

1 on lifting, a modified work schedule, or for a temporary transfer to a less strenuous or less
2 hazardous position. RCW 43.10.005(1)(c)(iii), (c)(v)–(vi), (2). Employers may not claim an
3 undue hardship for limits on lifting over seventeen pounds. RCW 43.10.005(1)(d).

4 1.3 The Legislature has likewise recognized that employment discrimination because
5 of sex “threatens not only the rights and proper privileges of [state] inhabitants but menaces the
6 institutions and foundation of a free democratic state.” RCW 49.60.010. Under the WLAD,
7 “[p]regnancy is an expectable incident in the life of a woman. Discrimination against a woman
8 because of pregnancy or childbirth lessens the employment opportunities for women.”
9 WAC 162-30-020(2). Pregnancy discrimination, therefore, violates “the overall purpose of the
10 law against discrimination in employment because of sex . . . to equalize employment
11 opportunity for men and women.” WAC 162-30-020(1).

12 1.4 Defendants violated the HSA and WLAD by refusing to temporarily transfer one
13 of Suburban Propane’s pregnant delivery drivers, Jasmin Harton, to a less strenuous, less
14 hazardous position for which she was qualified, and allow her to perform that role remotely,
15 without any showing that it would incur significant expense or undue hardship by
16 accommodating Ms. Harton. RCW 43.10.005(2)(a). Instead, Defendants forced Ms. Harton to
17 take the leave she would have used after giving birth to recover and bond with her baby. RCW
18 43.10.005(2)(d).

19 1.5 The State brings this action to obtain: (a) a declaration that Defendants’ actions
20 violate state law, (b) injunctive relief requiring Suburban Propane to allow Ms. Harton to return
21 to her position as a delivery driver after the expiration of the leave she would have been entitled
22 to under State law had she been able to begin her leave on the day she gave birth, (c) monetary
23 relief for Ms. Harton that fully compensates her for the financial and emotional distress damages
24 she has incurred, and continues to incur, as a result of Suburban Propane’s unfair and
25 discriminatory practice, and (d) recovery of the cost of suit and reasonable attorneys’ fees in
26 connection with this action.

1 **II. JURISDICTION AND VENUE**

2 2.1 The State brings this action to enforce the HSA, RCW 43.10.005; and the WLAD,
3 RCW 49.60.030(1)(a) and .180.

4 2.2 Defendants committed the violations alleged in this Complaint at Suburban
5 Propane’s business location at 18901 Pacific Ave S., Spanaway, WA 98387, in Pierce County,
6 Washington.

7 2.3 Venue is proper in Pierce County pursuant to RCW 4.12.020 and RCW 4.12.025.

8 **III. PARTIES**

9 3.1 Plaintiff is the State of Washington. The Attorney General is authorized to
10 commence this action on behalf of the State pursuant to RCW 43.10.030(1), RCW 43.10.005(6),
11 and RCW 49.60.030(2).

12 3.2 Defendant Suburban Propane is a for-profit foreign (Delaware) limited partnership
13 headquartered in Whippany, New Jersey. At all relevant times, Suburban Propane was a foreign
14 limited partnership registered in Washington and an “employer” within the meaning of the HSA,
15 RCW 43.10.005(1)(a); and the WLAD, RCW 49.60.040(11). Suburban Propane represents that it
16 markets and distributes propane, kerosene, diesel fuel, and gasoline to residential, commercial,
17 industrial, and agricultural customers. Suburban Propane claims to have approximately 3,300 full-
18 time employees and conducts business from over 700 locations in 42 states, including
19 approximately 17 locations in Washington State. Suburban Propane has been operating since 1928.

20 3.3 Defendant Angela Rembe is employed by Suburban Propane as a Manager of HR
21 Operations.

22 **IV. FACTUAL ALLEGATIONS**

23 4.1 Suburban Propane represents in writing to all of its employees that it is an equal
24 opportunity employer. This means that personnel actions, including assigning, benefits,
25 transfers, etc., are “administered without regard to . . . sex, pregnancy . . . or any other
26 classification protected by law.” Further, “[e]mployees and applicants shall not be subjected to

1 harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a
2 complaint; (2) assisted or participated in an investigation, compliance review, hearing or any
3 other activity related to the administration of any federal, state or local law requiring equal
4 employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or
5 local law requiring equal opportunity or (4) exercised any other right protected by federal, state,
6 or local law requiring equal opportunity.”

