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**United States District Court
For the District of Oregon
Medford Division**

JAMES L. WENZEL,

Plaintiff,

vs.

KLAMATH COUNTY FIRE DISTRICT NO.)
1; BOARD OF DIRECTORS OF KLAMATH)
COUNTY FIRE DISTRICT NO. 1 in their)
capacity as the decision making body of)
KLAMATH COUNTY FIRE DISTRICT NO.)
1; STEPHEN ROBERT HEDLUND,)
individually and in his capacity with)
KLAMATH COUNTY FIRE DISTRICT NO.)
1 and dba Hedlund & Hedlund; and JIM)
TODDY individually and in his capacity with)
KLAMATH COUNTY FIRE DISTRICT NO.)
1 and dba Jim Toddy Investigations.)

Defendants

) Case No: 1:15-cv-1371

) **COMPLAINT**
) **Demand for Jury Trial**

COMES NOW Plaintiff JAMES L. WENZEL and alleges as follows:

NATURE OF ACTION AND JURISDICTION

1. This is an action concerning the employment of Plaintiff JAMES L. WENZEL (WENZEL) as Fire Chief with Defendant KLAMATH COUNTY FIRE DISTRICT NO 1 (KCFD1) and the termination of that employment. The Plaintiff's claims arise under the Fifth

Complaint

Amendment to the Constitution of the United States and Oregon state law. Plaintiff states a claim seeking damages and injunctive relief against Defendants for committing acts, under color of law, with the intent and for the purpose of depriving Plaintiff of rights secured under the Constitution and laws of the United States and 42 USC § 1983.

PARTIES

2. This Court has subject matter jurisdiction of this action under 28 U.S.C. §§ 1331 and 1343(a)(4), 42 USC § 1983 and 1988. This Court has supplemental jurisdiction over the related state claims set out herein under 28 USCS § 1367.

3. Plaintiff WENZEL is an individual who resides in Klamath Falls, Oregon. WENZEL was formerly the Fire Chief of Klamath County Fire District No. 1 for six years from January 2008 to December 31, 2013.

4. Defendant KCFD1 provides fire and ambulance services to the City of Klamath Falls and surrounding suburban areas. It has its main offices at 143 North Broad Street, Klamath Falls, OR.

5. Defendant BOARD OF DIRECTORS OF KLAMATH COUNTY FIRE DISTRICT NO 1 (BOARD) at all times relevant hereto was the governing body of KCFD1 and made or approved the decisions concerning WENZEL which form the basis of this action. All of the members of the BOARD are required to live within the boundaries of KCFD1. The offices of the BOARD are located at 143 North Broad Street, Klamath Falls, OR.

6. Defendant STEPHEN R. HEDLUND (HEDLUND) at all times relevant to this action is an attorney in private practice under the firm name Hedlund & Hedlund and was retained as an independent contractor attorney to KCFD1 and BOARD. HEDLUND advised and represented KCFD1, BOARD, and WENZEL in connection with his role as Fire Chief of KCFD1. HEDLUND'S business address is Hedlund & Hedlund, 303 Pine Street #202, Klamath Falls, OR, 97601. With respect to the conduct concerning WENZEL described herein, he was acting as a designated representative of KCFD1 and the BOARD.

7. Defendant JIM TODDY (TODDY) is a private investigator who, at all times relevant hereto, was doing business as Jim Toddy Investigations, 4231 Calimesa Way, Klamath Falls, OR 97603. TODDY was retained by KCFD1 to conduct an investigation of WENZEL. WENZEL is informed and thereon alleges that TODDY was made a nominal employee of KCFD1 for the sole purpose of conducting an investigation of WENZEL. With respect to the conduct concerning WENZEL described herein, he was acting as a designated representative of KCFD1 and the BOARD.

VENUE

8. All of the named parties are located within the geographic jurisdiction of this Court. The location where WENZEL was employed and the location where most of the events giving rise to this action occurred are located within the geographic jurisdiction of this Court. The violations of Plaintiff's rights occurred in Klamath County Oregon. The records pertinent to the action are located in Klamath County Oregon or are electronically maintained. Accordingly, venue is proper in this district pursuant to 28 USC§ 1391(e).

