

1 **PARTIES**

- 2 1. At all times material herein, Plaintiff was a resident of the State of Oregon and the County
3 of Deschutes. Plaintiff was a sergeant with the Redmond Police Department at all times
4 material herein.
- 5 2. At all times material herein, Defendant City of Redmond (hereinafter “City”) was a
6 municipality incorporated under the laws of the State of Oregon and located in the County
7 of Deschutes. The City is liable for the tortious acts and omissions of its employees and
8 agents.
- 9 3. At all times material herein, Defendant Dave Tarbet (hereinafter “Tarbet”) was the Chief
10 of Police and an employee of the City and was acting in the course and scope of his
11 employment. At all times material herein, Defendant Tarbet was the final policy maker
12 for the Redmond Police Department.
- 13 4. At all times material herein, Defendant Jesse Petersen (hereinafter “Petersen”) was an
14 employee of the City and was acting in the course and scope of his employment. At all
15 times material herein, Defendant Eric Beckwith (hereinafter “Beckwith”) was an
16 employee of the City and was acting in the course and scope of his employment.
- 17 5. At all times material herein, Defendant Garland Derek Hicks Jr. (hereinafter “Hicks”) was
18 an employee of the City and was acting in the course and scope of his employment. At all
19 times material herein, Defendant Tyler Kirk (hereinafter “Kirk”) was an employee of the
20 City and was acting in the course and scope of his employment.
- 21 6. All events giving rise to the claims in this complaint took place in Deschutes County,
22 making jurisdiction and venue proper in this Court.

23 **FACTUAL BACKGROUND**

- 24 7. Plaintiff served with the Redmond Police Department from September 5, 2001 and has
25 served as a sergeant beginning in approximately 2017 until his termination on February
26 20, 2020.

1 8. Plaintiff served with honor and enjoyed consistently favorable performance reviews from
2 various supervisors including, but not limited to, Lieutenant Jesse Petersen and Lieutenant
3 Hank Majetich.

4 **Plaintiff's Treatment by City Employees**

5 9. In or about July 2018, Plaintiff began reporting to Lt. Petersen. Lt. Petersen at all times
6 material was a member of the SWAT team until he retired from SWAT in or around 2018.
7 On information and belief,, after leaving SWAT, Petersen remained close friends with the
8 members of that unit. Plaintiff began to notice conduct by Lt. Petersen which he
9 reasonably believed to be violations of state law, regulation, and/or City or Departmental
10 policy. Lt. Petersen would protect those subordinates who went along with his conduct
11 and would single out subordinates who expressed concern over the conduct.

12 10. Around the end of August or the beginning of September of 2018, Plaintiff was practicing
13 at a firing range along with various members of Bend Police including Sergeant R.C.
14 Bigelow. Bigelow was a member of SWAT and on information and belief,, was friends
15 with Lt. Petersen. Abruptly and without warning Bigelow began screaming at Plaintiff
16 from some distance away, began throwing his tactical gear around the inside of his truck
17 to the point gear was falling out onto the ground, and generally was acting in an
18 unprofessional manner, including a series of angry outbursts. Plaintiff immediately left
19 the range and reported this conduct to Bigelow's supervisor in Bend, and Bigelow was
20 investigated and disciplined by his department. Shortly after Plaintiff made this report, he
21 was confronted by Lt. Petersen who chastised Plaintiff and warned him not to interfere
22 with his friends on SWAT again.

23 11. In or around October of 2018, Plaintiff began having trouble with a member of the Parole
24 and Probation (P&P) team. This individual began insisting Plaintiff's patrol officers
25 perform minor and mundane tasks which took them away from their assigned duties.
26 Plaintiff reported the issues to a P&P supervisor who took steps to correct the behavior.

1 Captain McNaughton, whose spouse was also a P&P supervisor, chastised Plaintiff for his
2 report to the P&P supervisor. On or about October 28, 2018, Lt. Petersen confronted
3 Plaintiff and warned him he was “on thin ice.” On information and belief, Lt. Petersen
4 lacked any basis other than Plaintiff’s report to P&P and/or his report to Bend PD for this
5 verbal warning.

6 12. Plaintiff expressed concern to Lt. Petersen over his conduct, threatening Plaintiff for
7 reporting misconduct. Lt. Petersen began targeting Plaintiff by talking badly about
8 Plaintiff and his work performance to his friends on the SWAT team, other lieutenants in
9 the Department and to administrative staff. Other management staff began treating
10 Plaintiff differently after Lt. Petersen began his campaign against Plaintiff. Plaintiff’s
11 patrol team expressed support for Plaintiff and his work product; however, management
12 personnel up to, and including, the Chief of Police began to treat Plaintiff more negatively.

