

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF DESCHUTES

HANNAH COPELAND,	Case No.
Plaintiff,	COMPLAINT
vs.	(Retaliation for protected conduct/whistleblowing, ORS 659A.199, and ORS 659A.203; hostile work environment, ORS 659A.030; breach of contract, negligence)
CITY OF REDMOND, a local municipality incorporated in the state of Oregon,	Amount in Controversy: \$250,000 Filing Fee: \$ 594 Fee Authority: 21.160(1)(c)
Defendant.	NOT SUBJECT TO MANDATORY ARBITRATION
	DEMAND FOR JURY TRIAL

Plaintiff Hannah Copeland (hereinafter “Plaintiff”) brings these actions against the City of Redmond (hereinafter “Defendant” or the “City”) for both economic and non-economic damages for the following claims alleged below:

PARTIES

- At all times material herein, Plaintiff was a resident of the State of Oregon and the County of Deschutes. Plaintiff was an officer with the Redmond Police Department, and was an Acting in Capacity (AIC) supervisor, at all times material herein.

- 1 2. At all times material herein, Defendant City of Redmond, whose principal place of
2 business is 411 SW 9th Street, Redmond, OR 97756, was and is a municipal corporation
3 formed under the laws of the State of Oregon and is a public body liable under state law
4 for the acts and omissions of its employees and officials, including members of the
5 Redmond Police Department (Department), whose principal place of business is 777 SW
6 Deschutes Ave., Redmond, OR 97756, a police agency established by the City of
7 Redmond. and located in the County of Deschutes. The City is liable for the tortious acts
8 and omissions of its employees and agents pursuant to ORS 30.265(1).
- 9 3. All acts and omissions complained of herein occurred in the County of Deschutes, making
10 this venue proper.

11 **FACTUAL BACKGROUND**

- 12 4. Plaintiff served with the Redmond Police Department from December 1, 2000, and served
13 as an AIC supervisor beginning in approximately 2016 until she was subjected to
14 retaliatory discipline on February 19, 2020. Plaintiff was a use of force instructor
15 beginning in or about 2004 until February 2020.
- 16 5. In or about June of 2000, Plaintiff was sponsored for the Redmond Police Department.
17 On completion of the Oregon Police Academy, she accepted a full time position in the
18 Department and executed an Offer of Employment as a Police Officer with the City
19 (“Employment Agreement”). On or about December 1, 2000, Plaintiff received a copy of
20 the Collective Bargaining Agreement between the City of Redmond and the Redmond
21 Police Officer’s Association (RPOA) (“RPOA Contract”). Among other operative
22 provisions the RPOA Contact required all discipline to be based on “just cause” which is
23 defined by Oregon Statute to mean “a cause reasonably related to the public safety
24 officer’s ability to perform required work. The term includes a willful violation of
25 reasonable work rules, regulations or written policies.” ORS 236.350(2).

26 ///

- 1 6. Plaintiff enjoyed a successful and diligent career. Plaintiff received the Chief's
2 Commendation for her investigative work. Plaintiff was Officer of the Year in 2016.
3 Plaintiff was told by her supervisors, including Lieutenant Eric Beckwith, she was one of
4 the top domestic violence investigator in the Department and county-wide. Plaintiff had
5 to work harder than some of her peers to achieve success as a female police officer in a
6 male dominated field.
- 7 7. One of Plaintiff's supervisors was Lieutenant Eric Beckwith. Beckwith was a member of
8 the SWAT team. In addition to Beckwith, the SWAT team included Captain Devin Lewis,
9 and several members of the elected board ("eBoard") of the RPOA. This included the then
10 President, Garland Derek Hicks Jr. ("Hicks"), and then Vice President, Tyler Kirk, and
11 then eBoard member Jered Kirk and Michael Maloney. Four of the five eBoard members
12 were on SWAT with Lt. Beckwith. On information and belief, Beckwith formed
13 friendships with his fellow SWAT members and afforded them with favorable treatment.
- 14 8. Plaintiff began developing concerns over Beckwith's conduct and treatment of fellow
15 employees. Plaintiff began to note Beckwith would treat his friends, especially the
16 members of SWAT very favorably and would bully other employees with whom he did
17 not have a friendly relationship with. One of the employees singled out for severe bullying
18 and mistreatment was Officer McClure.
- 19 9. Beckwith would also brag publicly about past instances of bullying and hazing he had
20 initiated or participated in. On multiple occasions Beckwith would relay stories about how
21 he had hazed fellow classmates at Idaho State University when he was in college.
22 Beckwith is a charismatic speaker and would include many details in his stories which
23 made Plaintiff extremely uncomfortable. One such story involved Beckwith using saran
24 wrap to wrap a special needs student to their bed.
- 25 10. Plaintiff personally witnessed Beckwith bully and haze new recruits, reserve officers, and
26 even private citizens, especially those suffering from drug addiction. This behavior was

