

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

HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PAUL BERNAL and JACK COE, individuals,

Plaintiffs,

vs.

THE BOEING COMPANY,

Defendant.

NO. 2:22-CV-00533-TL

FIRST AMENDED
COMPLAINT FOR DAMAGES

I. VENUE AND JURISDICTION

1. The above-entitled court has jurisdiction over the subject matter of this action pursuant to RCW 2.08.010;
2. This Court is the proper venue for this action as plaintiffs, Paul Bernal and Jack Coe, were employed by the defendant, The Boeing Company, in King County, Washington;

II. FACTUAL ALLEGATIONS

FIRST AMENDED COMPLAINT
2:22-CV-00533-TL - 1

BOYLE MARTIN THOENY, PLLC
100 WEST HARRISON, SOUTH TOWER, STE. 300
SEATTLE, WASHINGTON 98119
TELEPHONE: 206.217.9400
FACSIMILE: 206.217.9600

PAUL BERNAL:

- 1
2 1. Bernal was hired by Boeing in 1989 as an Industrial Engineer. Until the events of
3 this case, Bernal enjoyed consistent positive performance reviews, pay raises, and
4 bonuses. Bernal was also repeatedly promoted, including a 2011 promotion to an M
5 Level management position as a Sr. Manager for the Boeing Intellectual Property
6 Licensing Company (“BIPLC”). In that position, Bernal reported to Luis Valdez,
7 the Director of BIPLC. In 2013, Valdez was replaced by Rick Svoboda;
8
- 9 2. In 2013, BIPLC reorganized, and Bernal was made the Senior Manager of its new
10 Global Patent and Technology Team (“GP&T”). In that position, Bernal continued
11 to directly report to Svoboda;
- 12 3. In 2014, Svoboda hired Linda Beltz as the Senior Manager of BIPLC’s Commercial
13 Aviation Licensing team (which eventually became the Commercial Aerospace
14 Licensing, or “CAL” team). In that position, Beltz was a peer of Bernal and a direct
15 report to Svoboda;
- 16 4. As the CAL manager, Beltz developed a reputation for creating and fostering a
17 hostile work environment for BIPLC’s most senior employees by directly and
18 indirectly targeting them for heightened scrutiny of their work performance,
19 heightened surveillance, disparate discipline, and persistent, humiliating, and
20 degrading comments related to their work, writing abilities, and dress;
- 21
22 5. In 2016, Beltz’s CAL licensing team was reorganized into smaller teams designated
23 “North America Licensing” and “International Licensing.” To manage the North
24 America team, Beltz promoted Alexi Naimushin, who had only joined BIPLC in
25

1 2014. To manage the International team, Beltz brought in Denise Steensland from
2 another Boeing department. Beltz and Steensland had previously worked together
3 on a contracting project. Both Naimushin and Steensland reported directly to Beltz;

4 6. Following the hiring of Naimushin and Steensland, the environment for older
5 workers within Beltz's CAL team worsened. On Steensland's team alone, within
6 eighteen months every older worker on her team had been driven out, fired, or taken
7 a medical leave of absence. Each of those employees was replaced by an employee
8 in their 20's and 30's;

9 7. In addition, Naimushin confided in several coworkers that Beltz was consistently
10 pressuring him to take the same type of targeted actions towards his senior
11 employees as Steensland had taken towards the senior employees on her team;

12 8. As the conditions worsened, CAL's older employees started to file complaints with
13 Boeing's Human Resources and Ethics departments alleging an age based hostile
14 work environment;

15 9. Svoboda was well aware of these complaints, and on many occasions discussed them
16 with a few of his senior staff, including Bernal. As Bernal heard increasing
17 complaints from older CAL team members about their hostile work environment, he
18 told Svoboda that it appeared Beltz was targeting Svoboda's "most seasoned
19 workers," and "a certain demographic." Svoboda never disputed Bernal's
20 description of the employees being targeted by Beltz;

21 10. Instead, Svoboda initially defended Beltz's conduct, telling Bernal that she was only
22 targeting "dead wood." Eventually, however, as the atmosphere in BIPLC
23
24
25

1 worsened, Svoboda vacillated in his comments to Bernal. At times Svoboda would
2 lament that Beltz was the worst hire he had ever made and that he needed to get her
3 managing a smaller group or out of management entirely. At other times, Svoboda
4 would simply claim that he was “working with her;”

5 11. In March 2018, an employee who had been targeted and fired by Beltz and
6 Steensland filed a discrimination lawsuit alleging he had been targeted for heightened
7 scrutiny, discipline, and termination as a result of his age. This information soon
8 became known among BIPLC employees, including Bernal;