INTRA-DISTRICT ASSIGNMENT

9. The appropriate assignment for this action is Division1 (Medford) pursuant to Local Rule 3-2 because the Parties are all to be found within Klamath County and most or all of the conduct complained of occurred there.

FACTS COMMON TO ALL CLAIMS

10. Plaintiff WENZEL was employed as the fire chief of KCFD1 for 6 years from January 2008 until on or about December 31, 2013. WENZEL was employed through two sequential written employment agreements. The first was in effect from January 2008 through December 2010. The second agreement was in effect from January 2011 until termination of his employment. The 2011 agreement was initially intended to remain in effect, including an automatic renewal in 2013, for six years from January 2011 through December 31, 2016. After 2016, but for the events described herein, the parties would have entered into a subsequent

agreement or an extension of the existing agreement to cover WENZEL's ongoing employment as Fire Chief.

11. WENZEL has been involved in the provision, training, education, and administration of fire and emergency services for more than forty years, with more than 20 years at the Chief Officer level. His experiences during that time have ranged from Fire, Emergency Management, EMS, Hazardous Materials, and Rescue, to training, education, supervision, management, administration, and leadership. His experience in training and educating others in his field include national, state, and regional professional development initiatives, as well as curriculum management, and course development and instruction. In the course of his career he has dealt positively with fire departments, firefighters, unions, students, teachers, responders, administrators, community leaders, and elected officials from planning and training, to crisis and recovery situations.

12. WENZEL's education includes the following: Master's Degree in Education earned in 2004 through the University of Wyoming, Laramie, WY, a Bachelor's Degree in Fire Science earned in 2000 through the University of Maryland, College Park, MD and an Associate Science Degree in Fire Science earned in 1984 at Miramar College, San Diego, CA. WENZEL holds numerous certifications including Executive Fire Officer Certificate earned in 1995 at the National Fire Academy, Emmitsburg, MD. and a Fire Protection Administration Certificate earned in 1987 at San Diego State University, San Diego, CA. In addition, he has almost completed his Doctoral research, focusing on Distance Education and its implication for the national and international Fire Service and Emergency Management response communities.

13. WENZEL had a long and distinguished career history with several fire departments in the western United States prior to working at KCFD1. His work history prior to his position at KCFD1 includes serving as a Battalion Chief, Fire Chief/Fire Marshal/Building Official, Deputy Fire Chief, Fire Battalion Chief, Fire Captain/Emt-D, Assistant Fire Chief, and Deputy Fire Chief. In these roles he supervised 25 to 160 subordinates including lower level managers. He oversaw operations, took command at fires and other complex incidents,

coordinated and delivered training and education of firefighters, and prepared and administered budgets, policies, and procedures. He was continually promoted and received increases in compensation in recognition of his excellent performance. His job performance was recognized and complimented by his superiors in all of these positions. When he went from one position to another it was always to accept a higher level position offered.

14. WENZEL also served as an instructor and training coordinator providing training and education in his field. With the knowledge and approval of his employers, he served part time as a Fire In-Service Training Program Coordinator And Fire Science, EMT, And EMT-D Instructor with the following institutions: National Fire Academy, Emmitsburg, MD; Western Oregon University, Monmouth, OR; Southern Illinois University, Carbondale, IL; State University of New York, Saratoga Springs, NY.; American Public University, Charlestown, WV; Southwestern College, Chula Vista, CA; Miramar College, San Diego, CA; Palomar College, San Marcos, CA. WENZEL developed curriculum, syllabus, lesson plans, skills and written exams for Fire Science, EMT, and EMT-Defibrillation.

15. WENZEL has also been recognized in his field outside of his employers and has amassed an impressive list of accomplishments including:

- a. Director, Oregon Fire Chiefs Association Board of Directors
- b. Vice President, International Association of Fire and Emergency Services Higher Ed. (FESHE)
- c. President, Klamath County Fire Defense Board, Klamath County, OR
- d. President, Sacramento Valley Fire Training Officers' Association, Sacramento, CA
- e. President, Visalia and Coronado Firefighters' Association
- f. First Vice President, San Diego County Fire Chiefs' Association, EMS Section EMS Program, Coronado Fire Department, Coronado, CA
- g. Five research projects published by the National Fire Academy