1 open and overt, and the Department and the City did little to nothing to curb Beckwith's
2 abusive behavior. As he was promoted, first to sergeant and later to lieutenant, Beckwith
3 became increasingly bold in his abuse and wielded his authority to prevent dissent or
4 challenge. On information and belief, the Chief of Police and other City executives were
5 aware of Beckwith's conduct for a significant time prior to the events described herein.

6 11. Beckwith's conduct included but was not limited to: threats of physical violence, sexually
7 demeaning comments, jokes about intercourse with other employee's wives, racial
8 harassment, and verbal beratings for no cause. Beckwith would often refer to an Asian
9 officer as his "pocket ninja." Beckwith would also treat victims of drug addiction and
10 domestic violence poorly, some of whom came forward to Plaintiff with reports of their
11 mistreatment.

12 12. Beckwith would also brag about being propositioned for sex by former Chief Ron Roberts
13 shortly after Beckwith was hired as a patrol officer in 2009. Beckwith bragged this alleged
14 event occurred at the Department's holiday party in or around December of 2009. The
15 party was widely attended by employees of the Department including Plaintiff. Beckwith
16 attended the party with his wife, who appeared to be unaware of this alleged incident.

17 13. Despite Plaintiff's concerns about Beckwith and others' behavior in the Department, she
18 enjoyed good relationships with Beckwith, Hicks, and others in that social circle. Plaintiff
19 was uncomfortable witnessing the harassment; however, she did not know how to address
20 her concerns.

21 **The McClure Lawsuit**

22 14. On March 1, 2019 the City had received a tort claim notice from a former employee
23 ("McClure") who had been terminated in 2018. McClure's allegations included, but were
24 not limited to sexual harassment and age discrimination, and hostile work environment.
25 McClure alleged mistreatment by several members of the Redmond Police including Lt.
26 Beckwith. McClure filed his formal complaint on February 5, 2020, naming Lt. Beckwith,

1 among others, as a defendant.

2 15. McClure's complaint alleged, among other things, sexual "jokes" and innuendo instigated
3 by Beckwith and other supervisors.

4 16. After learning of the tort claim notice, Plaintiff became concerned. She had personally
5 witnessed much of Beckwith's conduct which formed the predicate for McClure's lawsuit.
6 Plaintiff expected she would be deposed and called as a witness if and when McClure filed
7 formal suit. Plaintiff had personally witnessed Beckwith racially and sexually harass
8 McClure.

9 17. On or about May 9, 2019, Plaintiff met with an employee from Citycounty Insurance
10 Services (CIS) to discuss McClure's claims and Beckwith's conduct. CIS is a member
11 owned, managed risked pool, owned and operated by the participating local governmental
12 entities. Plaintiff disclosed significant details of what she had personally witnessed and
13 was prepared to testify to if called. Plaintiff made these disclosures in good faith and
14 reasonably believed her disclosures included violations of Departmental and City policy,
15 as well as violations of state laws and regulations. The meeting was an interview format
16 with CIS asking Plaintiff specific questions about specific conduct which Plaintiff was
17 answering fully and honestly. CIS recorded the meeting; on information and belief, CIS
18 and the City have retained copies of the interview.