13 13. The SWAT team consisted of Lt. Petersen, until his retirement from SWAT, Lt. Beckwith,
14 Captain Devin Lewis, and several members of the elected board (“eBoard”) of the
15 Redmond Police Officer’s Association. This included the then President Garland Derek
16 Hicks Jr. and then Vice President Tyler Kirk, and then eBoard member Jered Kirk and
17 Michael Maloney. Four of the five eBoard members were on SWAT with Lt. Petersen and
18 Lt. Beckwith. On information and belief, Lt. Petersen, Hicks, Kirk and others entered into
19 a conspiracy to undermine Plaintiff and eventually get him removed one way or another.

20 14. On or about November 30, 2018, there was a county-wide active shooter drill. Plaintiff
21 was required to work night shifts leading up to the drill. In addition to his night shift duties,
22 Lt. Petersen ordered Plaintiff to report the morning of the drill to assist with event
23 preparation. Plaintiff, operating on little to no sleep for the entire week, was required to
24 perform the drill and was ordered to be one of the first participants to run the drill. Plaintiff
25 completed the drill as instructed and had no reason to believe his performance was below
26 standards. After the drill, Defendant Tarbet singled Plaintiff out in front of approximately

- 1 150 participants. Chief Tarbet proclaimed Plaintiff had struggled with the drill.
- 2 15. During the course of the active shooter drill Plaintiff also spoke to Lt. Wells about the RC
- 3 Bigelow incident at the shooting range. Lt. Wells had been avoiding Plaintiff since the
- 4 incident. Wells was brusque with Plaintiff and informed him he was disappointed in
- 5 Plaintiff for reporting the incident to Bigelow’s supervisors.
- 6 16. In or about Spring 2019, Lt. Petersen pulled Plaintiff into his office and told him expressly
- 7 “you are either for me or against me.” Lt. Petersen said if Plaintiff was against him it
- 8 would “make his ‘D’ come out.” Plaintiff took this to mean Lt. Petersen intended to
- 9 become more aggressive towards him if he continued to push back against the conduct
- 10 described above.
- 11 17. Despite Lt. Petersen’s threatening behavior, Plaintiff began to discuss his concerns with
- 12 Lt. Petersen’s conduct with other employees. Plaintiff made disclosures to Beckwith and
- 13 Hicks, with whom he thought he was on good terms, and Chief Tarbet. On information
- 14 and belief, Beckwith and Hicks were relaying Plaintiff’s complaints back to Petersen.
- 15 Plaintiff’s disclosures occurred between late 2018 and mid-2019.
- 16 18. In or about May of 2019, Plaintiff was informed by Petersen he was no longer wanted as
- 17 a Sergeant and that he should talk to Chief Tarbet about his performance and future.
- 18 Plaintiff spoke to Chief Tarbet. Tarbet told Plaintiff his performance had been poor;
- 19 however, he refused to articulate any specific basis for this opinion. Chief Tarbet also told
- 20 Plaintiff he was not wanted as a Sergeant and wasn’t good with people.
- 21 19. Chief Tarbet had historically planned supervisor meetings to be scheduled when none of
- 22 the supervisors were on vacation or on a planned absence. In early 2019, Chief Tarbet
- 23 scheduled a meeting during a time Plaintiff had received prior approval for vacation time.
- 24 Plaintiff offered to cancel his vacation and his flights to accommodate the meeting. Chief
- 25 Tarbet told Plaintiff he should not cancel his plans and to not worry about the meeting.
- 26 After the meeting, which Plaintiff missed, Plaintiff was chastised by Chief Tarbet and Lt.

1 Petersen for missing the meeting.

2 20. In June of 2019, Chief Tarbet again scheduled a meeting during Plaintiff's previously
3 planned vacation with less than two weeks' notice to Plaintiff. Plaintiff canceled his plans
4 to attend a family gathering to ensure he did not miss the meeting. After Plaintiff had
5 canceled his vacation, Chief Tarbet canceled the meeting at the last minute and
6 rescheduled it for Plaintiff's next scheduled time off in July. On information and belief,
7 no other supervisors experienced this treatment.

8 21. In or about July of 2019, Plaintiff began to transition from Lt. Petersen's team to Lt.
9 Beckwith. This transfer was in part motivated by Plaintiff's deteriorating relationship with
10 Petersen. Plaintiff had previously enjoyed a good relationship with Lt. Beckwith and
11 believed he would be treated fairly by Beckwith. On information and belief, Petersen and
12 Beckwith were conspiring against Plaintiff without his knowledge. After transitioning to
13 Beckwith, Plaintiff continued to receive increasingly worse treatment from management.