7 4.2 Suburban Propane has a pregnancy accommodation policy. That policy states,
8 “Suburban treats employees who are pregnant or affected by pregnancy-related medical
9 conditions as it treats other employees with similar limitations or disabilities. Suburban will
10 provide reasonable accommodations for an employee’s pregnancy, childbirth, or medical
11 conditions related to pregnancy or childbirth, including recovery from childbirth, to allow such
12 employees to perform the essential functions of their jobs, unless doing so would create an undue
13 hardship for the Company.” The policy promises that Suburban Propane “will engage in an
14 interactive process with the employee requesting an accommodation.”

15 4.3 In February 2023, Suburban Propane hired Jasmin Harton to work as a delivery
16 driver at its location in Spanaway, Washington. Ms. Harton’s job duties in general were to
17 “[d]eliver fuel to customers in accordance with company standards while maintaining the
18 professional and positive image of Suburban Propane to foster customer satisfaction, repeat
19 business and referrals. Maintain vehicle and appropriate documentation.” More specifically, as
20 a delivery driver, Ms. Harton was “[r]equired to sustain continuous physical effort working with
21 heavy materials (~75+ pounds) such as cylinders and hoses;” be “[a]ble to sit and drive for long
22 periods of time;” “[m]eet established performance standard metrics such as
23 gallons/stops/loading/miles driven per day, percent of productive time;” and at times, work
24 weekends or travel overnight.

25 4.4 Suburban Propane delivery drivers, including Ms. Harton, also have a significant
26 customer service focus. Ms. Harton was required to “[m]aintain [a] professional image and

1 respectful relations with customers and the general public at all times; [p]rovide superior
2 customer service; strive to maintain zero driver related customer complaints; [d]evelop and
3 supply sales leads; [m]onitor competitor accounts and upsell; [l]isten[] to the needs of the
4 customer; [be] [r]esponsive to customer inquiries – follow[] through on customer requests and
5 address[] issues immediately; [r]ecognize the importance of customer satisfaction; [p]resent[]
6 the business in a positive and professional manner; [p]rovide[] friendly and helpful assistance,
7 even under stressful circumstances; [and] [t]ake[] personal responsibility for customer
8 satisfaction within [the] scope of [her] own role.”

9 4.5 In Ms. Harton’s performance evaluation dated October 2023, her supervisor
10 wrote, “Jasmin[,] you have done an outstanding job in such a short time. With you being flexible
11 and adaptive and having high energy and a positive attitude[,] you have been an asset to
12 Suburban Propane. Especially through the Pac West Acquisition. Great Job! Thank You!”

13 4.6 Ms. Harton learned she was pregnant with her third child in late February 2024.
14 She told her supervisor of her pregnancy around March 7, 2024, in part because her pregnancy
15 was causing her sharp pain, cramping, and bleeding during her delivery route. Ms. Harton
16 explained to her supervisor that she experienced those symptoms after every couple of stops and
17 would have to pull over for 20–30 minutes until the pain subsided. Ms. Harton asked to be
18 temporarily moved to work a less strenuous position.

19 4.7 Ms. Harton’s supervisor, Robert Hall, informed her that he would reach out to
20 HR for guidance and asked her to continue to perform her delivery duties for a couple more days.
21 Later that same day on March 7, Mr. Hall represented to Ms. Harton that Defendant Angela
22 Rembe had advised him that if Suburban Propane could not accommodate Ms. Harton, then at
23 20 weeks into her pregnancy, Suburban Propane would require Ms. Harton to apply for
24 medical/short term disability leave. Defendant Rembe also told Mr. Hall that she needed Ms.
25 Harton to submit a pregnancy accommodation form completed by Ms. Harton’s medical provider
26 in a week, and that Ms. Harton would have to perform her regular duties as a delivery driver

1 until Ms. Harton provided the completed form. Mr. Hall told Defendant Rembe that Ms. Harton
2 might not be able to obtain a completed form from her doctor so quickly. The form Defendant
3 Rembe provided had a deadline of two or three weeks.

4 4.8 Ms. Harton worked one more day in her role as delivery driver. She again
5 experienced the same sharp pain, cramping, and bleeding that prevented her from completing
6 her full route. Ms. Harton reported to her supervisor that she was no longer able to continue
7 delivering propane.

8 4.9 Ms. Harton's supervisor moved her within a week to light duty tasks, such as
9 filling propane tanks, taking inventory, and performing other work to prepare for an audit.