- h. Developed the Southwestern College Fire In-Service Training Program, San Diego, California
- i. Helped develop nationally accepted Multi-Casualty Incident Command System Curriculum
- j. Finalist, California Fire Instructor of the Year, 1990

16. WENZEL was employed as the Fire Chief at KCFD1 for six years from January, 2008 to December, 2013. In that position he directed the administration of a 77 member paid fire department. He oversaw the following operations: Fire Suppression, Emergency Management, Rescue, EMS, Hazardous Materials, Building and Fire Code Enforcement, Fire Investigation, and Public Education. WENZEL took command at fires and other complex incidents. He also organized and oversaw training and operational readiness of the department's staff.

17. WENZEL's record of job performance at KCFD1 as Fire Chief was exemplary. He was regularly complimented on his excellent performance. He received periodic formal performance reviews and, except as complaint of herein, all of the reviews evaluated his performance very positively. Prior to the events complained of herein, he was never criticized, counseled, warned or otherwise subjected to any kind of disciplinary action. His evaluations were uniformly excellent. WENZEL received vary favorable evaluations each time he was evaluated. He went from mid-range in the salary range for the first contract, to within a \$1,000 of the top of the range for the second contract. BOARD President Storey introduced WENZEL to a visiting dignitary and said that he was the best Fire Chief the Fire District ever had. The BOARD approved WENZEL to serve as the Klamath County Fire Defense Board President (essentially, this is the Klamath County Fire Chiefs Association), and to serve on the Oregon Fire Chiefs Association, from the position of Director, all the way to President, an eight year commitment. He was praised each year for submitting a balanced budget, even in the worst economic times since the Great Depression of the 1930s. BOARD President Storey also publicly praised him for donating time, energy and funds back to the Fire District and for conducting

District business out of county and out of state. He often did this partly or fully at his own expense

18. The most recent employment agreement between WENZEL and KCFD1 took effect January 1, 2011. It was to continue through December 31, 2016 unless KCFD1 sent written notice to terminate the agreement as of December 31, 2013. WENZEL expected that his employment would continue at least until the end of 2019. This was based on the terms of the written agreement and on the fact that he had worked on an ongoing basis under the two agreements for six years. The BOARD indicated in a variety of ways that his employment as Fire Chief would continue. For example, and without limitation, the BOARD approved his appointment to the Oregon Fire Chiefs Association in mid-2011 for an anticipated period of 8 years. This presumed that he would be the Fire Chief at KCFD1 at least until the end of 2019. BOARD President Storey had served on the Board of Directors for the Oregon Fire District Directors Association, ultimately as President, and she understood the commitment in terms of time, effort, expense, and years of service commitment.

19. The BOARD is the ultimate authority and the top decision making authority of KCFD1. Accordingly, all decisions and actions of the BOARD are the decisions and actions of KCFD1.

20. In the organizational charts of KCFD1, the fire chief, WENZEL, and the Fire District attorney, HEDLUND, were peers on the same level and both reported to the BOARD. In their respective capacities, HEDLUND gave legal advice to WENZEL concerning fire district matters.

21. In 2012 KCFD1 was engaged in protracted negotiations with the union, International Association of Firefighters Local 890. The prior union contract had ended as of June 30, 2012 and during the ongoing negotiations KCFD1 continued to be obligated to comply with the provisions of the prior agreement. It was WENZEL'S understanding that this was required by both the plain language of the labor agreement and by the law concerning good faith negotiations. One issue raised by the negotiations was the question of staffing levels provided by

the labor agreement. The district was paying off-duty firefighters overtime to fill in for firefighters who took vacation/sick leave and so on in order to maintain staffing levels. HEDLUND sent emails to WENZEL directing that when vacancies were created by vacation/sick leave and so on that he not call in an off-duty firefighters to fill those positions due to the cost constraints. While WENZEL did not disagree with the cost issue he realized that to do so would violate the union agreement and he believed it would also have violated the law. Had WENZEL complied with HEDLUND'S emails he would have been guilty of this improper conduct and he would have been instructing subordinates under his command to similarly take actions in violation of the agreement and law. This issue came to a head in a meeting between HEDLUND, WENZEL and Board President Storey in late February 2013. At the start of the meeting HEDLUND demanded to know why WENZEL had not responded to and complied with his instructions from the e-mails. WENZEL explained that he believed HEDLUND had instructed him to violate the contract and the law. WENZEL stated that he did not know how to respond to an instruction that he do something unlawful. HEDLUND became very angry and the situation was very uncomfortable. Later, the BOARD determined not to undertake the action HEDLUND was demanding. HEDLUND found this sequence of events irritating and embarrassing and as a result began a campaign to oust WENZEL from his position. Almost immediately HEDLUND went out of his way to try to damage WENZEL's annual performance review. Shortly thereafter, in March 2013, HEDLUND began making unfounded accusations against WENZEL in an effort to have his employment with KCFD1 terminated.