14 22. In or about August of 2019, Lt. Petersen conducted his final annual performance review
15 of Plaintiff. Lt. Petersen gave Plaintiff a substantially negative evaluation for the first
16 time in fourteen years of service. Lt. Petersen gave Plaintiff low numbers which he failed
17 to articulate a reason for in the narrative sections of the review. Lt. Petersen seized upon
18 one potential concern and then used that concern to score Plaintiff down across many of
19 the evaluation process thereby intentionally painting Plaintiff in a negative light. Plaintiff
20 had consistently received positive performance evaluations prior, and he understood this
21 to be retaliation for Plaintiff's disclosures described herein.

22 23. Plaintiff refused to sign off on the poor review and asked for a meeting with the Chief. Lt.
23 Petersen approached Plaintiff on several occasions and assured him he would work with
24 Plaintiff on the review; however, Lt. Petersen formally reported low scores on the final
25 review.

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1 24. in or about August 2019, Plaintiff met with Chief Tarbet; however, the Chief disregarded
2 Plaintiff's allegations of retaliation despite Plaintiff submitting a detailed letter outlining
3 his concerns with the treatment received from Lt. Petersen. Chief Tarbet then told Plaintiff
4 he would never make the mistake of promoting him again. Plaintiff insisted his work
5 product did not merit such a review. He asked Chief Tarbet if his assessment was based
6 on his own knowledge of Plaintiff's poor work performance, or if he was simply accepting
7 Lt. Petersen's version. The Chief confirmed he had no reason to fault Plaintiff's work
8 performance and his assessment was based entirely on Lt. Petersen's evaluation. Chief
9 Tarbet then informed Plaintiff Sergeant April Huey would receive the next Lieutenant's
10 promotion over Plaintiff.

11 25. During the summer of 2019, Plaintiff hosted a dispatch employee on a ride-a-long. The
12 dispatcher asked if she could park in the police lot during the ride-a-long and Plaintiff
13 gave her permission to do so. After the dispatcher left the ride-a-long, she called Plaintiff
14 and said she had gotten a parking ticket from Lt. Chambers. Plaintiff contacted Lt.
15 Chambers and asked him to revoke to ticket, explaining Plaintiff had given the dispatcher
16 permission to park there for the two-hour ride-a-long. Lt. Chambers laughed at Plaintiff
17 and said he didn't care if he had given permission. Lt. Chambers refused to revoke the
18 citation and told Plaintiff he had already called the dispatcher's supervisor in an effort to
19 get her in trouble. Plaintiff called the dispatcher and warned her about Lt. Chambers, and
20 informed her Plaintiff would testify in her favor if she chose to fight the citation.

21 26. Plaintiff went to Captain McNaughton to complain about Lt. Chambers's conduct and to
22 attempt to fix the issue for the dispatcher. Based in part on Plaintiff's complaint, Lt.
23 Chambers was reprimanded for his conduct.

24 27. Following this incident with Lt. Chambers, every lieutenant in the Department began
25 treating Plaintiff poorly. Lt. Wells is a deacon at Plaintiff's church and had been friendly
26 with Plaintiff until this time. Lt. Wells began treating Plaintiff poorly. Lt. Beckwith began

1 making regular comments to Plaintiff along the lines of “what are you going to do, write
2 a letter to the Chief about me?”

3 28. The poor treatment of Plaintiff became increasingly more formal. Plaintiff took a citizen
4 complaint alleging a member of Plaintiff’s squad acted aggressively towards the citizen.
5 The citizen did not know the identity of the aggressive officer. Plaintiff informed the
6 complainant he thought he knew which officer it was and initiated an investigation.
7 Plaintiff’s interaction with the complainant was recorded. Plaintiff investigated and
8 identified the officer and submitted a formal complaint.

9 29. Lt. Wells and Lt. Chambers instituted a formal investigation into Plaintiff, alleging he
10 divulged personal information about a police officer to a complainant civilian. Neither the
11 complainant nor the officer in question complained. Plaintiff was found in violation of
12 departmental policy despite the fact recorded conversation confirmed no personal
13 information had been shared. Plaintiff was placed on a ninety (90) day workplan as part
14 of his discipline for this incident.

15 30. In or about November of 2019, Lt. Beckwith attended an advanced internal investigation
16 course. On his return, he began telling Plaintiff and others that punishments were going
17 to be more severe in the future. Lt. Beckwith stated he discovered he had a lot more power
18 than he had thought. Plaintiff become concerned based on how his treatment by the
19 lieutenants had changed. Plaintiff was also concerned because there was a written policy
20 adopted by the Department which required advanced notice if discipline was to be meted
21 out in a manner substantially different from past practices.