9
10 12. The following month, in April 2018, Svoboda and Bernal agreed that Bernal would
11 take over management of Beltz’s CAL team, and that she would be placed
12 elsewhere in the organization;

13 13. After Svoboda informed Beltz of his decision to take away her team, she was
14 observed repeatedly visiting his office and heard yelling and crying. After this,
15 Svoboda changed his mind and allowed Beltz to retain the CAL team;

16
17 14. When employees learned that Beltz would continue to manage the CAL team, some
18 of the remaining older targeted employees came to Bernal to express their
19 disappointment and fear for their mental health and jobs;

20 15. Naimushin was also greatly impacted. He reported to Bernal that pressure from
21 Beltz to target his older employees was causing him to be physically ill with stress.
22 Eventually, Naimushin took a medical leave of absence. To fill in for Naimushin
23 while he was on leave, Beltz elevated an employee in his 30’s who had only joined
24 CAL the previous year;
25

- 1 16. In June 2018, Svoboda asked Bernal to step away from managing the GP&T team
2 and become the Senior Manager of the new BIPLC Enforcement Team. In that role
3 Bernal would be responsible for developing the team, its scope of work, and how
4 that work would be accomplished;
- 5 17. This was not the first time Svoboda had asked Bernal to lead a new team concept. In
6 2016, Svoboda had asked Bernal to weave into his GP&T team a new approach to
7 “Non-core Business Development.” Bernal did so successfully, and his team was
8 still doing that work in 2018 when Svoboda asked him to take on the new
9 Enforcement Team;
- 10 18. Bernal was candid in telling Svoboda that he was not excited about and reluctant to
11 start-up and lead a new team performing Enforcement activities. Yet, Svoboda
12 persisted in his request, at one point telling Bernal that he was the best manager to
13 take on the task, and that he trusted Bernal to do it well. Bernal eventually agreed,
14 telling Svoboda that although he wasn’t excited about the position, as a loyal Boeing
15 employee and a professional, he would give the work “100 percent” and “knock it
16 out of the park;”
- 17 19. Bernal immediately embraced the task of building the Enforcement team. Within
18 two weeks he had identified and was getting advice from subject matter experts as he
19 worked to develop the Enforcement Team’s mission, goals, and organizational
20 structure. Bernal had also created a draft organizational chart with potential staff,
21 and was starting to reach out to those people to determine their interest in joining the
22 new team;
23
24
25

1 20. Bernal was also working with Deb Binford, a Boeing Organizational Development
2 representative, to organize a multi-day workshop for the Enforcement team. The
3 workshop would be attended by Svoboda, whom Bernal had asked to give a
4 presentation;

5 21. Then, during a meeting on July 19, 2018, Svoboda informed Bernal that he and his
6 Enforcement team would be required to work closely with Beltz. Bernal was taken
7 aback by this disclosure. Beltz was continuing to target older workers for
8 harassment, and Bernal and many incoming members of his new team were older
9 employees. Bernal immediately told Svoboda that he would not tolerate Beltz's
10 targeting and if she engaged in any of that behavior towards him or his team
11 members he would go straight to HR;
12

13 22. Bernal's statement angered Svoboda. In a raised voice, Svoboda abruptly and
14 sternly instructed Bernal "you can't do that, you only go to me, you only tell me. I
15 am coaching her, I am mentoring her, I am working with her;"
16

17 23. Bernal did not back down, and told Svoboda "No Rick, I will go to HR and inform
18 you after the fact." Svoboda then abruptly ended the meeting;

19 24. The following day, on July 20th, Pete Hoffman, the Vice President of Boeing
20 Intellectual Property Management ("IPM"), introduced Bernal as the Senior
21 Manager of the new Enforcement Team during an IPM "All Hands Meeting" – a
22 meeting attended by over a hundred employees. In making the announcement,
23 Hoffman praised Bernal as being "uniquely qualified" to lead the Enforcement team
24 start-up, and said that he was grateful Bernal had agreed to do so;
25

1 25. Yet, following Bernal's HR warning to Svoboda on July 19th, his relationship with
2 Svoboda was never the same;

3 26. Bernal and Svoboda had offices that were in close proximity, and Bernal's office
4 was between Svoboda's and the coffee station. As a result, the two would see each
5 other at least daily as Svoboda went for coffee. At least once a week, Svoboda
6 would stop at Bernal's office door to say hello. Following their meeting on July
7 19th, Svoboda stopped having any interaction with Bernal that was not required, and
8 even started to take a different route to get coffee. Bernal was concerned because he
9 believed Svoboda was angry and purposely avoiding him because of his HR
10 warning;
11