19 18. Derek Hicks was also in the May 9, 2019 meeting ostensibly as Plaintiff's Association
20 representative. During the meeting, while Plaintiff was answering questions about
21 Beckwith and the conduct Plaintiff had witnessed, Hicks at one point asked for the
22 recording to be paused. He escorted Plaintiff out of the room. Hicks admonished Plaintiff
23 for disclosing too many details. Hicks told Plaintiff she was "opening doors that should
24 remain shut." Plaintiff did not fully understand what Hicks intended; however, the
25 remainder of the interview was uncomfortable as Plaintiff attempted to answer CIS's
26 questions fully while being mindful of her Association's vague concerns.

1 19. On information and belief, Hicks was attempting to prevent Plaintiff from making
2 damaging disclosures about Beckwith and other defendants in McClure’s suit. As alleged
3 herein, Hicks and Beckwith were close in the Department. On information and belief,
4 Hicks relayed Plaintiff’s disclosures to Beckwith following the May 9 meeting.

5 20. Following the May 9 meeting, Plaintiff’s relationship with Beckwith noticeably changed.
6 Beckwith began making a point of getting into close proximity with Plaintiff and
7 discussing the McClure suit. Beckwith would complain the City was not “getting his
8 back” and that he would have to pay for his own attorney. He talked about his fear of
9 losing his house. On information and belief, these and other comments were intended by
10 Beckwith to make Plaintiff feel remorse for anything damaging she had disclosed about
11 him. On information and belief, the City afforded Beckwith a full defense and his
12 comments were not truthful.

13 21. In or around July or August of 2019, Lt. Beckwith approached Plaintiff’s immediate
14 supervisor, Sgt. Ryan Fraker. Beckwith told Sgt. Fraker he wanted Plaintiff stripped of
15 her AIC status and wanted her off the defensive tactics training team. Sgt. Fraker did not
16 follow through on Beckwith’s desires. Beckwith also criticized Sgt. Fraker for nominating
17 Plaintiff for officer of the year and told him lots of people in the Department were unhappy
18 Plaintiff had been nominated.

19 22. In or about November of 2019, Lt. Beckwith attended an advanced internal investigation
20 course. On his return, he began telling members of the Department that punishments were
21 going to be more severe in the future. Lt. Beckwith stated he discovered he had a lot more
22 power than he had thought. The Department had previously adopted a written policy
23 which required advanced notice if discipline was to be meted out in a manner substantially
24 different from past practices.

25 ///

26 ///

The Pursuit and Plaintiff's Discipline

1
2 23. Redmond had been suffering from a string of stolen vehicles in the area. Many of the
3 stolen vehicle reports led to pursuits. Plaintiff and others believed there was a nexus of a
4 few perpetrators which connected many, if not all, of these vehicle thefts. Officers from
5 Plaintiff's unit had engaged in approximately five or six pursuits in as many weeks. None
6 of the pursuits resulted in investigations or discipline. After one pursuit, Lt. Beckwith
7 instructed an officer to stop at stop signs better. These pursuits involved vehicles traveling
8 the wrong way on highways, high speeds, and through intersections. The response from
9 the supervisory staff was supportive and positive regarding the officers' conduct during
10 these pursuits. One pursuit involved speeds in excess of 100 mph and the only reaction
11 from supervisors was "good job." Several Redmond officers and at least one Deschutes
12 County deputy were congratulated by Lt. Beckwith, who told them publicly "Redmond
13 PD will chase you until the wheels fall off."

14 24. On or about November 30, 2019, Plaintiff took a report from an alleged domestic violence
15 victim. During this contact, the victim reported her car had been stolen. She did not
16 disclose she believed her spouse had taken it or provide any details which would have
17 caused Plaintiff to believe the stolen vehicle was not part of the rash of similar offenses.