22 **The McClure Lawsuit**

23 31. On March 1, 2019, the City had received a tort claim notice from a former employee
24 (“McClure”) who had been terminated in 2018. McClure’s allegations included, but were
25 not limited to, sexual harassment, age and racial discrimination, and hostile work
26 environment. McClure alleged mistreatment by several members of the Redmond Police

1 including Lt. Beckwith. When McClure filed his formal complaint on February 5, 2020,
2 he named Lt. Beckwith, among others, as a defendant.

3 32. On several occasions after the March 1st tort claim notice was received, Lt. Beckwith
4 attempted to discuss the claims with Plaintiff. Lt. Beckwith made comments about
5 McClure and his complaints which made Plaintiff very uncomfortable. Plaintiff had
6 personally witnessed Lt. Beckwith harass McClure on many occasions, and Plaintiff
7 reasonably expected he would be deposed if the matter were filed in court. It became clear
8 to Plaintiff that Lt. Beckwith was grooming Plaintiff in an effort to make sure any
9 testimony Plaintiff gave was not harmful to Lt. Beckwith. Plaintiff attempted to avoid
10 these conversations, eventually confronting Lt. Beckwith and telling him to stop telling
11 Plaintiff things he would later have to answer for in a deposition. Plaintiff had no intention
12 of testifying to anything but the truth and made that position clear to Lt. Beckwith. On
13 information and belief, this interaction with Lt. Beckwith was causally related to
14 Plaintiff's treatment by Lt. Beckwith and other lieutenants.

15 **Plaintiff's Pursuit and Termination**

16 33. During the period Plaintiff was on the 90-day work plan, there was a string of stolen
17 vehicles in the Redmond area. Many of the stolen vehicle reports led to pursuits. Officers,
18 including Plaintiff, engaged in approximately five or six pursuits in as many weeks. None
19 of the pursuits resulted in investigations or discipline. After one pursuit, Lt. Beckwith
20 instructed Plaintiff to stop at stop signs better. These pursuits involved vehicles traveling
21 the wrong way on highways, high speeds, and through intersections. The response from
22 the supervisory staff was supportive and positive regarding the officers' conduct during
23 these pursuits. One pursuit involved speeds in excess of 100 mph and the only reaction
24 from supervisors was "good job." Several Redmond officers and at least one Deschutes
25 County deputy were congratulated by Lt. Beckwith, who told them publicly "Redmond
26 PD will chase you until the wheels fall off."

1 34. On or about November 10, 2019, which was the 90th day of Plaintiff's work plan,
2 Plaintiff's team was involved in a pursuit of a vehicle reported stolen. Plaintiff was
3 supervising the pursuit from about one to two miles behind the suspect. The pursuit began
4 in the Walmart parking lot and ranged in and out of Redmond city and along Highway 97
5 for several miles. The suspect was fleeing at high speeds and was showing reckless
6 disregard for the safety of the general public. The pursuant was initially terminated by
7 Plaintiff and then reengaged when the suspect came back into contact with pursuit officers.
8 35. The pursuit ended near NE King Way just off the east side of Highway 97. The suspects
9 fled into a field and the officers managed to pin them in temporarily. The suspects
10 managed to jump a barrier back onto Highway 97 at which point Plaintiff terminated the
11 pursuit for a second time. Plaintiff stopped on the overpass to attempt to supervise.
12 Plaintiff could not see all the events in the field due to his location and the dust created by
13 the vehicles.
14 36. Plaintiff felt uncomfortable writing the pursuit review for his team, because he was part
15 of the pursuit. Plaintiff asked Lt. Beckwith to write the supervisory report on several
16 occasions. Lt. Beckwith refused and insisted Plaintiff write it himself. In his history at the
17 Redmond Police, Plaintiff had never seen a pursuit review which exceeded two pages. On
18 this occasion Lt. Beckwith kept insisting Plaintiff add more detail until his review was
19 seven pages long. Plaintiff was confused as to why Lt. Beckwith was requiring this
20 unprecedented level of detail, and no explanation was ever given.
21 37. Officers were rarely interviewed following pursuits, especially pursuits which ended
22 without injury or damage to vehicles. In cases where an interview was conducted it would
23 typically last for fifteen minutes or less. Plaintiff was scheduled to be interviewed on or
24 about December 19, 2019. Plaintiff learned the night before his interview that other
25 officers had been subjected to interviews lasting up to three hours conducted by two
26 lieutenants. Plaintiff is unaware of any past interview for a pursuit in which two

1 lieutenants engaged in questioning an officer. Plaintiff asked Lt. Beckwith if he could
2 come in a few hours early and review the video again before his interview. Lt. Beckwith
3 denied this request and said they only had about 8 to 9 questions and it would be no more
4 than 30 minutes. Plaintiff raised the issue of two lieutenants ganging up in the interviews
5 with the eBorad and was told there was nothing they could do about it.