12 27. Meanwhile, Bernal continued to solidify the Enforcement team membership, and its
13 mission, goals, and organizational structure. He also finished organizing the
14 Enforcement team workshop that was now scheduled for the second week of August
15 – less than six weeks from when he agreed to take on the Enforcement team;
16

17 28. Yet, by the time that workshop took place, Bernal was no longer the manager of the
18 Enforcement Team;

19 29. A few days before the Workshop was to take place, and two weeks after Bernal told
20 Svoboda that he would not tolerate Beltz's targeting of older workers, Svoboda
21 called Bernal and abruptly removed him from the Enforcement position, effective
22 immediately. Svoboda told Bernal that he could not have a "disgruntled" employee
23 leading the new enforcement effort. Svoboda had not previously discussed with
24 Bernal any concern about his attitude, or that he felt Bernal was "disgruntled." A
25

1 stunned Bernal denied being disgruntled and reminded Svoboda of all the work he
2 had done in the short time since taking on the Enforcement role;

3 30. Svoboda, however, wasn't done. Svoboda also told Bernal – an employee with a
4 stellar, 15-year career in Boeing management – that he had until the end of the year
5 to find another management position at Boeing or Svoboda would demote him out of
6 management. At that point, the call ended;

7 31. Bernal returned to his GP&T manager position, and Svoboda immediately replaced
8 him in the Enforcement position with Angela Smith, a Patent Portfolio Management
9 employee who had not previously expressed any interest in moving to licensing,
10 much less in taking on the new Enforcement team;

11
12 32. A few days later, the Workshop developed and organized by Bernal took place, and
13 by all accounts was a success. Later, during a BIPLC-wide staff meeting involving
14 more than 60 people across the nation, Svoboda singled out for praise each
15 individual who had a role in the Workshop—except Bernal. The public omission
16 was glaring and embarrassing. Bernal felt Svoboda had intentionally marginalized
17 him by completely ignoring the hard work he was known by many at that meeting to
18 have put in on the workshop;

19
20 33. After Bernal's return to his GP&T position, Svoboda started engaging in conduct he
21 knew would frustrate and hamper the ability of Bernal's team to perform its scope of
22 work. Without prior discussion with Bernal, and contrary to typical practice,
23 Svoboda reassigned two of Bernal's team members to other BIPLC groups. He also
24 started to limit necessary travel approval for GP&T members. When a significant
25

1 GP&T project that had been progressing normally suddenly stalled and was in
2 limbo, Svoboda gave varying excuses for the delay. Bernal was stressed and
3 humiliated by these actions as he believed Svoboda intended to and was
4 undermining his ability to successfully run his GP&T team and damaging his
5 authority as its manager;

6 34. In October 2018, two months after filling the position, Angela Smith resigned as
7 manager of the Enforcement team. Her departure left the management position
8 vacant;

9 35. While handling his GP&T management duties, Bernal had also been looking for new
10 positions. In a later meeting with Svoboda, Bernal was told that if he did not find a
11 management position outside BIPLC, he would likely be placed in a position under
12 Kim Johnson – one of Bernal’s management peers. Bernal asked about returning to
13 either the now vacant Enforcement position, or one of the two other vacant
14 management positions within the organization. Svoboda told Bernal that his “style”
15 of management was no longer needed in BIPLC, and instead Svoboda wanted
16 “drivers, like Linda.” While seemingly chuckling, Svoboda did say that Bernal
17 could always apply for the open positions “and we will just see what happens.”
18 Bernal did not apply for the positions because he believed it would be pointless;

19 36. In November 2018, Bernal attended a meeting with other managers to discuss year
20 end employee performance reviews. During the meeting, Beltz was asked to identify
21 her team members who she viewed to be only “moderately effective.” Every
22 employee Beltz identified was over 50 years of age, some of whom had previously
23
24
25

1 been on Bernal's team and he knew to be reliable performers;

2 37. Also in November, the older employee on Steensland's team who had been out on
3 extended leave returned to work. The employee had been told that Boeing HR had
4 found insufficient evidence to support his hostile work environment claim. Yet,
5 without explanation, Boeing transferred the employee out of Beltz's CAL team and
6 reassigned him to another manager;

7 38. In December 2018, Svoboda interviewed a GP&T team member for a possible
8 transfer to another BIPLC position. This was unusual because Svoboda had not
9 previously discussed with Bernal that he was exploring such a transfer, much less
10 that he had a member he wanted to interview for that purpose. Bernal was surprised
11 and embarrassed when informed of the interview by the team member – who herself
12 felt blind-sided and upset by Svoboda's conduct. Bernal again felt that Svoboda
13 intended to, and Bernal did feel, humiliated and demeaned by exclusion from the
14 interview;
15