18 25. Plaintiff reported the theft and later that day, her team was involved in a pursuit of the
19 vehicle reported stolen. Plaintiff's sergeant, Sgt. Fraker, was supervising the pursuit from
20 about one to two miles behind the suspect. Plaintiff and others were variously the primary
21 pursuit vehicle as the pursuit winded in and around Redmond and the surrounding area.

22 26. The pursuit began in the Walmart parking lot and ranged in and out of Redmond city and
23 along Highway 97 for several miles. The suspect was fleeing at high speeds and was
24 showing reckless disregard for the safety of the general public. The pursuit was initially
25 terminated by Sgt. Fraker and then reengaged when the suspect came back into contact
26 with pursuit officers.

1 27. The pursuit ended near NE King Way just off the east side of Highway 97. The suspect
2 drove into a field and the officers managed to pin them in temporarily. The suspects
3 managed to jump a barrier back onto Highway 97 at which point Sgt. Fraker terminated
4 the pursuit for a second time. Plaintiff had not been actively involved in the pursuit after
5 the first few minutes. Plaintiff did not reengage but was instead, providing backup behind
6 the pursuit front. Plaintiff had engaged her lights and sirens pursuant to policy.

7 28. The day after the pursuit, Plaintiff received an email from Chief Tarbet who congratulated
8 her on the job well done. He congratulated Plaintiff for finding the stolen car, arresting
9 the bad guy and keeping the victim safe.

10 29. Lt. Beckwith ordered Sgt. Fraker to write up the pursuit review despite his objections that
11 it was improper because he was part of the pursuit. Sgt. Fraker asked Lt. Beckwith to write
12 the supervisory report on several occasions. Lt. Beckwith refused, and insisted Fraker
13 write it himself. On information and belief, historically no pursuit review had exceeded
14 two pages. On this occasion, Lt. Beckwith kept insisting Sgt. Fraker add more detail until
15 his review was seven pages long. Based on Lt. Beckwith's urging, Sgt. Fraker wrote that
16 the pursuit, including Plaintiff's conduct, had violated several policies.

17 30. Officers were interviewed following pursuits typically for fifteen minutes or less. On
18 information and belief, no pursuit had resulted in a full Internal Affairs (IA) investigation
19 during Plaintiff's tenure at the Department. Nevertheless, Plaintiff was subjected to an
20 interview lasting up to three hours, conducted by two lieutenants. Plaintiff was questioned
21 in detail by Lt. Beckwith and Lt. Petersen. Plaintiff is unaware of any past interview for a
22 pursuit in which two lieutenants engaged in questioning an officer.

23 31. During the interview, Lt. Beckwith made several demonstrably false statements to
24 Plaintiff about statements other officers had made in their recorded interviews. Plaintiff
25 offered full, complete, and truthful answers to the best of her ability. Ordinarily, an officer
26 is assisted by Association representatives, who collect mitigating evidence, assist the

1 officer during questioning and provide documentation of comparable conduct, or comps,
2 to the Department regarding the manner in which discipline has been handed down in the
3 past. A key component of just cause in discipline is notice regarding what kind of conduct
4 will be subject to discipline. On information and belief, no discipline had been assigned
5 for past pursuits which were similar to this incident.

6 32. Prior to Plaintiff's interview, she met with representatives from RPOA. Plaintiff was told
7 the pursuit was the worst in the history of the Department. RPOA representatives told
8 Plaintiff she should immediately admit fault and not try to explain her actions and
9 decisions. RPOA representatives told Plaintiff her punishment would be much more
10 severe if she did not take their advice. Plaintiff felt the environment was coercive and that
11 she was not being provided with full and fair representation. On information and belief,
12 RPOA representatives met with all the officers involved in this pursuit and urged each
13 officer to admit fault in the same coercive manner.

14 33. When Plaintiff attended her interview, she discovered her Association representatives had
15 failed to obtain comps from past pursuits and appears to be completely unable or unwilling
16 to assist her with her defense. Plaintiff expressed multiple times her concern over the lack
17 of competent representation from her association representatives. On information and
18 belief, these failures were the result of Beckwith's friendship with the Association eBoard.
19 On information and belief, Beckwith's friendship with the eBoard members, through their
20 mutual participation on SWAT, caused or contributed to a failure by the Association to
21 properly represent Plaintiff.

