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**IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF COLUMBIA**

JENNIFER MOTHERWAY, an individual, and ANIKA TODD, an individual,

Plaintiffs,

v.

COLUMBIA RIVER FIRE & RESCUE, a fire district and public entity,

Defendant.

Case No.: 23CV14480

**COMPLAINT**

Whistleblower Retaliation  
Sexual Harassment  
Hostile Work Environment  
FMLA/OFLA Retaliation  
Wrongful Termination

**CLAIMS NOT SUBJECT TO MANDATORY ARBITRATION**

**JURY TRIAL DEMANDED**

CLAIM FOR \$822,217.92 (ORS 21.160(1)(b))

**NATURE OF THE ACTION**

1.

This is an action for sexual harassment, retaliation for reporting sexual harassment, creating a hostile work environment based on sex, retaliation for whistleblowing of gross mismanagement and waste of funds by a public entity, protected medical leave interference and retaliation and wrongful termination.

2.

Venue is proper in Columbia County, Oregon pursuant to ORS 14.080(2) as the alleged actions described herein were committed in St. Helens, Oregon.

3.

Pursuant to ORS 30.275 notice was timely served.

**PARTIES**

4.

Plaintiff Jennifer Motherway is an individual living in St. Helens, Oregon. At all relevant times she was employed by Columbia River Fire & Rescue.

5.

Plaintiff Anika Todd is an individual living in St. Helens, Oregon. At all relevant times she was employed by Columbia River Fire & Rescue.

6.

Columbia River Fire & Rescue. (“CRFR”) is a fire district with its principal place of business at 270 Columbia Blvd, St. Helens, OR. 97051 in the county of Columbia. At all relevant times, CRFR employed ten or more persons in the State of Oregon and is an employer within the meaning of ORS 659A.001(4) and 653.606.

**FACTUAL ALLEGATIONS COMMON TO MULTIPLE CLAIMS**

7.

Plaintiff Jennifer Motherway began working for CRFR on September 24, 2012.

8.

1  
2 Plaintiff Anika Todd was hired as a temp employee by CRFR to work with Marit Nelson  
3 as Admin, Finance Assistant on September 22, 2018. Plaintiff Todd was promoted to a full-time  
4 CRFR employee in 2019.

5  
6 9.

7 In December 2020, Joel Medina was hired by the Board of CRFR as Fire Chief. He began  
8 work in January 2021.

9  
10 10.

11 Chief Medina came from Florida where he worked in the fire service for over 20 years.  
12 From 2016-2018, he worked as Fire Chief for the Village of Tequesta, Florida. He left in 2018 and  
13 worked for a private company until he was hired by CRFR in 2020.

14  
15 11.

16 Within weeks of starting at CRFR, Chief Medina began sexually harassing some of the  
17 female staff that worked with him, including Plaintiffs.

18  
19 12.

20 Chief Medina would show female subordinates pictures of scantily clad women, telling  
21 them that's how they dressed where he came from, and that his last assistant was "hot" and all  
22 the other males were jealous of him.

23  
24 13.

25 This was said while complaining that the women in the office dressed like "construction  
26 workers," indicating that he would like them to dress more provocatively.

14.

1 He would loudly talk about women’s bodies and tell dating stories from “friends,”  
2 making fun of women’s bodies or speaking inappropriately about their figures.  
3

15.

4 He was told several times that this made the predominantly female support staff in the  
5 office very uncomfortable, but he did not stop. Instead, he would bring male co-workers into his  
6 office and shut the door but speak loudly enough that everyone could still hear what he was  
7 saying.  
8

16.

9 Chief Medina also asked several female employees, including the Plaintiffs, to be his  
10 “personal assistant” even though this was not a budgeted position, and no Chief has ever had a  
11 personal assistant in the past.  
12

17.

13 When Plaintiff Todd refused the offer to be his “personal assistant” Chief Medina stated  
14 that she would “never be more than a receptionist”.  
15

18.