16 39. Also in December, Bernal received his 2018 performance review from Svoboda. In
17 previous years, Bernal had consistently received an annual rating of a “.95.” Since
18 he had “met” or “exceeded” every performance metric during 2018, he expected to
19 receive a similar rating. Yet, despite Bernal's metric results, Svoboda gave Bernal a
20 rating of “.85” – a rating so low that Bernal understood it usually resulted in the
21 employee being placed on a Performance Improvement Plan (“PIP”). In addition, a
22 rating of .85 would effectively gut Bernal's search for another management position
23 within Boeing. Bernal was highly stressed by the rating, and he anticipated being
24
25

placed on a PIP;

1
2 40. Bernal provided a written response to his performance review. In that response,
3 Bernal described the July meeting during which he told Svoboda that he would not
4 tolerate Beltz treating his older team members as she had her own, and Svoboda's
5 swift threat to remove him from the Enforcement Team and threaten removal from
6 BIPLC management;

7 41. By January 2019, despite a diligent search and his stellar resume, consistently
8 positive performance reviews, bonuses, and promotion, Bernal was unable to find
9 another Boeing management position. During his search, Bernal experienced calls
10 that were no longer returned, leads that turned into dead ends, and formerly friendly
11 management peers who were now standoffish;
12

13 42. While Bernal remained in his GP&T management position Svoboda continued to
14 engage in conduct that Bernal found humiliating and stressful, and which Bernal
15 believed damaged his managerial authority and reputation;
16

17 43. In January, again without any prior discussion with Bernal, Svoboda transferred
18 another GP&T employee off Bernal's team. Bernal also learned from a different
19 GP&T team member that Svoboda had breached typical protocol by directly
20 instructing the team member to engage with a high profile client;

21 44. Despite Svoboda's demeaning treatment of Bernal, and his meddling interference
22 with the GP&T team and its work, Bernal and his team continued to work on
23 important goals and have notable successes. In late January 2019, after Bernal and
24 the GP&T team had successfully completed a significant Boeing agreement, Pete
25

1 Hoffman, the VP of IPM, singled them out for praise during a meeting for the entire
2 national IPM Group;

3 45. Meanwhile, Boeing Human Resources were investigating multiple complaints from
4 employees managed by Beltz and Steensland, including the complaint filed by
5 Naimushin on behalf of the older workers on his team. The atmosphere in CAL was
6 described by employees as being “toxic;”

7 46. On February 28, 2019, Hoffman unexpectedly scheduled an immediate IPM “All-
8 Managers” telephone conference. On the call, Hoffman announced the surprise
9 retirement of Svoboda, effective May 2, 2019. Svoboda did not take the meeting in
10 the conference room with Bernal and the other managers, but instead stayed in his
11 office;

12 47. The following month, in a meeting with Bernal, Svoboda dismissively asked him
13 “what do you do around here?” Svoboda had no legitimate reason to ask this
14 question as he was well aware of Bernal’s heavy workload. Yet, Svoboda also knew
15 that Bernal takes great pride in his work ethic and professionalism. Bernal took
16 Svoboda’s comment as one intended to be hurtful and demeaning – which, to Bernal
17 it was;

18 48. On April 8, 2019, Bernal met with Svoboda for their monthly 1:1 meeting. Svoboda
19 informed Bernal that on April 19th he would not only be drastically demoted to an IP
20 Licensing Specialist position, but that he would be directly reporting to none other
21 than Beltz. Svoboda also told Bernal that he had 10 days to accept the transfer or he
22 would be terminated;

1 49. On April 10, 2019, Bernal received a letter from a Boeing recruiter informing him
2 that Boeing had determined that either he or his position – the letter did not make
3 this clear – was “surplus.” Bernal was confused by this information. He was
4 familiar with the surplus process having been through it once before as a manager in
5 2006 when his then management position was deemed surplus and he was reassigned
6 to a different management position. From that experience, Bernal believed a surplus
7 decision resulted after input from multiple Boeing departments, as opposed to the
8 desires of an individual manager, like Svoboda. Regarding the current surplus
9 decision, Bernal had no information regarding who made that decision or when, the
10 departments that provided input, or the factors upon which the decision was based;

11
12 50. In the same letter, Boeing then makes Bernal a tentative “offer” for an “equivalent
13 redeployment reassignment” to an IP Licensing Specialist position in which he
14 would keep his same level of pay and be supervised by Svoboda;