22 34. Plaintiff was disciplined on or about February 19, 2020, ostensibly for violations of
23 Departmental policy and Oregon statutes. Plaintiff was suspended without pay for four
24 days, placed on a six-month work plan and stripped of her AIC status. On information and
25 belief, the Department has never restored AIC status to anyone who has had it stripped
26 due to discipline. On information and belief, the Department has never promoted anyone

1 after having AIC status stripped for discipline. On information and belief, the Department
2 has historically used work plans as a mechanism for terminating officers for less than just
3 cause.

4 35. Sgt. Fraker and others were also disciplined up to, and including, termination. Sgt. Fraker
5 was terminated on or about February 20, 2020; Officer Poole resigned in lieu of
6 termination on or about February 21, 2020; and other officers were subjected to other
7 forms of discipline. On information and belief, Sgt. Fraker was targeted by Beckwith and
8 others for his own role in reporting misconduct within the Department. On information
9 and belief, Plaintiff and other officers under Sgt. Fraker's command were targeted, in part,
10 for their association with Sgt. Fraker.

11 36. On information and belief, prior to Plaintiff's IA interview, there was a party hosted by a
12 member of the Redmond Police Department. Many of the SWAT team members and
13 Association eBoard members were in attendance. One or more attendees had created a
14 custom screen-printed pillow with a large image of Sgt. Fraker's face on it. They presented
15 it to Beckwith as a gift. Beckwith began berating the pillow and yelling profanity at it.
16 The symbolic treatment of the pillow escalated to Beckwith throwing it on the fire. On
17 information and belief, Beckwith and the others were celebrating their expectation of the
18 demise of Fraker's career. On information and belief, Plaintiff and others were also
19 targeted by Beckwith. Beckwith failed to disclose this event, which demonstrated bias
20 towards Plaintiff through her association with Sgt. Fraker. Beckwith failed to recuse
21 himself from the investigation. Members of the eBoard present that night also failed to
22 disclose this event to Plaintiff.

23 37. On information and belief, Chief Tarbet conspired with Beckwith and others to destroy
24 Plaintiff's career. On information and belief, this conspiracy included the promise of
25 promotion to Kirk and Hicks in exchange for their assistance preventing the Association
26 from grieving Plaintiff's termination. On or about July 6, 2020, Hicks was promoted to

1 Sergeant. On or about January 6, 2021, Kirk was promoted to Sergeant.

2 38. On or about February 20, 2020, Plaintiff filed a retaliation complaint to Keith Leitz,
3 Director of Human Resources for the City. Leitz declined to record the meeting but did
4 not object to Plaintiff's recording it. Plaintiff met with Leitz to complain that her May 9,
5 2019 disclosures to CIS had been leaked to Beckwith and he had retaliated against her as
6 a result. Leitz insisted Plaintiff had never made any disclosures which would have been
7 capable of triggering retaliation. Plaintiff insisted the recording from May 9 would
8 substantiate her complaint. Leitz had a copy of the recording on his office computer and
9 while he refused to give Plaintiff a copy, he did play a portion of it for her from his
10 computer. On information and belief, Leitz failed to investigate Plaintiff's complaint
11 despite multiple follow up emails Plaintiff sent to Leitz. Leitz never responded to
12 Plaintiff's emails.

13 39. As a direct and proximate result of the conduct by the City and its agents and employees,
14 Plaintiff has suffered the loss of wages and benefits in the form of four (4) days of unpaid
15 suspension and the loss of AIC status, which came with a 5% pay raise. Plaintiff was
16 further injured through the loss of future promotion within the Department. These
17 economic losses shall be more fully proven at trial but are not less than \$250,000.00 in
18 aggregate with her noneconomic damages.