6 38. Plaintiff was subjected to a recorded interview which lasted more than 3 hours in which
7 both Lt. Wells and Lt. Beckwith questioned Plaintiff in detail. Lt. Wells brought list of
8 around one hundred prepared questions. Plaintiff was blindsided by the interview and had
9 not recently reviewed the video and audio after having written his pursuit review. During
10 the interview, Lt. Beckwith made several demonstrably false statements to Plaintiff about
11 statements other officers had made in their recorded interviews. Plaintiff offered full,
12 complete, and truthful answers to the best of his ability.

13 39. Following the interview, Plaintiff was placed on administrative leave for nearly three
14 months and interviewed again for over an hour. Plaintiff consulted his union
15 representatives including, but not limited to, Hicks and Kirk as well as the attorneys
16 retained by the union. He was initially provided with assurances the union and its attorney
17 would contest his case through the grievance process. His union representatives failed to
18 obtain necessary documents prior to Plaintiff's interviews and failed to present appropriate
19 information and/or arguments to support Plaintiff. Plaintiff expressed multiple times, on
20 the record, his concern over the lack of competent representation from his association
21 representatives. On information and belief, these failures were the result of the conspiracy
22 between Petersen, Beckwith, Hicks, and Kirk.

23 40. Plaintiff was terminated on or about February 20, 2020. The official reason given for
24 termination were violations of the Redmond Police Vehicle Pursuit Policy, failure to
25 provide adequate supervision to his team, and alleged untruthfulness during his two
26 interviews. Despite numerous requests to detail what was untruthful, no clear answer has

1 been provided by the Police Department, or the City. A finding of untruthfulness by a law
2 enforcement officer is essentially a death sentence for their career. On information and
3 belief, the vague allegations of untruthfulness were included for the sole reason they
4 would prevent Plaintiff from obtaining employment in his field from any other agency.

5 41. Following his termination, and within the grievance period, Plaintiff met with the eBoard
6 and the association attorney. The eBoard members admitted most or all of them had not
7 reviewed all the interviews and associated documents; however, they declined to support
8 a vote to grieve Plaintiff's termination. The union attorney, who had previously suggested
9 Plaintiff had a good case for a grievance and suggested the appropriate level of discipline
10 was a verbal reprimand, reversed his position and refused to move forward with Plaintiff's
11 case. On information and belief, the eBoard vote was tainted by Hicks and Kirk as a part
12 of the conspiracy alleged herein.

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

23 43. On information and belief, Chief Tarbet conspired with Petersen, Beckwith and others to
24 destroy Plaintiff's career. On information and belief, this conspiracy included the promise
25 of 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 44. In March 2020, the City notified the Deschutes County District Attorney's office of the
3 allegation of untruthfulness and the findings of the IA investigation. The DA's office has
4 an obligation to review material relevant to the credibility of an officer. This process is
5 known as a *Brady* review. If there is evidence an officer has, in fact, been untruthful, the
6 DA's office will place that officer on a *Brady* list, this is a list of individuals whom the
7 DA's office will refuse to call as witnesses. Testifying as a witness is a core job duty for
8 any patrol officer, and placement on a *Brady* list usually signifies the end of that
9 individual's career in law enforcement.

10 45. The DA's office provided Plaintiff an opportunity to rebut the allegations, and on April
11 24, 2020, DA Hummel issued a formal finding. DA Hummel did not find evidence
12 Plaintiff was untruthful. Nevertheless, solely because of the finding of untruthfulness by
13 the Redmond Police Department, DA Hummel was forced to place Plaintiff on a *Brady*
14 disclosure list. Plaintiff would not be categorically barred from testifying, but the IA
15 findings would always need to be disclosed to any defendant in the future. The DA found
16 Plaintiff was truthful, but the City had nevertheless effectively black-listed him on the
17 mere allegation of untruthfulness. Throughout this process, no one from the Police or the
18 City could specifically state what was untruthful about Plaintiff's statements.

19 46. As a result of being labeled "untruthful", Plaintiff is effectively barred from future
20 employment in law enforcement. On information and belief, even non-law enforcement
21 employers will be hesitant to hire Plaintiff after he was terminated for dishonesty.

22 47. As a direct and proximate result of the conduct by the City, its agents and employees,
23 Plaintiff has suffered the loss of his employment and his future career in law enforcement.
24 These economic losses shall be more fully proven at trial but are not less than
25 \$2,000,000.00.