15 51. The letter specifies that Boeing’s offer was tentative because it had not yet made a
16 final determination that Bernal was eligible for the Licensing position. In the event
17 Boeing determined that Bernal was not eligible for that position, the tentative offer
18 would become “null and void;”

19
20 52. The letter did not inform Bernal what action Boeing would take regarding his
21 employment in the event the tentative reassignment offer was withdrawn. Based
22 upon his previous experience, Bernal believed that Boeing would continue to look
23 for suitable positions for which he was qualified, including other management
24 positions;
25

1 53. On April 12, 2019, Bernal received another letter from the same Boeing recruiter.
2 This letter was identical to the one Bernal received on April 10th with one exception:
3 the tentatively offered reassignment position would be supervised by Beltz rather
4 than Svoboda;

5 54. On April 18, 2019, Bernal was informed that the reassignment offer was no longer
6 tentative and the reassignment would go forward. Svoboda sent out an email later
7 that day informing the IPM groups of the upcoming change. Bernal was not told,
8 and he does not know when Boeing made the determination he was eligible for the
9 Licensing position, or who made that decision;
10

11 55. Bernal believes that Svoboda improperly influenced and used the reassignment
12 process so that it resulted in Boeing making a decision to place him in the
13 humiliating and predictably, continuing hostile environment that Svoboda wanted
14 him in: a non-management level position, and one supervised by Beltz;

15 56. As the reassignment resulted in Bernal staying within BIPLC, he also believes that
16 Svoboda had the discretion to place him on a BIPLC team not under Beltz's
17 supervision but chose not to do so. As a result, even if Svoboda had not acted to
18 improperly influence the reassignment process, Bernal believes that Svoboda left
19 him on Beltz's team for the same reasons;
20

21 57. Bernal had never worked as a Licensing Specialist, but upon his transfer to Beltz's
22 group he was provided with no organized training on any aspect of the job, much
23 less training on the computer programs necessary to do it. Instead, Bernal was
24 required to impose on coworkers, some of whom he had previously managed, to
25

learn how to do the job;

1
2 58. Bernal, who now worked in a cubicle as opposed to having his own office, was
3 assigned a desk behind a row of cubes which employees on Beltz's team referred to
4 as "the Green Mile." The name was coined because of the employees who had or
5 were occupying the cubicles on that row: older members of Beltz's team who were
6 either experiencing harassment, or had left Boeing voluntarily or involuntarily
7 because of the hostile work environment and discrimination they experienced;

8
9 59. Bernal was also told that he would be subject to the 6-month remote work
10 restrictions that apply to new, probationary Boeing employees, but that Svoboda
11 would allow the restriction to be revisited in a few months. Bernal believed the only
12 reason Svoboda and Beltz applied the probationary policy was to further humiliate
13 him, which it did;

14 60. Bernal then filed his own EEO complaint alleging retaliation for his statement to
15 Svoboda that he would not tolerate Beltz's targeting conduct. Less than two months
16 later, after none of his witnesses were interviewed, Boeing EEO told Bernal that his
17 complaint was being closed because there was no evidence to support his claims;

18
19 61. Meanwhile, Beltz was doing what she could to pressure Bernal to withdraw from his
20 long-time Boeing volunteer roles that were unrelated to his former management
21 position;

22 62. Bernal was a leader in Boeing's Diversity program and also an advisor and mentor
23 for the group "Boeing Women Inspiring Leadership" ("BWIL"). Beltz informed
24 Bernal that the statement of work she planned on assigning him would prevent him
25

1 from continuing his volunteer roles. When Bernal said he was confident he could
2 continue to meet workload demands while continuing his volunteer work, Beltz took
3 away the small budget Bernal had previously been provided for expenses related to
4 that work;

5 63. Beltz then furthered her demands that Bernal withdraw from his Diversity roles by
6 getting the new BIPLC Director, Coleen Burke-Finney, involved. When Burke-
7 Finney raised the issue with Bernal, she repeated Beltz's earlier comments. Bernal
8 felt compelled by the pressure to agree to limit his volunteer work. He resigned as a
9 formal advisor to BWIL and informed the group that he would not take on any new
10 mentees;
11

12 64. Bernal did, however, continue to honor his existing mentoring relationships. In
13 response, Beltz demanded that he provide her full access to his calendar as well as
14 the names of the women he was mentoring, and the locations of where he met with
15 them;
16

17 65. Bernal believed Beltz knew that he greatly enjoyed his volunteer roles and that it
18 allowed him to work with Boeing executives and other high level managers. By
19 demanding that he withdraw from those roles, Bernal further believed that Beltz was
20 trying to undermine the positive enjoyment and connections that came from his
21 volunteer work;
22