16 Chief Medina then attempted to direct Plaintiff Motherway to be his “personal assistant”.  
17 When Plaintiff Motherway protested that she had too much on her plate, Chief Medina told her  
18 she needed to “focus on [his] needs”.  
19

20 //

21 //

19.

1  
2 When not engaging in inappropriate discussions about women and their bodies, Chief  
3 Medina was abusive to the female support staff, screaming, making threats, using inappropriate  
4 language, and using physical aggression to express emotion, such as banging his fists on the  
5 table.

20.

6  
7 In June of 2021, the first complaint about Chief Medina's inappropriate behavior was  
8 made to then Finance Director/Human Resources Manager Marit Nelson by Plaintiff Todd. No  
9 investigation was conducted.

21.

10  
11 In addition to the complaints about inappropriate sexual comments and his hostility  
12 towards female employees, there was also a growing concern that Chief Medina was engaging in  
13 financial mismanagement, as well as failing to properly work within the CRFR budget.

22.

14  
15 For example, in around April or May of 2021, Chief Medina indicated he would like to  
16 upgrade all Captains to Battalion Chiefs, which would increase the salary of each individual  
17 \$10,000 -15,000 per year and remodel the administration office. This was on top of the  
18 administrative assistant that he wanted to hire that was not a budgeted position.

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23.

The Finance Director told Chief Medina that based on the current budget, he would have to set aside money for at least the next three years to be able to afford to remodel the administration building, as the district was still making payments on two new fire trucks.

24.

He was also told that there were many fire facilities in need of restoration, including the main fire station where the coded doors in the front were not working, sewage from the upstairs bathrooms leaked into the bays and onto apparatus, and the living quarters for the firefighters needed repair and replacement. Other facilities were also in need of significant improvements, including asbestos, electrical and sewage restoration.

25.

The June 2021 complaint to Ms. Nelson also included concerns about Chief Medina engaging in financial mismanagement against CRFR through inappropriate credit card usage, such as having the fire district pay for meals that were not used for official purposes while the documentation he did turn in was incomplete and lacked receipts for all charges.

26.

In September 2021, Chief Medina hired Kate Lehner.

27.

Ms. Lehner is a friend of Chief Medina and was hired without the approval of Mrs. Nelson for a billing position that the district had already spent over \$1,000 training Plaintiff Todd to do. Upon information and belief, Ms. Lehner had no previous EMS billing experience.

28.

Marit Nelson left CRFR November of 2021 after 15 years with CRFR.

29.

Chief Medina downgraded Mrs. Nelson's position from Finance Director to Finance Manager and cut the salary for the position.

30.

Chief Medina then announced that Ms. Lehner was the new human resources manager despite having no human resources experience, as well as office manager and Chief Medina's personal assistant, which was still not a budgeted position.

31.

Nothing was done to abate the hostile environment and sexual comments openly engaged in by other male employees and encouraged by Chief Medina.

32.

For example, in the spring of 2022, Chief Smythe told a very graphic story about his genitals to the three women in the office at the time. He then left and went into Chief Medina's office to loudly retell the story and they laughed and joked about it for approximately 10 minutes afterwards.

33.

In May of 2022, one of the female employees, the new Finance Manager, submitted a grievance to Chief Erick Holsey against Chief Medina, Ms. Lehner, and Chief Smythe. He

1 elevated it to the board of directors for CRFR. Ultimately, the Finance Manager resigned because  
2 she could not take the continuing hostile work environment.

3 34.

4 Chief Medina instructed Plaintiff Todd to take on the duties of the Finance Manager  
5 temporarily.

6 35.

7 In or around June of 2022, the board of directors hired William Landis of Pacific  
8 Consulting and Investigations LLC to conduct an investigation into the female employee's  
9 claims about a hostile work environment for women.

10 36.

11 Upon learning about this investigation, Chief Medina told employees they needed to be  
12 "loyal to the district and no one else".

13 37.

14 Even with an ongoing investigation into his actions towards female employees, Chief  
15 Medina continued touching the female employees' bodies without permission and invading their  
16 personal space. They reported these incidents to Ms. Lehner, but nothing was done in response.

17 38.

