven at trial.  
24  
25

26  
27 **XIII. WILLFUL WITHHOLDING OF WAGES**  
28

29 13.1 Plaintiffs reallege Paragraphs 1.1 through 12.3 of the Complaint and hereby  
30  
31 incorporate the same by reference.  
32

33 13.2 The above facts state claims against Defendants for failure to pay wages under  
34  
35 Washington law in violation of RCW 49.52.050, RCW 49.52.070, Ch. 49.12 RCW and  
36  
37 related WACs, for which Plaintiffs are entitled to wages owed, double damages, and  
38  
39 attorneys' fees, and costs.  
40  
41

42 13.3 Defendants have willfully withheld wages of each Plaintiff.  
43  
44

45 13.4 As a result of Defendants' acts and omissions, Plaintiffs are entitled to double-  
46  
47 damages for all wages wrongfully upheld.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**XIV. RETALIATION**

14.1 Plaintiffs reallege Paragraphs 1.1 through 13.4 of the Complaint and hereby incorporate the same by reference.

14.2 In an attempt to cover his conduct, Earl terminated or constructively discharged employees whom did not support Earl's illegal conduct.

14.3 Earl retaliated against Plaintiffs for complaining about Earl's illegal conduct in violation of RCW 49.46, 49.48, and 49.52, thereby entitling each of them to damages, including damages for past and future wages and benefits loss, emotional distress, and attorneys' fees, and costs.

**XV. NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

15.1 Plaintiffs reallege Paragraphs 1.1 through 14.3 of the Complaint and hereby incorporate the same by reference.

15.2 The MASL and Commissioner Milliken had a duty to hire and retain expansion owners and agents who did not present a risk of danger to others.

15.3 The MASL and Commissioner Milliken had a duty to supervise their owners and agents, including Earl, to ensure that their owners and agents were not engaging in conduct that presented a risk of danger to others.

15.4 When the MASL and Commissioner Milliken retained Earl, they knew, or in the exercise of ordinary care should have known, that Earl presented a risk of danger to others, but they retained him anyway.





- 1 E. Compensation for any tax penalty associated with a recovery;  
2  
3 F. Reasonable attorney's fees and costs; and  
4  
5 G. Whatever further and additional relief the court shall deem just and equitable.  
6  
7  
8

9 DATED this 6th day of November, 2014.  
10  
11

12 /s/ Donald W. Heyrich  
13 Donald W. Heyrich, WSBA No. 23091  
14 dheyrich@hkm.com  
15  
16

17 /s/ Jason A. Rittereiser  
18 Jason A. Rittereiser, WSBA No. 43628  
19 jrittereiser@hkm.com  
20

21 **HKM EMPLOYMENT ATTORNEYS LLP**  
22 600 Stewart Street, Suite 901  
23 Seattle, WA 98101  
24 Telephone: (206) 838-2504  
25 Facsimile: (206) 260-3055  
26  
27 *Attorneys for Plaintiffs*  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47