23 66. When making her continued demands that Bernal lessen his volunteer work, Beltz
24 never told Bernal that she had found his performance lacking, and in fact, Bernal
25 excelled at his work;

1 67. During this time, Beltz had assigned to Bernal the task of writing BIPLC's
2 applications for release of Boeing proprietary materials. Such applications, called
3 Release of Boeing Proprietary Information ("RBPI"), were complex and had to gain
4 multiple approvals before BIPLC could utilize them. Beltz had long been
5 responsible for the task, and although obtaining RBPI approval was notoriously
6 difficult, only two had previously been approved. When she assigned the work to
7 Bernal, Beltz knew the difficulty and size of the task, but gave Bernal 10 weeks to
8 complete the project;

9 68. While also performing his other duties, and to the amazement of his peers, Bernal
10 created and gained approval for the majority of the necessary RBPI by the deadline.
11 He requested a brief extension of that deadline to complete the project, which Beltz
12 approved. Bernal completed his work by that deadline;

13 69. Beltz downplayed Bernal's RBPI accomplishment, even to the point of mocking
14 him. During a staff meeting, Beltz gave minimal recognition to Bernal's RBPI
15 successes, and later "awarded" him with 3 tokens for free ice creams at the Boeing
16 cafeteria. Bernal was embarrassed and humiliated by what he perceived was Beltz's
17 effort to diminish his work. By contrast, at this same time the promotion efforts of
18 another BIPLC manager had resulted in corporate accolades for one of her team
19 members who had used Bernal's RBPI template to get approval of one RBPI;

20 70. When Beltz provided Bernal with his first performance review under her
21 management, she cited his failure to meet the original RBPI deadline as a
22 performance deficiency. When Bernal reminded her that she had approved an
23
24
25

1 extension of the deadline, Beltz denied having done so, and would intimate in the
2 final version of Bernal's performance review that he had misrepresented the
3 deadline;

4 71. Within a few months, Boeing shut down in-person operations due to the COVID
5 pandemic. As a result, Bernal's interactions with Beltz were limited to bi-monthly
6 1:1 telephone calls and monthly group video conference meetings. Beltz was often
7 late joining her 1:1 calls with Bernal, and during those calls she regularly seemed to
8 be distracted or doing something else during the call, like making lunch or eating.
9 While Bernal was relieved to have the limited interaction with Beltz that came with
10 remote work, her attitude made him feel disrespected and that his work was
11 unimportant;
12

13 72. As a result of the above described events and environment, Bernal suffered and
14 continues to suffer significant economic damages, and emotional and physical
15 distress including humiliation, embarrassment, anger, depression, sleep loss, eye
16 spasms, and loss of confidence. While Bernal no longer suffers all, or a combination
17 of these symptoms on a daily basis, he continues to struggle with the emotional
18 impact of the events that followed his comments to Svoboda on July 19, 2018 that he
19 would not tolerate Beltz extending her targeted harassment of older workers to him
20 and his older team members, and if any such harassment occurred, he would go
21 directly to HR;
22

23 **JACK COE:**

24 73. Coe graduated from law school in 1981, and started work at a large private firm in
25

Houston, Texas;

1
2 74. After several years of private practice, Coe accepted a position with KBR, Inc. (at
3 the time, Brown & Root, Inc.), a global engineering and construction firm. In his
4 role, Coe handled domestic and international contractual responsibilities (drafting,
5 negotiations, and implementation), managed litigation and dispute resolution, and
6 eventually, supervised staff in each of these areas;

7
8 75. In 1987, Coe was hired by Baker Hughes, Inc., a Fortune 200 company and one of
9 the world's largest oil field services providers. Coe was quickly promoted from
10 corporate counsel to Vice President and General Counsel. In his VP/GC position,
11 Coe managed domestic and international contracts, litigation, and oversaw oilfield
12 operations, including risk management and regulatory compliance issues. Coe also
13 supervised a significant number of employees across each of these areas;

14 76. In 2010, Coe joined Rockwell Collins, Inc. as the portfolio contracts team leader for
15 its Flight Information Solutions and Mobility/Rotary Wing divisions. Later, Coe's
16 duties grew to include working with the Intellectual Property and Advanced
17 Technologies Group and senior corporate IP leadership to develop and implement
18 policies and procedures to ensure Rockwell Collins' ability to analyze, capture, and
19 protect its intellectual property value. Coe excelled at this work, which led to
20 Rockwell Collins promoting him to its Intellectual Property Value Capture "Team of
21 Excellence." In each of his roles at Rockwell Collins, Coe also managed a
22 significant number of employees;