22. WENZEL believes and alleges thereon that the accusations, the subsequent investigation, and the termination of his employment were all deliberate retaliation by Defendants for his refusal to follow unlawful instructions and take unlawful actions in connection with the union negotiation and for his protests concerning the retaliation.

23. In November 2012, in the course of an annual performance review of WENZEL, HEDLUND inappropriately solicited comments from certain of WENZEL'S subordinates. HEDLUND included only negative remarks and nothing positive. Moreover, the BOARD

evaluation, which was quite positive, was deleted from WENZEL'S performance review. WENZEL believes and alleges thereon that this was retaliation by HEDLUND against him for the refusal to violate the law and the union agreement.

24. In or about March of 2013 HEDLUND read generalized accusations against WENZEL before the BOARD. The BOARD undertook an investigation of these accusations which was conducted completely under the instruction and direction of HEDLUND and conducted by an associate of his, Defendant TODDY. WENZEL is informed and believes and alleges thereon that HEDLUND proposed and urged the BOARD to utilize TODDY and that HEDLUND and TODDY had a close personal and business relationship that existed prior to the investigation at issue here. HEDLUND proposed TODDY as the investigator so that he could assure a biased investigation that would result in a report damaging to WENZEL. WENZEL is informed and believes and alleges thereon that HEDLUND was assigned by the BOARD to be the person primarily responsible for supervising TODDY in conducting the investigation. WENZEL is informed and believes and alleges thereon that Toddy conducted his investigation including interviews with a number of individuals who worked under his supervision in May through June of 2013. The investigation was biased, incomplete, and poorly conducted. It did not include examination of facts and evidence which would have supported WENZEL and WENZEL himself was not given the chance prior to a final report being written to respond to the specific accusations or produce evidence or witnesses supporting his position.

25. In a report dated June 24, 2013 (TODDY REPORT) defendant TODDY set out his findings which included a multitude of false, misleading, and highly derogatory statements concerning WENZEL. It was also replete with harsh negative judgments about WENZEL and his character which were unfair and biased and which TODDY was not qualified to make. The report is filled with vitriolic personal commentary about WENZEL that is not only unfounded and unwarranted, it displays a shocking and inappropriate level of personal animosity against WENZEL. A copy of the TODDY REPORT was forwarded to WENZEL on or about July 22, 2013. This was the first time he had knowledge of the specific accusations against him.

WENZEL promptly requested an opportunity to respond to the allegations in the TODDY REPORT before the BOARD. However, he was never given a hearing concerning the TODDY REPORT or the termination of his employment.

26. Plaintiff has not attached a copy of the TODDY REPORT to this complaint out of concern that public filing may further spread the false and misleading representations that have damaged his representation. He has a legal right to confidentiality as to that document and the damaging accusations and judgments it contains. It will be submitted to the Court under seal at the appropriate time. However, without waving his right to claim confidentiality as to the TODDY REPORT and its contents, the following are examples of the kind of misrepresentations contained in the report. The TODDY REPORT contains a finding that WENZEL wasted KCFD1 funds by taking a limousine while on a business trip. In fact, the expense report item was for an airport shuttle on an approved business trip. WENZEL has never been in a limousine and did not take one on this occasion. He bought a ride on an airport shuttle operated by a service that had the word “limousine” in its company name. Another accusation was that WENZEL wasted KCFD1’s time and funds by traveling to teach in other states. In fact, WENZEL was teaching on line and the sessions were conducted from his desk on his own time. Often the online sessions lasted only a few minutes.