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1 48. As a direct and proximate result of the conduct by the City, its agents and employees,
2 Plaintiff has suffered loss to his reputation for honesty, which is essential for law
3 enforcement personnel. Plaintiff has further suffered humiliation, embarrassment,
4 ridicule, shame, emotional and mental distress. These non-economic losses shall be more
5 fully proven at trial but are not less than \$3,000,000.00.

6 49. Plaintiff provided notice of the claims described herein on or about April 27, 2020 in
7 compliance with ORS 30.275.

8 **FIRST CLAIM FOR RELIEF**

9 **Retaliation for Protected Conduct**

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

11 **(All Defendants)**

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

14 51. Plaintiff, in good faith, reported information he reasonably believed to be violations of
15 state or federal law, rules, regulations, and/or City and Police Department policies.
16 Plaintiff made disclosures to supervisors at Bend Police Department and Probation and
17 Parole, to Chief Tarbet, and to multiple coworkers as alleged herein.

18 52. Defendants Petersen, Beckwith, Hicks, and Tyler, with others, conspired to retaliate
19 against Plaintiff as alleged herein. The retaliation included, but was not limited to,
20 attempts to ruin Plaintiff's career through unjustified poor performance reviews, threats
21 to ruin his reputation within the police department, conduct designed to, in fact, ruin his
22 reputation within the department, and ultimately get him fired.

23 53. The City is liable for the tortious acts and omissions of its employees and agents.

24 54. As a direct and proximate cause of Defendants' conduct as alleged, Plaintiff has been
25 terminated from his employment and has lost current and future wages, benefits, and
26 retirement all going to his economic damages in an amount to be more fully proven at

1 trial, but which are not less than 2,000,000.00 in the aggregate.

2 55. 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 his noneconomic damages in an
6 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.

7 56. 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. Plaintiff is entitled to attorney
9 fees under ORS 659A.885.

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

11 **(All Defendants)**

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

14 58. Plaintiff, in good faith, reported information he reasonably believed to be violations of
15 state or federal law, rules, regulations, and/or City and Police Department policies.
16 Plaintiff, in good faith, reported information he reasonably believed to be
17 mismanagement, gross waste of funds or abuse of authority or substantial and specific
18 danger to public health and safety resulting from action of the public or nonprofit
19 employer. Plaintiff made disclosures to supervisors at Bend Police Department and
20 Probation and Parole, to Chief Tarbet, and to multiple coworkers as alleged herein.

21 59. Defendants Petersen, Beckwith, Hicks, and Tyler, with others, conspired to retaliate
22 against Plaintiff as alleged herein. The retaliation included, but was not limited to,
23 attempts to ruin Plaintiff's career through unjustified poor performance reviews, threats
24 to ruin his reputation within the police department, conduct designed to, in fact, ruin his
25 reputation within the department, and ultimately get him fired.

26 60. The City is liable for the tortious acts and omissions of its employees and agents.

- 1 61. As a direct and proximate cause of Defendants’ conduct as alleged, Plaintiff has been
2 terminated from his employment and has lost current and future wages, benefits, and
3 retirement all going to his economic damages in an amount to be more fully proven at
4 trial, but which are not less than 2,000,000.00 in the aggregate.
- 5 62. As a direct and proximate result of Defendants’ conduct as alleged, Plaintiff has suffered
6 and continues to suffer anxiety, emotional distress, a sense of helplessness, loss of control,
7 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
8 reputation and a heightened sense of vulnerability, all to his non-economic damages in an
9 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.
- 10 63. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
11 9% per annum from the date of the judgment until paid. Plaintiff is entitled to attorney
12 fees under ORS 659A.885.

13 **SECOND CLAIM FOR RELIEF**

14 **(Negligent Retention)**

15 **(Defendant City)**

16 **(Count One)**

- 17 64. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
18 alleges:
- 19 65. Defendant City employed Tarbet as Chief of Police during at all times material to this
20 complaint. As Chief of Police Tarbet was the final policy maker for the police department,
21 and was responsible for hiring, firing, and discipline within the department.
- 22 66. The City failed to exercise proper oversight, and failed to exercise due diligence over
23 Chief Tarbet. Proper due diligence over Tarbet would have prevented Tarbet from
24 illegally retaliating against Plaintiff. The City failed to take remedial action with respect
25 to Tarbet’s conduct.

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1 67. The City was in a special relationship with Plaintiff as his employer. It was foreseeable
2 failure to exercise proper oversight and due diligence would result in the injuries Plaintiff
3 is alleging herein. The City's failure to act allowed Tarbet to retaliate against Plaintiff as
4 alleged herein.