18 In June 2022, Chief Medina asked Plaintiff Todd to work on the budget as the Finance  
19 Manager role had not yet been filled. He instructed Plaintiff Todd to use an old template from the  
20 previous year's budget and create a new one with numbers from a spreadsheet the previous  
21 Finance Manager had not completed.  
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39.

Plaintiff Todd did the best she could with the numbers that were available, making sure every entry was correct, and letting Chief Medina know the areas where there was incomplete information, such as the Volunteer Grant and Community Paramedic Grant. Chief Medina told her he would just use the previous year's information.

40.

After turning over the budget to Chief Medina, upon information and belief, Chief Medina altered the data and inflated numbers showing a cash carryover that was incorrect. The numbers Chief Medina used did not come from any financial report or information from the finance system that was available to Plaintiff Todd.

41.

Upon seeing the altered budget, Plaintiff Todd reported to Ms. Lehner that she believed the budget was incorrect, and that it showed much more cash carryover than existed.

42.

The budget was then submitted to the CRFR Board for approval.

43.

Upon information and belief, there was no mention to the board by Chief Medina or Ms. Lehner about Plaintiff Todd's concerns.

44.

As a result of the inflated budget, Chief Medina was given the green light to renovate the administration building. Renovations began immediately.

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45.

Plaintiff Todd again made a complaint to Ms. Lehner that she believed engaging in the renovations, on top of the payments for the two fire trucks and other expenses, would create a significant shortfall in the budget and they would not be able to pay employee costs by year end. Ms. Lehner failed to take any action based on this concern.

46.

In late June, Mr. Landis interviewed both Plaintiff Todd and Plaintiff Motherway about their experiences with Chief Medina and his treatment of female employees.

47.

Upon information and belief, a redacted copy of the report was soon after shared with Chief Medina, including information which would allow him to easily determine which employees made claims against him.

48.

Chief Medina began a campaign of retaliation against both Plaintiff Todd and Plaintiff Motherway that ended with the termination of their employment in a pretextual “layoff”.

49.

On July 7, Chief Medina and Chief Smythe asked to meet with Plaintiff Motherway. During this meeting, Chief Medina told Plaintiff Motherway that it had come to his attention that she had “a potential BOLI claim” and because of this, he was going to take away her role as Public Information Officer (PIO) after business hours.

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50.

During that meeting, Plaintiff Motherway had to ask Chief Medina to watch his tone as he became angry and aggressive towards her.

51.

Plaintiff Motherway pointed out that she was an exempt employee and as such, any reduction in hours made no sense. In addition, Plaintiff Motherway pointed out that male employees in positions similar to her were getting stipends for the after-hours calls and she was not. She then asked to be compensated similarly to those males.

52.

As PIO, Plaintiff Motherway was expected to take home a CRFR vehicle and respond to all emergency calls after hours, which she did for many years. Chief Medina refused to give her the stipend the male employees were entitled to for the same after-hours response requirements.

53.

On August 10<sup>th</sup>, Chief Medina and Chief Smythe called yet another meeting with Plaintiff Motherway and her direct supervisor Chief Jeremy Mendola to discuss her “role” in the department.

54.

Plaintiff Motherway asked for an agenda or some kind of heads up as to what they needed to discuss but she was told by Chief Medina that it was “just about [her] job” and if she couldn’t immediately answer questions about her job then she had “bigger problems”.

55.

Chief Medina then held a third meeting on August 16, rehashing the same discussions from the July 7<sup>th</sup> and August 10<sup>th</sup> meetings regarding plaintiff Motherway's hours and job duties.

56.

During this meeting, Chief Medina attempted to change Plaintiff Motherway's schedule from an 8:30AM start time to 7:00AM start time. Plaintiff Motherway explained that the reason she came in at 8:30AM was because she had to drop her children off at school on the way to work. That was always the agreement. Eventually, Chief Medina relented and allowed Plaintiff Motherway to continue the same schedule.

57.

In July 2022, Chief Medina announced that he was going to create a new Division Chief position of Finance. The Finance Manager position previously had been in the \$64,000 - \$84,000 salary range.