27. HEDLUND abused his position of trust and authority at KCFD1 with respect to these events by his conduct including, without limitation, repeatedly urging false and frivolous accusations against WENZEL, hiring his friend and business associate TODDY to conduct the investigation in a biased fashion in order to assure its outcome would be unfavorable to WENZEL, urging and causing the BOARD to deem TODDY an “employee” of KCFD1 despite the fact that he had only one assignment and there was no such position at KCFD1 in hopes of cloaking his activities in immunity, supervising the investigation by TODDY in a way to assure its outcome would be unfavorable to WENZEL, failing to permit a hearing for WENZEL or to assure his evidence would be considered, presenting the TODDY REPORT to the BOARD as an accurate and impartial report when he knew it was not, failing to respond to WENZEL’s requests

for hearing or to communicate those requests to the BOARD. The BOARD ratified his conduct despite being informed by WENZEL of this unfair and improper treatment.

28. On or about August 19, 2013 the BOARD held a meeting to vote on whether to terminate WENZEL's employment. At the time of the meeting WENZEL had not had any opportunity to respond to the accusations in the TODDY REPORT. In a written response submitted to the BOARD at the meeting, he informed the BOARD that the TODDY REPORT was full of false and misleading information. He explained in detail about a number of specific accusations which were blatantly false and provided facts and evidence to support his position. He asked that he be given an opportunity for a full hearing on all the accusations before a decision on his continued employment was made. WENZEL explained in his memo to the BOARD about the problems between himself and HEDLUND and his belief that the false accusations and investigation were retaliation for his refusal to violate the law and the union agreement. WENZEL was not allowed to be participate in the meeting. HEDLUND did participate in the meeting. WENZEL is informed and believes and alleges thereon that in the August 19, 2015 meeting the BOARD, with encouragement and advice from HEDLUND, voted to terminate WENZEL's employment.

29. KCFD1 sent WENZEL a written notice of intent to terminate his employment agreement dated August 20, 2013. Pursuant to the notice WENZEL'S employment was to actually terminate as of December 31, 2013.

30. After receiving the written notice of intent to terminate WENZEL renewed his requests for a hearing on the termination of his employment and to give him an opportunity to respond to the accusations contained in the TODDY REPORT. For a time HEDLUND speaking for KCFD1 and the BOARD, indicated that there could be such a hearing. However, in a letter dated December 6, 2013 signed by HEDLUND the request for a hearing was denied.

31. As of December 31, 2013, WENZEL's employment with KCFD1 was terminated.

32. The disciplinary rules of KCFD1 provide for progressive discipline with warnings prior to serious disciplinary actions such as discharge. The rules provide for a hearing before the

BOARD of disciplinary action. Defendants failed to follow the rules and refused to give WENZEL a hearing. In addition the rules provide that if an investigation is opened the BOARD will issue a final determination and report. The Defendants refused to do so with respect to WENZEL.

33. WENZEL has diligently sought replacement employment but has been unable to secure another position. WENZEL believes and alleges thereon that he has not been able to secure replacement employment due to the circumstances surrounding his departure from KCFD1, the investigation, the accusations and the content of the TODDY REPORT.

34. WENZEL is informed and believes and alleges thereon that the substance of the accusations and the content of the TODDY REPORT were inappropriately disclosed to interviewees, KCFD1 employees, and others in the community doing great damage to WENZEL's career and professional reputation.

35. Plaintiff has provided the notice to KCFD1 described in O.R.S. § 30.275, if such notice is required for any of the claims here. On multiple occasions notice was given to HEDLUND in his capacity as attorney for KCFD1 and the BOARD that this litigation would be brought. Specifically and without limitation in a letter dated December 14, 2013 counsel for WENZEL stated "If this matter is not resolved to my client's satisfaction we intend to take legal action. Such legal action would involve you and your firm and Mr. Toddy in addition to the District." The letter also included a request that all evidence be preserved in anticipation of litigation.

FIRST CAUSE OF ACTION
29 USC 1983 Due process Property Right to Employment

36. KCFD1 is a Rural Fire Protection Special District established under Oregon Revised Statute Chapter 478 and it is funded through real property taxes assessed by the Klamath County tax assessor and the Oregon Department of Revenue. The members of the Board of Directors are elected by the public in the District.