23
24 77. Coe's work for Rockwell Collins also allowed him to work directly with Boeing on
25

1 several of its largest commercial and military programs, such as the 787/777/747 and
2 KC-46;

3 78. In 2015, Coe interviewed for a position with Svoboda's BIPLC group. Coe wanted
4 to return to Seattle to be closer to family, and he believed Boeing represented the
5 apex of the aerospace industry. The position was also attractive because Coe learned
6 there were going to be a new management position for the CAL North American
7 Licensing team, which he was well qualified to fill;

8 79. As a result, Coe accepted Svoboda's offer of a position as a Licensing Specialist on
9 Beltz's CAL team;

10 80. Yet, when the new management position was created, Beltz promoted Coe's
11 coworker, Alexi Naimushin, into the manager position. Although, Naimushin had
12 joined BIPLC in 2014, he was significantly less experienced than Coe. While
13 disappointed, until 2020, Coe worked well with Naimushin and together they
14 enjoyed many accomplishments;

15 81. During his career at Boeing, Coe consistently and successfully handled one of the
16 largest workloads in his group, including the accounts for some of BIPLC's largest
17 and most critical suppliers. Coe consistently received excellent performance reviews
18 for his work, and in April 2019, he was the first intellectual property team member
19 to be awarded Boeing's Excellence in Contracting Award – the company-wide
20 award given to the employee with exemplary contracting and transactional skills,
21 and who also exhibits each of the key "Boeing Behaviors;"
22
23
24

25 82. During his tenure, Coe was aware of his older BIPLC coworkers being subjected to

1 heightened scrutiny and harassment by Beltz and Steensland, and also witnessed as
2 those coworkers were either demoted or left Boeing as a result of terminations,
3 premature retirements, and involuntary layoffs. Coe was also aware of complaints
4 filed with Boeing's HR and Ethics departments and that at least one terminated older
5 worker had sued Boeing alleging discrimination by Steensland. As the pattern of
6 harassment and discrimination continued, and the number of older coworkers
7 dwindled, Coe consistently feared that as one of the oldest remaining members of the
8 team, he could be next;

9
10 83. In December 2019, Coe met with Naimushin to discuss his 2019 performance
11 review. Coe again received an excellent review, as Naimushin told him that he had
12 met or exceeded all performance metrics established for him that year. Naimushin
13 also congratulated Coe on negotiating and concluding several lucrative and "first of
14 their kind" deals for the CAL North America team, and again congratulated him for
15 being awarded the 2019 Excellence in Contracting award;

16
17 84. On January 8, 2020, as Coe watched a 3-minute video from www.space.com entitled
18 "Starliner Postmortem." The video had been forwarded to Coe by Jonathan
19 Tomlinson, one of BIPLC's "Subject Matter Experts" in business
20 intelligence/marketing analysis. Like many at Boeing, Tomlinson and Coe had been
21 following Boeing's Starliner project, and Tomlinson believed the video provided a
22 good discussion of systemic issues at Boeing that may have played a role in that
23 project's delays;

24
25 85. Naimushin stopped by Coe's desk as he watched the video, and the two men briefly

1 chatted about its subject matter. Naimushin was interested in the video because he
2 believed it was relevant to other issues Boeing was facing at the time. He asked Coe
3 to forward him the link – which Coe did;

4 86. The following day, Coe was reviewing the current *Boeing News Now* (“*BNN*”), an
5 internal Boeing publication that populates the homepage on Boeing employees’
6 computers. Coe always made a point of reviewing the publication because he
7 believed it contained “corporate report-outs” curated by Senior Boeing Management
8 intended to let Boeing employees learn and understand current company business
9 activities, issues, and goals;

10 87. Coe saw the current *BNN* contained a video on Boeing’s very successful SLS Main
11 Stage Completion and a review of the Boeing Behaviors that made it possible. As
12 Coe watched the approximately 3½ minute video, Naimushin again walked by his
13 desk. This time, Naimushin did not stop. However, a short time later, Naimushin
14 asked Coe into a meeting that turned out to be a formal disciplinary discussion
15 regarding the videos. Naimushin told Coe that by watching the videos he had
16 violated the “Core Boeing Company Policies,” by “wasting valuable company time”
17 and presenting a “poor example” to his fellow employees. Naimushin informed Coe
18 that another “infraction” would result in additional discipline “up to and including
19 termination;”
20 21 22

23 88. Coe was astonished that he was being disciplined for watching the above videos.
24 Coe and his coworkers regularly watched videos at their cubicles during work hours
25 and breaks, whether from outside sources such as YouTube, or *BNN*, or videos they

were required to watch by HR or management;