58.

Chief Medina announced he would be paying the position \$120,000-\$130,000 and was hiring his friend from Florida to fill the position.

59.

Chief Medina hired Jimmy Sanchez into the position without posting any ads or engaging in the required competitive process.

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60.

Chief Medina told Plaintiff Todd to have CRFR pay \$5,000 in moving expenses and to pay for Sanchez's shipping pods, which cost in excess of \$5,000. He instructed her not to put the expense into the Purchase Order (PO) system because that information is tracked, and he didn't want any union firefighters to see the expenses.

61.

Chief Medina then hired a CPA from Wolfe Consulting LLC to help the district get ready for an audit. Upon information and belief, this CPA had no experience using the district's financial system and was paid over \$2,000 per month to learn the system and do whatever Chief Medina instructed her to do.

62.

Additionally, CRFR had a contract with Centerlogic for IT services which cost the district approximately \$3,500 per month. Centerlogic had been the primary IT company for CRFR for many years and there had been no significant issues. Upon information and belief, Chief Medina decided to hire a secondary IT company because he wasn't impressed with Centerlogic while CRFR was still paying Centerlogic.

63.

Upon information and belief, in August of 2022, the new director of finance Chief Sanchez signed off on the budget without initially reviewing it. When Chief Sanchez finally reviewed the budget, he expressed concern to Plaintiff Todd about submitting the budget because

1 he saw that it was not accurate. He talked about “legal action” being taken and said he didn’t  
2 want “silver bracelets”.

3 64.

4 In late August, Plaintiff Motherway filed an official complaint of retaliation with her  
5 supervisor Chief Mendola. Chief Mendola escalated the complaint to the CRFR Board.

6 65.

7 On August 29, Plaintiff Motherway met with Board Director Gary Hudson at his home.  
8 During this meeting, Plaintiff Motherway brought up specific examples of the ongoing hostile  
9 work environment and retaliation she and Plaintiff Todd were experiencing after the initial  
10 investigation.

11 66.

12 Shortly after that meeting, Plaintiff Todd was asked to speak with Mr. Hudson.

13 67.

14 During that meeting, Mr. Hudson dismissed parts of both the hostile work environment  
15 and retaliation reports, telling Plaintiff Todd that the reports of inappropriate behavior are  
16 “common at the fire department” and something that should be “tolerated and taken with a grain  
17 of salt”.

18 68.

19 Instead of asking about Chief Medina and the reports of his behavior, Mr. Hudson started  
20 asking about Plaintiff Motherway and her job performance.  
21  
22

69.

1  
2 Plaintiff Todd then asked about the report from Mr. Landis regarding the hostile work  
3 environment and inappropriate behavior reported by the previous Finance Manager. Mr. Hudson  
4 stated that they got the report back from the investigator and the board decided the accusations  
5 were “unsustained”.

6  
7 70.

8 Plaintiff Todd asked what he meant, because she was one of the people who reported  
9 behavior, and Mr. Hudson clarified that while yes, he engaged in those behaviors, because they  
10 were not “sustained for a long period of time” it was not being “acted upon”.

11  
12 71.

13 After that meeting, Plaintiff Todd was asked not to attend staff meetings that she had  
14 regularly been attending as part of her position. This after the month prior being given a raise and  
15 told she was an “invaluable” member of CRFR.

16  
17 72.

18 During the staff meetings she was told not to attend, upon information and belief, Chief  
19 Medina began making false statements about Plaintiff Todd’s work. Work Plaintiff Todd had  
20 been doing correctly for over 3 years.

21  
22 73.

23 Upon information and belief, starting approximately at the end of August, Chief Sanchez  
24 and Ms. Lehner began investigating Plaintiffs Todd and Motherway and interviewing people  
about their work performance and use of sick time.

74.

By October, things had escalated to the point that Ms. Lehner was calling and emailing the PERS program to see about retroactively taking Plaintiff Motherway out of the Police and Fire category to deduct money from her PERS account to give back to the district.

75.

Ms. Lehner also started taking job duties away from Plaintiff Todd and forbade her from eating chips or chewing gum in the office because it drove Ms. Lehner “crazy”.