10 4.10 Sometime in April 2024, Defendant Rembe told Ms. Harton that she (Ms. Harton)
11 needed to have her treating medical provider complete a pregnancy accommodation form;
12 otherwise, she would have to resume her duties as a delivery driver. Ms. Rembe provided Ms.
13 Harton with a pregnancy accommodation form. Ms. Rembe further represented to Ms. Harton
14 that once her pregnancy accommodation form was completed and signed, Ms. Harton might be
15 able to work in the office as a customer service representative until she went on maternity leave.
16 Ms. Rembe stated that she would confirm this transfer with Suburban Propane Customer Service
17 Center Manager Wayne Meek. Ms. Harton offered to provide Ms. Rembe with an updated
18 resume that highlighted Ms. Harton's customer service experience and to sit for an interview to
19 demonstrate her qualifications for that position. Ms. Harton also told Ms. Rembe that her next
20 pregnancy-related healthcare appointment was May 8, 2024, but Ms. Rembe replied that she
21 (Ms. Rembe) would not wait for that date and that Ms. Harton needed to return the completed
22 pregnancy accommodation form by May 1, 2024.

23 4.11 Ms. Harton's treating medical provider completed Suburban Propane's
24 pregnancy accommodation form on May 1, 2024, and Ms. Harton submitted the completed form
25 to Ms. Rembe soon after. The medical provider recommended that Suburban Propane provide
26 Ms. Harton with the several pregnancy accommodations, including: no lifting 75 pounds or

1 more, no exposure to hazardous materials, no sitting or standing for long periods of time, and no
2 overnight travel or travel outside the area of her family and medical providers overseeing Ms.
3 Harton’s pregnancy.

4 4.12 Suburban Propane represents that on May 2, 2024, “Ms. Rembe discussed with
5 Ms. Harton that there were no other tasks that met her medical provider’s limitations that were
6 available and she was advised she should go on Short Term Disability (STD).” Ms. Rembe
7 ordered Ms. Harton to leave the premises immediately, as Ms. Harton’s pregnancy
8 accommodation requests were denied. Ms. Harton asked Ms. Rembe about the opportunity to
9 work in the office as a customer service representative. Ms. Rembe denied ever presenting this
10 as an option. Ms. Harton told Ms. Rembe that she (Ms. Harton) had read up on Washington
11 pregnancy accommodation laws and that they provided for a temporary job reassignment. Ms.
12 Rembe then stated that Ms. Harton was wrong and that since in her (Ms. Rembe’s) opinion there
13 was no way for Ms. Harton to continue with the job she was hired for, Ms. Harton needed to
14 apply for leave benefits.

15 4.13 On May 6, 2024, Ms. Rembe wrote to Ms. Harton to inform her that her
16 pregnancy accommodation was “denied effective May 2, 2024, based on operational need and
17 [her] inability to perform the essential functions of a Driver-Delivery.” Ms. Rembe gave Ms.
18 Harton the option of applying for short-term disability benefits and using Suburban Propane’s
19 Employee Assistance Program.

20 4.14 Ms. Harton began her disability leave on May 3, 2024.

21 4.15 At the time Ms. Harton went on leave, Suburban Propane’s records show that
22 Suburban Propane had two open office positions: customer service representative and credit and
23 collections. Although these positions were located at Suburban Propane locations that were hours
24 from its Spanaway location, Suburban Propane failed to demonstrate why allowing Ms. Harton
25 to remotely perform either of these roles would cause Suburban Propane to incur significant
26

1 difficulty or expense. Instead, Suburban Propane stated only that it “does not offer remote
2 positions for Customer Service Representatives or Customer Relations Specialists.”

3 4.16 Defendants never informed Ms. Harton of these open positions, and did not
4 investigate whether Ms. Harton was qualified for either. Suburban Propane admitted that “no
5 one at Suburban interviewed Ms. Harton to determine whether she was qualified to perform any
6 administrative work *that may have been available*, because there were no such positions
7 available.” [Emphasis in original.]

8 4.17 Ms. Harton’s performance evaluation highlighted Ms. Harton’s excellence in
9 serving Suburban Propane’s customers: “As a route Driver you are the face of Suburban Propane.
10 You have had no complaints or issues in the field and that shows me that you are dealing with
11 customers in a respectful and professional way.” Ms. Harton’s supervisor further noted, “Jasmin
12 in the 7 months that you have been here you have become one of the top drivers with completing
13 your route in the allotted time and that you ensure your paperwork is completed accurately.
14 Along with addressing customer needs. Great Job!”