1
2 89. Coe immediately pointed out to Naimushin that the videos he was getting disciplined
3 for watching were related to his work, and that one came from *BNN* so obviously
4 Boeing corporate management thought employees should see it. He also reminded
5 Naimushin of their interaction the previous day, and Naimushin's request that Coe
6 forward him a copy of the "Starliner Postmortem" video. Finally, Coe raised the
7 Boeing policy that allows him to use his computer for reasonable personal purposes.
8 As a result, whether watching the videos was work related or not, he had not done
9 anything inappropriate pursuant to written Boeing corporate policy;

10
11 90. Naimushin offered no response to Coe's points, and provided no further explanation
12 for the discipline;

13 91. Coe knew from Naimushin's previous comments to him and others that Naimushin
14 had been pressured by Beltz to impose unwarranted and disparate scrutiny and
15 discipline on the older workers on his team. Coe believed that he was a target of that
16 same scrutiny and discipline;

17
18 92. After the meeting, Coe wrote to Naimushin and Beltz requesting that the discipline
19 be retracted. When his request was ignored, Coe filed a complaint with Boeing's
20 Ethics department. In his complaint, Coe explained why he viewed Naimushin's
21 discipline of him with suspicion, and that he believed he was now being subjected to
22 the same harassing scrutiny that his older BIPLC coworkers had, and were
23 experiencing;

24
25 93. In March 2020, Boeing informed Coe that his ethics complaint alleging harassment

1 had been “resolved” with “no finding” of improper conduct because Naimushin and
2 Beltz had not “formalized” the discipline. Boeing never asked Coe about his
3 allegation that older BIPLC employees had, and were experiencing harassment, or
4 his belief that his recent discipline was a part of that pattern;

5 94. Shortly thereafter, Coe met with Naimushin to discuss compensation for 2020.

6 Based upon previous years, Coe expected that the results of his 2019 performance
7 review would result in his 2020 compensation including both a pay increase, and a
8 bonus payment of between 10-12% of his base pay. Yet, Naimushin told Coe that he
9 would not receive either a raise or a bonus because Beltz and Steensland had
10 lowered some of his 2019 “subjective” review results from ratings of “Met” and
11 “Exceeded” to the rating “Met Some.” Naimushin stated that the changes were
12 based upon Beltz’s and Steensland’s assessment of Coe’s 2019 performance on
13 certain subjective “intangibles;”
14

15 95. In May 2020, Coe was informed that he had been selected for an Involuntary Layoff.

16 Coe was the only member of his division to be selected for layoff, and chosen
17 despite there being several under-40 year old coworkers who had not been selected
18 for layoff but who had been hired well after him;

19 96. Coe’s workload was primarily taken over by Chola Olympio, a coworker with less
20 seniority than Coe, who was not currently on the North America licensing team, and
21 who was also approximately 40 years of age and considerably younger;
22

23 97. As a result of his involuntary layoff, Coe has suffered and continues to suffer
24 significant economic, physical, and emotional damages.
25

III. CAUSES OF ACTION: DISCRIMINATION AND RETALIATION PURSUANT TO RCW 49.60

Bernal claim:

98. Bernal realleges all matters as set forth above;

99. As alleged, Boeing's conduct constitutes retaliation in violation of the Washington Law against Discrimination, RCW 49.60, et. seq;

100. Bernal further asserts that Boeing's unlawful conduct proximately caused him damages in the amount and to the extent to be proven at trial;

Coe claims:

101. Coe realleges all matters as set forth above;

102. As alleged, Boeing's conduct constitutes discrimination and retaliation in violation of the Washington Law against Discrimination, RCW 49.60, et. seq.;

103. Coe further asserts that Boeing's unlawful conduct proximately caused him damages in the amount and to the extent to be proven at trial;

IV. PRAYER FOR RELIEF

WHEREFORE, Bernal and Coe pray that the court grant them the following relief;

104. All damages to which a discrimination plaintiff is entitled, including but not limited to special, general, compensatory, reinstatement, front pay, taxes, and all other damages and remedies allowed pursuant to RCW 49.60 et seq., and case law;

105. Attorney fees and costs allowed by law;

106. Post judgment interest at the statutory rate; and

107. Other relief as the Court may deem just and equitable.

DATED this 31st day of May, 2022.

BOYLE MARTIN THOENY, PLLC

s/Margaret M. Boyle

Margaret M. Boyle, WSBA#17089
Attorneys for Plaintiffs
100 W. Harrison, South Tower, Ste. 300
Seattle, Washington 98119
(206)217-9400/margaret@boylemartin.com