76.

On October 6, 2022, Plaintiff Motherway was asked to have a final follow-up meeting regarding the board investigation. Plaintiff Motherway met with Board President Hans Feige, Mr. Hudson, and Chief Smythe. Mr. Hudson made it clear during that meeting that Chief Medina definitely needed “coaching,” but that because her allegations were so similar in nature to what was previously investigated by the outside investigator, the board decided to continue to “work” with Chief Medina to “help correct his behavior”.

77.

While the Board had substantiated her claims, and despite the fact that these behaviors had continued for months, Mr. Hudson stated they would take no further action and no specific relief was given to Plaintiff Motherway to stop the retaliation against her and Plaintiff Todd.

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78.

1  
2 During this time, Plaintiff Todd was also reporting to Chief Sanchez that she was unable  
3 to reconcile the credit card account because Chief Medina continued to refuse to provide receipts  
4 or any information about his expenditures.

79.

5  
6 In response, Chief Sanchez took away all credit cards except Chief Medina's and Jeramy  
7 Lehner's, Ms. Lehner's husband who does maintenance and is a volunteer firefighter.

80.

8  
9 Plaintiff Todd continued each month to email Chief Sanchez about charges that were  
10 missing documentation.

81.

11  
12 Plaintiff Todd pointed out that Chief Medina was spending between \$500 and \$1,500  
13 each month just on food for him and coworkers to eat at restaurants. If and when he did turn in  
14 receipts for those meals, there were no names or notes on the receipts, which is required for  
15 audits.

82.

16  
17 During this time, Chief Medina continued to engage in behavior that skirted the line,  
18 essentially treating CRFR as his own personal fiefdom, and making changes and spending  
19 taxpayer money. Upon information and belief, he also submitted inflated budgets to the board –  
20 omitting crucial financial information to allow him to continue spending money as he pleased.  
21  
22

83.

Chief Medina spent over \$600,000 on a total remodel of a building that was not needed and which he had been told repeatedly by the previous Financial Director and Finance Manager that the district could not afford.

84.

At the December 13, 2022, board meeting, Chief Medina presented on the civil service group meeting to the board of directors. Chief Medina stated that he could not find prior meeting minutes for the civil service group. When asked by Board Director Kelly Niles, who was responsible for taking the meeting minutes, Chief Medina stated that he did not know where the prior meeting minutes were. This was untrue, as he assigned Plaintiff Motherway to take the meeting minutes and Chief Medina and the rest of the staff along with members from outside agencies were all aware she had the meeting minutes.

85.

Those meeting minutes reflected the accuracy of what was agreed upon by the civil service group. Instead of accurately presenting what was agreed upon and reflected in the minutes, Chief Medina made changes to civil service procedures without following proper bylaws, minutes, and procedures.

86.

Throughout all this, the sexual harassment and hostile work environment continued unabated.

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87.

In one instance, Chief Medina, Chief Smythe, Chief Sanchez, Ms. Lehner, and Mr. Lehner, stood around Ms. Lehner's desk for over an hour making inappropriate sexual comments and jokes, and calling each other vulgar names.

88.

Jokes such as Chief Smythe stating they would only see the back of Chief Sanchez's head because he'll be giving him a blowjob.

89.

All of this was done within feet from Plaintiff Todd's desk, all of them knowing full well she was one of the women who reported how uncomfortable this behavior made her as she reported it directly to Ms. Lehner multiple times.

90.

In December, Plaintiffs attended a staff holiday party at the Deer Island station and participated in a white elephant gift exchange.

91.

Plaintiff Todd ended up with a sexualized game brought by Chief Medina called "that's what she said".

92.

After the conclusion of the white elephant exchange, Chief Medina forced everyone to play the sexualized game, which entailed pulling cards depicting graphic sexual positions, female and male genitalia, oral and anal sex and answering questions.

93.

1  
2 Plaintiff Todd reported to Ms. Lehner how uncomfortable she was with what happened.  
3 Ms. Lehner ignored her report.