5 68. As a direct and proximate cause of the City's conduct as alleged, Plaintiff has been
6 terminated from his employment and has lost current and future wages, benefits, and
7 retirement all going to his economic damages in an amount to be more fully proven at
8 trial, but which are not less than 2,000,000.00 in the aggregate.

9 69. As a direct and proximate result of the City's conduct as alleged, Plaintiff has suffered,
10 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
11 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
12 reputation and a heightened sense of vulnerability, all to his non-economic damages in an
13 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.

14 70. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
15 9% per annum from the date of the judgment until paid.

16 **(Count Two)**

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

19 72. Defendant City employed Beckwith as a Lieutenant in the police department during all
20 times material to this complaint. As a Lieutenant, Beckwith was in a position to retaliate
21 against Plaintiff as alleged herein.

22 73. The City failed to exercise proper oversight, and failed to exercise due diligence over
23 Beckwith. Proper due diligence over Beckwith would have prevented him from illegally
24 retaliating against Plaintiff. The City had specific notice of Beckwith's conduct by virtue
25 of the McClure tort claim notice and the attendant lawsuit. On information and belief,
26 Beckwith was the subject of other tort claim notices, lawsuits, and complaints regarding

1 similar retaliatory conduct. The City failed to take remedial action with respect to
2 Beckwith's conduct.

3 74. The City was in a special relationship with Plaintiff as his employer. It was foreseeable
4 failure to exercise proper oversight and due diligence would result in the injuries Plaintiff
5 is alleging herein. The City's failure to act allowed Beckwith to retaliate against Plaintiff
6 as alleged herein.

7 75. As a direct and proximate cause of the City's conduct as alleged, Plaintiff has been
8 terminated from his employment and has lost current and future wages, benefits, and
9 retirement all going to his economic damages in an amount to be more fully proven at
10 trial, but which are not less than 2,000,000.00 in the aggregate.

11 76. As a direct and proximate result of the City's conduct as alleged, Plaintiff has suffered,
12 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
13 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
14 reputation and a heightened sense of vulnerability, all to his non-economic damages in an
15 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.

16 77. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
17 9% per annum from the date of the judgment until paid.

18 **(Count Three)**

19 78. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
20 alleges:

21 79. Defendant City employed Petersen as a Lieutenant in the police department during all
22 times material to this complaint. As a Lieutenant, Petersen was in a position to retaliate
23 against Plaintiff as alleged herein.

24 80. The City failed to exercise proper oversight, and failed to exercise due diligence over
25 Petersen. Proper due diligence over Petersen would have prevented him from illegally
26 retaliating against Plaintiff. On information and belief, Petersen was the subject of other

1 tort claim notices, lawsuits, and complaints regarding similar retaliatory conduct. The City
2 failed to take remedial action with respect to Petersen's conduct.

3 81. The City was in a special relationship with Plaintiff as his employer. It was foreseeable
4 failure to exercise proper oversight and due diligence would result in the injuries Plaintiff
5 is alleging herein. The City's failure to act allowed Petersen to retaliate against Plaintiff
6 as alleged herein.

7 82. As a direct and proximate cause of the City's conduct as alleged, Plaintiff has been
8 terminated from his employment and has lost current and future wages, benefits, and
9 retirement all going to his economic damages in an amount to be more fully proven at
10 trial, but which are not less than 2,000,000.00 in the aggregate.

11 83. As a direct and proximate result of the City's conduct as alleged, Plaintiff has suffered,
12 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
13 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
14 reputation and a heightened sense of vulnerability, all to his non-economic damages in an
15 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.

16 84. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
17 9% per annum from the date of the judgment until paid.

18 **THIRD CLAIM FOR RELIEF**

19 **(IIED)**

20 **(All Defendants)**

21 85. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
22 alleges:

23 86. Defendants Tarbet, Beckwith, Petersen, Kirk, and Hicks were parties to a conspiracy to
24 destroy Plaintiff's career and reputation, drive him out of the Department and/or get him
25 terminated.

26 ///

1 87. The Defendants, through the alleged conspiracy, intended their conduct to inflict severe
2 emotional distress upon Plaintiff, or knew severe emotional distress was substantially
3 likely to occur as a result of their conduct. As the conspirator's employer, the City is liable
4 for their torts under ORS 30.265.

5 88. As a direct and proximate cause of the City's conduct as alleged, Plaintiff has been
6 terminated from his employment and has lost current and future wages, benefits, and
7 retirement all going to his economic damages in an amount to be more fully proven at
8 trial, but which are not less than 2,000,000.00 in the aggregate.