19 40. As a direct and proximate result of the conduct by the City and its agents and employees,
20 Plaintiff has suffered loss to her reputation, humiliation, embarrassment, ridicule, shame,
21 emotional and mental distress. Plaintiff also felt forced to resign her position as a
22 defensive tactics instructor to avoid working in proximity to Beckwith, who supervised
23 the Department training programs. These non-economic losses shall be more fully proven
24 at trial but are not less than \$250,000.00 in aggregate with her economic damages.

25 41. Plaintiff provided notice of the claims described herein on or about April 27, 2020 in
26 compliance with ORS 30.275.

1 **FIRST CLAIM FOR RELIEF**

2 **Retaliation for Protected Conduct**

3 **(Count One: ORS 659A.199)**

4 42. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
5 alleges:

6 43. Plaintiff, in good faith, reported information she reasonably believed to be violations of
7 state or federal law, rules, regulations, and/or City and Police Department policies.
8 Plaintiff made disclosures to the City by and through CIS, as alleged herein.

9 44. Beckwith, Hicks, Tyler, Tarbet and other City employees, conspired to retaliate against
10 Plaintiff as alleged herein. The retaliation included, but was not limited to, manufacturing
11 an extensive investigation for conduct which had previously been accepted and even
12 lauded, disparaging Plaintiff's work product in investigating the domestic assault
13 described in Paragraph 17, suspending Plaintiff without pay for four days, stripping
14 Plaintiff of her AIC status, foreclosing Plaintiff's future career within the Department by
15 blocking her from all future promotions.

16 45. The City is liable for the tortious acts and omissions of its employees and agents.

17 46. As a direct and proximate cause of Beckwith and others' conduct as alleged, Plaintiff has
18 been disciplined for less than just cause, has lost current and future wages, benefits, AIC
19 status, and retirement, all going to her economic damages in an amount to be more fully
20 proven at trial but which are not less than \$250,000.00 in the aggregate.

21 47. As a direct and proximate result of Defendants' conduct as alleged, Plaintiff has suffered,
22 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
23 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
24 reputation and a heightened sense of vulnerability, all to her noneconomic damages in an
25 amount to be more fully proven at trial, but not less than \$250,000.00 in the aggregate.

26 ///

1 48. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
2 9% per annum from the date of the judgment until paid. Plaintiff is entitled to attorney
3 fees under ORS 659A.885.

4 **(Count Two: ORS 659A.203(1)(b)(A) and (B))**

5 **(All Defendants)**

6 49. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
7 alleges:

8 50. Plaintiff, in good faith, reported information she reasonably believed to be violations of
9 state or federal law, rules, regulations, and/or City and Police Department policies.
10 Plaintiff made disclosures to officials from the City, and to representatives from CIS, as
11 alleged herein.

12 51. Beckwith, Hicks, Tyler, Tarbet and other City employees, conspired to retaliate against
13 Plaintiff as alleged herein. The retaliation included, but was not limited to, manufacturing
14 an extensive investigation for conduct which had previously been accepted and even
15 lauded, disparaging Plaintiff's work product in investigating the domestic assault
16 described in Paragraph 17, suspending Plaintiff without pay for four (4) days, stripping
17 Plaintiff of her AIC status, foreclosing Plaintiff's future career within the Department by
18 blocking her from all future promotions. The City is liable for the tortious acts and
19 omissions of its employees and agents.

20 52. As a direct and proximate cause of Beckwith and others' conduct as alleged, Plaintiff has
21 been disciplined for less than just cause, has lost current and future wages, benefits, AIC
22 status, and retirement all going to her economic damages in an amount to be more fully
23 proven at trial, but which are not less than \$250,000.00 in the aggregate.

24 53. As a direct and proximate result of Defendants' conduct as alleged, Plaintiff has suffered,
25 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
26 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of

1 reputation and a heightened sense of vulnerability, all to her noneconomic damages in an
2 amount to be more fully proven at trial, but not less than \$250,000.00 in the aggregate.

3 54. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
4 9% per annum from the date of the judgment until paid. Plaintiff is entitled to attorney
5 fees under ORS 659A.885.