4  
5 94.

6 On December 22, Plaintiff Motherway went on a pre-planned protected medical leave.

7  
8 95.

9 At the January 10, 2023, board meeting, Chief Medina announced that finances were in  
10 bad shape, and accused the previous finance director and finance manager of mismanagement.  
11 He accused the union firefighters of “disrespect” towards him and made the claim that the  
12 district was “at risk of having to pay back \$340,000 in grant funds”. He then announced that  
13 effective immediately, he intended to lay off two staff members.

14  
15 96.

16 Based in part on the claim about repayment of grant funds, on January 19, 2023, Plaintiff  
17 Motherway called the preparedness officer from FEMA to get clarification on certain parts of the  
18 grant. The FEMA representative stated that no, they were not at risk of having to pay back any  
19 grant money and she had never told anyone from CRFR otherwise.

20  
21 97.

22 Plaintiff Motherway made a second call on February 3 to report concerns of financial  
23 abuse and mismanagement by CRFR.

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98.

Plaintiff Motherway reported concerns regarding Chief Sanchez's attempt to claim 56 hours of "grant administrator" time despite never having logged into the grant program until Plaintiff Motherway was on protected medical leave and having told Plaintiff Motherway repeatedly that it was her responsibility to manage the grant.

99.

In addition, she reported that the district made repeated requests to FEMA to pay \$30,000 in expenses that had already been paid to the fire district per the records in the system.

100.

On January 23, Plaintiff Motherway was contacted while on protected medical leave and told to send over passwords for CRFR accounts.

101.

On January 24, Chief Smythe contacted Plaintiff Motherway directing her to immediately turn in her district vehicle, cell phone, laptop, and any other district-related items she had in her possession.

102.

On January 31, Plaintiff Motherway's access to a social media account that was part of her position since she started in 2012 was suddenly gone.

103.

On February 6, Plaintiff Motherway returned from protected medical leave.

//

104.

On February 7, both Plaintiff Motherway and Plaintiff Todd were “laid off” from CRFR.

105.

Plaintiffs were two of the last female staff in administration left who had complained about Chief Medina – almost all the other women had been forced to leave.

106.

The “layoff” was pretext for the unlawful termination of Plaintiffs.

107.

In total, seven women in administration were forced to leave CRFR during Chief Medina’s tenure.

108.

At the time of her termination, Plaintiff Motherway’s position was a full-time exempt salaried position per the annual budget documents. The majority (approximately 70%) of Plaintiff Motherway’s salary was funded through FEMA’s SAFER grant. This grant runs through December 2023, and is only to cover Plaintiff Motherway as an FTE in the budget of CRFR. The full compensation package was paid by both FEMA and CRFR as agreed upon by the Board of Directors when the award package was accepted in 2019.

109.

Upon information and belief, instead of reporting to FEMA that Plaintiff Motherway was laid off, CRFR continued to attempt to collect the remaining funds from the SAFER grant award apportioned to Plaintiff Motherway’s salary.

110.

1  
2 At the March 14, 2023, CRFR board meeting, Chief Medina announced that the district  
3 would be purchasing property to build two new fire stations.

111.

4  
5 The board also approved a few surplus items, including the purchase of a boat and a  
6 Mercedes side-by-side type vehicle.

112.

7  
8 Finally, Chief Medina announced that CRFR hired a social media company to manage  
9 media relations for the district including all social media.

113.

10  
11 The company Chief Medina hired, “Pink Buzz Media” was established in September  
12 2022 by Jeannette “Ally” Sanchez, the wife of Chief Sanchez. Ms. Sanchez lists herself as  
13 “Founder and CEO” of Pink Buzz Media.

114.

14  
15 Ms. Sanchez was issued Plaintiff Motherway’s old cell phone and an email address  
16 “media@crfr.com”.

115.

17  
18 Generally, the PIO must go through extensive training and certifications to be able to  
19 hold the position as there are laws and regulations that govern communication by a public entity.  
20

21 //

22 //

116.

Upon information and belief, Ms. Sanchez has not taken or completed any training or obtained any certifications allowing her to undertake the duties of the PIO through her company.