37. As an employee of this government entity, WENZEL had a constitutionally protected property right in his employment with KCFD1. Based on the written agreements, the applicable rules, policies, and practices and the specific representations and acts by representatives of KCFD1, he had an expectation that his employment would continue until at least 2019 and could be terminated only for just cause and after a hearing. The written employment agreement in effect at the time of his termination expressly provided for employment at least through December 31, 2016. The agreement provided that he could only be disciplined or discharged for just cause, that he is entitled to compliance with policies concerning progressive discipline, and is entitled to hearings before any disciplinary action. He was employed as Fire Chief pursuant to a series of contracts and, absent the wrongful conduct described herein, would have continued to hold that position even beyond the written agreement in effect at the time of his discharge. The statements of representatives of KCFD1 and actions such as the approval of WENZEL's service on the Board of Directors of the Oregon Fire Chiefs Association for a period of eight years. He was deprived of ongoing employment at KCFD1.

38. Pursuant to the Fifth Amendment to the Constitution KCFD1 cannot deprive WENZEL of his property rights without due process of law, including both substantive and procedural due process. Pursuant to 42 U.S.C. 1983 WENZEL seeks recovery for the deprivation of his constitutional rights.

39. The actions of Defendants described herein were undertaken under color of law. The BOARD is the final decision and policy making authority within KCFD1.

40. WENZEL had a substantive due process right to be terminated only for just cause. There was not just cause for his termination.

41. WENZEL had a procedural right under his employment agreement, under the policies of KCFD1 and under constitutional law to a hearing before his termination became final. He was denied such a hearing.

42. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including,

without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions. Plaintiff has also incurred attorney fees and costs of litigation.

43. Defendants' actions against WENZEL were undertaken motivated by evil motive or intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S federally protected rights. Without limitation, WENZEL repeatedly asked for an opportunity to defend himself and protested against the accusations and the decisions taken with respect to him. He expressly pointed out the conflict of interest on the part of HEDLUND and TODDY due to the animosity HEDLUND had for him. However, his protests were disregarded and he was denied any opportunity to defend himself. Accordingly, an award of punitive damages is appropriate in this action.

SECOND CAUSE OF ACTION
29 USC 1983 Due Process Liberty Right to Reputation

44. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 43 above as if set forth fully here.

45. WENZEL has a liberty interest in his personal and professional reputation protected pursuant to the Fifth Amendment to the Constitution. The accusations, the investigation, and the TODDY REPORT led to termination of his employment and seriously damaged his personal and professional reputation and his career opportunities.

46. WENZEL had a due process right to a hearing to defend his reputation. The accusations by HEDLUND and TODDY included personal attacks on his honesty and integrity in addition to attacks on his professionalism and his job performance. The process of the investigation and the termination of his employment caused these accusations to be spread throughout the community and to others in the firefighting community. The abrupt termination of his employment when others in the industry would have expected him to remain did damage to his standing and reputation in the firefighting community. As a result of this damage he and his

family have suffered humiliation and embarrassment and his ability to pursue his chosen career has been seriously damaged. In addition, in order to truthfully respond to interview questions in the course of application for other positions WENZEL will be forced to disclose and discuss the accusations. This self-publication also does substantial damage to his standing and reputation.

47. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions. Plaintiff has also incurred attorney fees and costs of litigation.

48. Defendants' actions against WENZEL were undertaken motivated by evil motive or intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S federally protected rights. Without limitation, WENZEL repeatedly asked for an opportunity to defend himself and protested against the accusations and the decisions taken with respect to him. He expressly pointed out the conflict of interest on the part of HEDLUND and TODDY due to the animosity HEDLUND had for him. However, his protests were disregarded and he was denied any opportunity to defend himself. Accordingly, an award of punitive damages is appropriate in this action

THIRD CAUSE OF ACTION
Wrongful Discharge Breach of Contract

49. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 48 above as if set forth fully here.

50. The written employment agreement between WENZEL and KCFD1 provided that he could be disciplined or terminated only for just cause. It also provided for progressive discipline and for a right to a hearing concerning any disciplinary action or termination. In addition the written employment agreement incorporated the disciplinary policies and procedures which call for progressive discipline and a hearing on any disciplinary action or termination. The

procedures also require an appropriate investigation by the BOARD of any accusations and that there be a decision issued by the BOARD following investigation and fair hearing. The policies and procedures constitute an agreement between WENZEL and KCFD1.