6 **SECOND CLAIM FOR RELIEF**

7 **(Negligent Retention)**

8 55. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
9 alleges:

10 56. Defendant City employed Beckwith as a Lieutenant in the police department during all
11 times material to this complaint. As a Lieutenant, Beckwith was in a position to retaliate
12 against Plaintiff as alleged herein.

13 57. The City failed to exercise proper oversight and failed to exercise due diligence over
14 Beckwith. Proper due diligence over Beckwith would have prevented him from illegally
15 retaliating against Plaintiff. The City had specific notice of Beckwith's conduct through
16 prior complaints and by virtue of the McClure tort claim notice and the attendant lawsuit.
17 On information and belief, Beckwith was the subject of other tort claim notices, lawsuits,
18 and complaints regarding similar retaliatory conduct. The City failed to take remedial
19 action with respect to Beckwith's conduct.

20 58. The City was in a special relationship with Plaintiff as her employer. It was foreseeable
21 failure to exercise proper oversight and due diligence would result in the injuries Plaintiff
22 is alleging herein. The City's failure to act allowed Beckwith to retaliate against Plaintiff
23 as alleged herein.

24 59. As a direct and proximate cause of Beckwith and others' conduct as alleged, Plaintiff has
25 been disciplined for less than just cause, has lost current and future wages, benefits, AIC
26 status, and retirement all going to her economic damages in an amount to be more fully

1 proven at trial, but which are not less than \$250,000.00 in the aggregate.

2 60. As a direct and proximate result of Defendants' conduct as alleged, Plaintiff has suffered,
3 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
4 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
5 reputation and a heightened sense of vulnerability, all to her noneconomic damages in an
6 amount to be more fully proven at trial, but not less than \$250,000.00 in the aggregate.

7 61. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
8 9% per annum from the date of the judgment until paid.

9 **THIRD CLAIM FOR RELIEF**

10 **(Hostile Work Environment - ORS 659A.030)**

11 62. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
12 alleges:

13 63. As alleged in paragraphs 7 through 13, Beckwith subjected McClure, and other persons
14 with whom Plaintiff was associated with, to conduct which was unwelcome, subjectively
15 and objectively offensive, and so severe and pervasive as to have the purpose or effect to
16 create a hostile, intimidating, or offensive working environment.

17 64. Beckwith, and other agents or employees of the City, repeatedly subjected Plaintiff's
18 fellow employees to intimidation, harassment, increased scrutiny, humiliation, and
19 marginalization on account of age, race, and sex.

20 65. The work environment created by Beckwith and others, and permitted or allowed by Chief
21 Tarbet and the City, seriously affected Plaintiff's psychological well-being, interfered
22 with her work performance and altered the terms and conditions of her employment.

23 66. Plaintiff reported the hostility she witnessed by Beckwith and others. In response, the City
24 ignored Plaintiff's concerns and took no action, investigative or otherwise, to end to the
25 harassment.

26 ///

1 67. Beckwith's conduct amounted to an unlawful hostile work environment prohibited by
2 ORS 659A.030.

3 68. As a direct and proximate cause of Beckwith and others' conduct as alleged, Plaintiff has
4 been disciplined for less than just cause, has lost current and future wages, benefits, AIC
5 status, and retirement all going to her economic damages in an amount to be more fully
6 proven at trial, but which are not less than \$250,000.00 in the aggregate.

7 69. As a direct and proximate result of Defendants' conduct as alleged, Plaintiff has suffered,
8 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
9 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
10 reputation and a heightened sense of vulnerability, all to her noneconomic damages in an
11 amount to be more fully proven at trial, but not less than \$250,000.00 in the aggregate.

12 70. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
13 9% per annum from the date of the judgment until paid. Plaintiff is entitled to attorney
14 fees under ORS 659A.885.

15 **FOURTH CLAIM FOR RELIEF**

16 **(Breach of Contract)**

17 71. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
18 alleges:

19 72. Defendant and Plaintiff entered into a written employment contract on or about December
20 1, 2000. The employment contract references the rights and obligations created in the RPOA
21 Contract.