117.

Plaintiffs hereby reserve the right to amend this complaint pursuant to ORS 31.725.

**DAMAGES**

118.

Plaintiff Motherway is entitled to economic damages incurred as a result of Defendant's actions as alleged herein in an amount to be determined at trial. To date, such economic damages are estimated and alleged, solely for purposes of ORCP 18B, in the amount of \$12,760.00.

119.

Plaintiff Todd is entitled to economic damages incurred as a result of Defendant's actions as alleged herein in an amount to be determined at trial. To date, such economic damages are estimated and alleged, solely for purposes of ORCP 18B, in the amount of \$9,457.92.

120.

Plaintiffs are also entitled to recover noneconomic damages, including physical, emotional, and mental harm, for which they should be compensated in an amount found to be appropriate by a jury based on the evidence presented at trial. Solely for purposes of ORCP 18B, each Plaintiff estimates and alleges such damages in the amount of \$400,000.



121.

1  
2 Plaintiffs also seek reasonable attorneys' fees and costs in an amount to be proven at  
3 trial.

4 **FIRST CLAIM FOR RELIEF**  
5 **(Retaliation)**  
6 **Count I**  
7 **ORS 659A.203**

122.

8 Plaintiff incorporates and realleges paragraphs 1 through 121 by reference as though set  
9 forth fully herein.

123.

10  
11 It is an unlawful employment practice for an employer to discharge, demote, suspend or  
12 in any manner discriminate or retaliate against an employee with regard to promotion,  
13 compensation or other terms, conditions or privileges of employment for the reason that the  
14 employee has in good faith reported information that the employee believes is evidence of a  
15 violation of a state or federal law, rule or regulation.

124.

16  
17 Plaintiffs were wrongfully terminated under the pretext of a layoff in retaliation for their  
18 good faith reporting of violations of federal, state and local law, rule or regulation, and  
19 mismanagement, gross waste of funds and abuse of authority by CRFR and Chief Medina.  
20

125.

21  
22 These reports were made internally by both Plaintiffs as well as externally to a  
23 government agency by Plaintiff Motherway.

126.

1  
2 Plaintiffs' good faith reports and complaints relating to violations as alleged herein  
3 constituted protected conduct under ORS 659A.203.

4  
5 127.

6 Defendant discriminated against Plaintiff in the terms and conditions of their  
7 employment because of such protected conduct in violation of ORS 659A.203.

8  
9  
10 **Count II**  
11 **ORS 659A.199**

12  
13 128.

14 Plaintiffs incorporate paragraphs 1 through 127, as though fully set forth herein.

15  
16 129.

17 It is an unlawful employment practice for an employer to discharge, demote, suspend or  
18 in any manner discriminate or retaliate against an employee with regard to promotion,  
19 compensation or other terms, conditions or privileges of employment for the reason that the  
20 employee has in good faith reported information that the employee believes is evidence of a  
21 violation of a state or federal law, rule or regulation.

22  
23 130.

24 Plaintiffs in good faith made reports and complaints relating to violations as alleged  
herein which constituted protected conduct under ORS 659A.199.

131.

Defendants discriminated against Plaintiffs in the terms and conditions of their  
employment because of such protected conduct in violation of ORS 659A.199.

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**Count III**  
**ORS 659A.030(1)(f)**

132.

Plaintiffs incorporate and reallege paragraphs 1 through 131 by reference as though set forth fully herein.

133.

It is an unlawful employment practice for any person to discharge, expel or otherwise discriminate against any other person because that person has opposed any unlawful practice under ORS Chapter 659A or has attempted to do so.

134.

Defendant discriminated against plaintiffs in the terms and conditions of their employment as alleged herein in retaliation for plaintiffs' opposition to and complaints and reports of discrimination due to sex and a hostile work environment due to sex, which constitute violations of law, regulation, and rule and for filing this complaint.

**SECOND CLAIM FOR RELIEF**  
**(Sex Discrimination – ORS 659A.030(1)(a)-(b))**

135.