9 89. As a direct and proximate result of the City's conduct as alleged, Plaintiff has suffered,
10 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,
11 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
12 reputation and a heightened sense of vulnerability, all to his noneconomic damages in an
13 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.

14 90. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
15 9% per annum from the date of the judgment until paid.

16 **FOURTH CLAIM FOR RELIEF**

17 **(Defamation)**

18 **(All Defendants)**

19 91. Plaintiff realleges the paragraphs above as though fully set forth herein, and further
20 alleges:

21 92. Defendants Tarbet, Beckwith, Petersen, Kirk, and Hicks were parties to a conspiracy to
22 destroy Plaintiff's career and reputation by branding him as untruthful, which is fatal to a
23 law enforcement career.

24 93. By and through their conspiracy, the Defendants caused Plaintiff to be subjected to a
25 lengthy investigation in which they alleged Plaintiff made false statements. The
26 Defendants then published the allegation Plaintiff was untruthful to the City Manager, the

1 public and the District Attorney.

2 94. The allegation Plaintiff, a police officer, had lied, was a statement which tended to subject
3 Plaintiff to hatred, contempt and ridicule and tended to diminish the esteem, respect,
4 goodwill and confidence in which Plaintiff was held. Defendants made such statements
5 intending them to be taken as statements of fact and not opinion.

6 95. Defendants' statements regarding Plaintiff's veracity are words which injured Plaintiff in
7 his business or profession. Defendants' statements were also imputations of moral
8 turpitude. As such the statements were defamatory *per se*.

9 96. Defendant knew their statements were false, or acted with reckless disregard for their truth
10 or falsity, because none of the Defendants could ever identify with particularity what
11 Plaintiff's alleged false statements were. When the defamatory statements were published
12 to the District Attorney, he was forced to review all the transcribed interviews and piece
13 together himself what could have been the false statements. Ultimately, the District
14 Attorney determined there was no evidence Plaintiff had made false statements.
15 Nevertheless, the Defendants have persisted in alleging Plaintiff is a liar and have refused
16 to revisit or review their findings.

17 97. Defendants have branded Plaintiff as a liar and that brand will prevent him from obtaining
18 future employment, it is foreseeable to result in the revocation of Plaintiff's law
19 enforcement certification, and it will substantially interfere with his ability to obtain
20 employment in any field.

21 98. As a direct and proximate cause of the City's conduct as alleged, Plaintiff has been
22 terminated from his employment and has lost current and future wages, benefits, and
23 retirement all going to his economic damages in an amount to be more fully proven at
24 trial, but which are not less than 2,000,000.00 in the aggregate.

25 99. As a direct and proximate result of the City's conduct as alleged, Plaintiff has suffered,
26 and continues to suffer, anxiety, emotional distress, a sense of helplessness, loss of control,

1 personal violation, emotional upset, anger, humiliation, embarrassment, fear, loss of
2 reputation and a heightened sense of vulnerability, all to his noneconomic damages in an
3 amount to be more fully proven at trial, but not less than \$3,000,000.00 in the aggregate.

4 100. Pursuant to ORS 82.010, Plaintiff is entitled to post-judgment interest in the amount of
5 9% per annum from the date of the judgment until paid.

6
7 WHEREFORE, Plaintiff demands judgment in her favor and against Defendants as pled
8 herein and an award of damages as following:

- 9 (1) On each count of Plaintiff's First Claim for Relief, an award of non-economic and
10 economic damages in an amount to be proved at trial, but not less than
11 \$5,000,000.00 in aggregate;
12 (2) On each count of Plaintiff's Second Claim for Relief, an award of non-economic
13 and economic damages in an amount to be proved at trial, but not less than
14 \$5,000,000.00 in aggregate;
15 (3) On Plaintiff's Third Claim for Relief, an award of non-economic and economic
16 damages in an amount to be proved at trial, but not less than \$5,000,000.00 in
17 aggregate;
18 (4) On Plaintiff's Fourth Claim for Relief, an award of non-economic and economic
19 damages in an amount to be proved at trial, but not less than \$5,000,000.00 in
20 aggregate;
21 (5) An award of post-judgment interest in the amount of 9% per annum from the date
22 of judgment until paid;
23 (6) Plaintiff's reasonable attorney fees;
24 (7) Plaintiff's costs and disbursements incurred herein; and
25 (8) For such other relief as the Court may deem just and reasonable.
26

DATED this 5th day of February 2021

THENELL LAW GROUP, P.C.

By: /s/ Daniel E. Thenell

Daniel E. Thenell, OSB No. 971655

Email: dan@thenelllawgroup.com

Emerson Lenon, OSB No. 123728

Of Attorneys for Plaintiff