22 73. On or about December 1, 2000, Plaintiff received a copy of the RPOA Contract. Plaintiff
23 was a third-party beneficiary to the RPOA contract.

24 74. Plaintiff performed all duties, promises, and obligations required of her and all conditions
25 precedent that she agreed to perform under the Employment Agreement and RPOA
26 Contract.

1 75. Plaintiff made a good faith effort to attempt to resolve the disputes set forth herein that
2 arise out of, or relate to, her Employment Agreement and RPOA Contract.

3 76. Defendant breached the terms of the Employment Agreement when it disciplined Plaintiff
4 for less than just cause.

5 77. As a direct and proximate cause of Defendant's conduct as alleged, Plaintiff has been
6 disciplined for less than just cause, has lost current and future wages, benefits, AIC status,
7 and retirement all going to her economic damages in an amount to be more fully proven
8 at trial, but which are not less than \$250,000.00 in the aggregate.

9 78. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
10 9% per annum from the date of the judgment until paid.

11 **FIFTH CLAIM FOR RELIEF**

12 **(Breach of Covenant of Good Faith and Fair Dealing)**

13 79. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
14 alleges:

15 80. The law imposes a duty of good faith and fair dealing in the performance of every contract,
16 including Plaintiff's Employment Agreement with Defendant and the RPOA Contract.
17 Plaintiff is a third-party beneficiary to the RPOA Contract.

18 81. Defendant did not perform the Employment Agreement in good faith or fairly.
19 Defendant's officers and employees including Tarbet, and Beckwith, engaged in the
20 conduct set forth herein in order to hinder Plaintiff's employment with the City.

21 82. When entering into the Employment Agreement, Plaintiff reasonably expected that
22 Defendants would not engage in such conduct.

23 83. As a direct and proximate cause of Defendant's conduct as alleged, Plaintiff has been
24 disciplined for less than just cause, has lost current and future wages, benefits, AIC status,
25 and retirement all going to her economic damages in an amount to be more fully proven
26 at trial, but which are not less than \$250,000.00 in the aggregate.

1 84. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
2 9% per annum from the date of the judgment until paid.
3

4 WHEREFORE, Plaintiff demands judgment in her favor and against Defendants as pled
5 herein and an award of damages as following:

- 6 (1) On each count of Plaintiff's First Claim for Relief, an award of non-economic and
7 economic damages in an amount to be proved at trial, but not less than \$250,000.00
8 in aggregate;
- 9 (2) On Plaintiff's Second Claim for Relief, an award of non-economic and economic
10 damages in an amount to be proved at trial, but not less than \$250,000.00 in
11 aggregate;
- 12 (3) On Plaintiff's Third Claim for Relief, an award of non-economic and economic
13 damages in an amount to be proved at trial, but not less than \$250,000.00 in
14 aggregate;
- 15 (4) On Plaintiff's Fourth Claim for Relief, an award of direct, indirect, and
16 consequential economic damages in an amount to be proved at trial, but not less
17 than \$250,000.00 in aggregate;
- 18 (5) On Plaintiff's Fifth Claim for Relief, an award of direct, indirect, and
19 consequential economic damages in an amount to be proved at trial, but not less
20 than \$250,000.00 in aggergate;
- 21 (6) An award of post-judgment interest in the amount of 9% per annum from the date
22 of judgment until paid;
- 23 (7) Plaintiff's reasonable attorney fees pursuant to ORS 659A.885 and/or 20.107;
- 24 (8) Plaintiff's costs and disbursements incurred herein; and
- 25 (9) For such other relief as the Court may deem just and reasonable.
26

18 DATED this 11th day of February 2021

21 THENELL LAW GROUP, P.C.

22 By: /s/ Daniel E. Thenell
23 Daniel E. Thenell, OSB No. 971655
24 Email: dan@thenelllawgroup.com
25 Emerson Lenon, OSB No. 123728
26 Email: emerson@thenelllawgroup.com
Of Attorneys for Plaintiff