15 4.18 The resume Ms. Harton submitted with her application to Suburban Propane,
16 while tailored to meet the requirements of a delivery driver rather than a customer service role,
17 contains some of Ms. Harton’s prior customer service experience. Specifically, it shows that Ms.
18 Harton worked for a year as a receiving coordinator for a pet food company, where she was
19 required to interact with vendors and freight carrier representatives to schedule deliveries or
20 address damaged or missing goods.

21 4.19 Had Defendants interviewed Ms. Harton or allowed her to submit a resume that
22 showed all of her customer service experience, they would have discovered that Ms. Harton was
23 an assistant store manager for over a year where she resolved customer complaints regarding
24 sales and service, instructed staff on addressing difficult or complicated sales, and directed and
25 coordinated staff and activities involving product displays. Further, as an executive assistant to
26 a company’s chief operating officer for over a year, Ms. Harton successfully established and

1 maintained relationships with mall management teams in over 65 malls nationwide. Ms. Harton
2 also acquired office administration skills as an office assistant for fifteen months, scheduling
3 appointments; maintaining appointment calendars and files; making and answering calls;
4 performing basic bookkeeping; handling banking transactions; and computing, recording, and
5 proofreading data and reports. In these roles, Ms. Harton became familiar with customer
6 relationship management software and Microsoft Outlook.

7 4.20 Rather than accommodate Ms. Harton, Defendants forced her to take leave that
8 Ms. Harton had planned on using when she gave birth and after to recover and bond with her
9 newborn. Ms. Harton’s baby was born on October 1, 2024, by C-section. Had Defendants not
10 forced Ms. Harton to take leave on May 3, she would have begun her leave on or about October
11 1, 2024.

12 4.21 Defendants’ refusal to accommodate Ms. Harton made her feel hurt, betrayed,
13 and ashamed for becoming pregnant because she felt it was the only reason she was being forced
14 to take leave. She wondered why Defendants were treating her this way when she had performed
15 well as an employee and during a special time in her life that should have brought her joy. And
16 Ms. Harton felt devastated that she had succeeded in a male-dominated industry but was being
17 treated as “less than” because of her pregnancy.

18 4.22 Ms. Harton feared running out of money. She went 31 days without any income
19 while waiting for Paid Family and Medical Leave (PFML) to be approved. She wondered about
20 her family of four’s financial situation after her PFML expired, and she was concerned that
21 because she was forced on leave so early in her pregnancy, Suburban Propane would be able to
22 terminate her employment just nine days after her due date. Having to choose between healing
23 and bonding time with her newborn or going back to work almost immediately after giving birth
24 to maintain her employment caused Ms. Harton significant stress and anxiety. Her reduced
25 income already was preventing her from adequately preparing for the arrival of her child. The
26

1 weight of these concerns caused Ms. Harton and her significant other to argue so much that Ms.
2 Harton considered terminating her pregnancy.

3 **V. CAUSES OF ACTION**

4 5.1 The State realleges the allegations above and incorporates them in this section as
5 if set forth in full.

6 **FIRST CAUSE OF ACTION**
7 **(Violation of the HSA – Failure to Accommodate a Pregnant Employee – Statutorily**
8 **Mandated Accommodations)**

9 5.2 Under the HSA, it is an unfair practice for any employer to fail or refuse to make
10 reasonable pregnancy accommodations unless the employer can demonstrate that doing so would
11 impose an undue hardship on the employer’s business. RCW 43.10.005(2)(a). An employer may
12 not claim undue hardship or require written certification from the pregnant employee’s treating
13 health care professional for the accommodations specified at RCW 43.10.005(1)(d), which
14 include providing seating or allowing the employee to sit more frequently if her job requires her
15 to stand, and limits on lifting over seventeen pounds, as relevant here. RCW 43.10.005(1)(d),
16 (3).

17 5.3 By the actions described above, Defendants failed and/or refused to
18 accommodate Ms. Harton’s pregnancy by providing accommodations mandated by the HSA,
19 regardless of any undue hardship to Defendants, in violation of RCW 43.10.005(1)(d), and
20 (2)(a).

21 **SECOND CAUSE OF ACTION**
22 **(Violation of the HSA – Failure to Accommodate a Pregnant Employee)**

23 5.4 Under the HSA, it is an unfair practice for any employer to fail or refuse to make
24 reasonable pregnancy accommodations unless the employer can demonstrate that doing so would
25 impose an undue hardship on the employer’s business. RCW 43.10.005(2)(a).
26