Plaintiffs incorporate and reallege paragraphs 1 through 121 by reference as though set forth fully herein.

136.

It is the public policy of the State of Oregon that practices of unlawful discrimination against any of its inhabitants because of sex are a matter of state concern and that this

1 discrimination not only threatens the rights and privileges of its inhabitants but menaces the  
2 institutions and foundation of a free democratic state.

3 137.

4 It is an unlawful employment practice for any employer to refuse to hire, employ or  
5 promote, to bar or discharge from employment or to discriminate in compensation or in terms,  
6 conditions, or privileges of employment on the basis of an individual's sex.

7 138.

8 Defendant discriminated against Plaintiffs in the terms and conditions of their  
9 employment as alleged herein in substantial motivating part due to plaintiffs' sex.

10 139.

11 When female employees complained about sexual harassment and gender-based  
12 comments and actions, they were questioned, ostracizes, demoted, and eventually removed from  
13 employment.

14 140.

15 Defendant's conduct as described herein is in violation of ORS 659A.030(1)(a) and (b).

16 **THIRD CLAIM FOR RELIEF**  
17 **(Hostile Work Environment – ORS 659A.030 *et seq*)**

18 141.

19 Plaintiffs incorporate and reallege paragraphs 1 through 121 and 136 through 139 by  
20 reference as though set forth fully herein.

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22 //

142.

As alleged herein, CRFR through Chief Medina and other male employees subjected Plaintiffs to a work environment that was objectively and subjectively hostile because of Plaintiffs' sex as alleged herein. The conduct against Plaintiffs was pervasive, severe, and altered the terms and conditions of their employment.

143.

Defendant's conduct had the purpose and effect of creating an intimidating, hostile and offensive work environment during Plaintiffs' employment, which adversely effected Plaintiffs' employment.

144.

Defendant treated Plaintiffs adversely with respect to compensation or other terms, conditions, or privileges of employment by allowing Chief Medina to "lay off" Plaintiffs as a pretext for termination.

145.

Plaintiffs' sex and/or their complaints of a hostile work environment based on sex were a substantial factor in the adverse treatment.

**FOURTH CLAIM FOR RELIEF**  
**(Medical Leave Interference and Retaliation – ORS 659A.183)**  
**(Plaintiff Motherway Against Defendant)**

146.

Plaintiff incorporates paragraphs 1 through 121 as though fully set forth herein.

147.

1  
2 Plaintiff was an eligible employee as defined by ORS 659A.150(2) and not excluded  
3 from eligibility by ORS 659A.156.

4 148.

5 Defendant was a covered employer as defined by ORS 659A.153(1).

6 149.

7 In response to plaintiff's protected medical leave, defendant discriminated and retaliated  
8 against plaintiff in the terms and conditions of her employment by terminating her employment  
9 in violation of ORS 659A.183(2) under the pretext of a "layoff".

10 **FIFTH CLAIM FOR RELIEF**  
11 **(Wrongful Discharge)**  
12 **(Plaintiff Motherway against Defendant)**

13 150.

14 Plaintiff incorporates and realleges paragraphs 1 through 121 by reference as though set  
15 forth fully herein.

16 151.

17 Defendant's termination of plaintiff was in retaliation for plaintiff's pursuit of her rights  
18 related to her role as an employee, i.e., her medical leave rights, which rights are of important  
19 public interest.

20 152.

21 Plaintiff was discharged from her employment in retaliation for her exercise of the right  
22 to make use of protected medical leave without retaliation and contrary to clear expressions of

1 public policy against discrimination on the basis of the exercise of employment-related rights  
2 set forth in federal and state law, for which plaintiff should recover from defendants as alleged  
3 herein.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment as follows:

- 6 1. Economic damages against the defendant as alleged herein,  
7 2. Non-economic damages against the defendant as alleged herein,  
8 3. Attorney fees and costs as allowed by law, as well as prejudgment and post-  
9 judgment interest, and  
10 4. Any other relief the Court deems just and equitable.

11  
12 Dated this 7th day of April, 2023.

13 /s/ Rebecca Cambreleng  
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