51. Without limitation, Defendants violated the terms of the written employment and the policies and procedures by denying WENZEL a hearing, by failing to conduct a proper investigation and by failing to receive the evidence he sought to present and by ignoring the conflict of interest on the part of HEDLUND and TODDY and by failing to issue a determination following a proper investigation and fair hearing.

52. As a result of the breaches of contract WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

FOURTH CAUSE OF ACTION
Interference with Contract against Hedlund and Toddy

53. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 52 above as if set forth fully here.

54. WENZEL had an ongoing contractual employment relationship with KCFD1 and Defendants HEDLUND and TODDY knew of the employment agreement. By the actions described herein and motivated by personal animosity and retaliatory motive as set forth herein, Defendants HEDLUND and TODDY intentionally interfered with the contractual relationship between WENZEL and KCFD1. The acts of interference included, without limitation, HEDLUND's bias and slanting of the report on WENZEL's November 2012 performance evaluation as described herein; the accusations presented by HEDLUND to the BOARD in March 2013 and thereafter; the selection of TODDY, a personal friend and professional associate of HEDLUND who was not independent or neutral, as the investigator; conducting the investigation in a biased and slanted manner with the purpose of making findings

against WENZEL; the selection of interviewees and questions to be asked to skew the report against WENZEL; failing to report any positive or exculpatory facts or information received concerning WENZEL; disclosing the false and damaging accusations to the interviewees and others in the course of the investigation; failing to assure that the nature of the accusations was not disseminated to others; the timing of the accusations to coincide with the window for termination of the employment agreement, ignoring and leaving out the facts and evidence that would put WENZEL in a good light; misleading statements to the BOARD concerning WENZEL's conduct both in the TODDY REPORT and otherwise; refusing to consider evidence and facts presented by WENZEL; and refusing to permit him to have a hearing to present evidence in response to the accusations; manipulation of the process to preclude WENZEL from having an opportunity to have a hearing or present evidence in support of his position to the BOARD; failure to acknowledge the conflict of interest on the part of HEDLUND and TODDY and failure to take any steps to avoid that conflict by excluding them from the process.

55. Defendants' conduct in interfering with the relationship between WENZEL and KCFD1 was a substantial factor in causing the damage to WENZEL.

56. The intentional conduct of HEDLUND and TODDY constituted malfeasance or willful or wanton neglect of duty. TODDY was not legitimately a public officer or employee.

57. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

58. Defendants' actions against WENZEL were undertaken motivated by evil motive or intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage that resulted. Accordingly, an award of punitive damages is appropriate in this action.

FIFTH CAUSE OF ACTION
Wrongful and Negligent Investigation

59. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 58 above as if set forth fully here.

60. As set forth herein, under the written employment agreement and under the KCFD1 policies and procedures concerning employee discipline, the BOARD had a duty to conduct a fair and impartial investigation of the accusations. Specifically and without limitation, such an investigation was to include notice to WENZEL of the exact accusations against him; a neutral investigator and investigation without bias or a predetermined outcome; examination of all appropriate facts, evidence, and witnesses, including any suggested by WENZEL; an opportunity for WENZEL to present his response to specific accusations; a fair hearing before the BOARD concerning the accusations which would include the opportunity for WENZEL to call his own witnesses, a determination setting out findings based on an impartial consideration of all evidence on both sides.

61. The investigation conducted by TODDY, supervised by HEDLUND and adopted wholesale by the BOARD, failed to meet any of these fundamental criteria. It was not neutral or independent and was heavily biased, the result was predetermined; the investigation failed to consider important evidence facts and witnesses; and the investigation completely failed to allow WENZEL fair notice or opportunity to respond. The report itself was filled with unfounded, damaging and often vitriolic judgments about WENZEL and his character and conduct. The investigation did not include any independent consideration by the BOARD or a hearing at which WENZEL could present evidence. In addition the BOARD failed to intervene or take any active role in the investigation as it is required to do under the agreement and under the KCFD1 policies and procedures.

62. The failure to conduct a proper investigation, whether negligent or intentional, was the proximate cause of damage to WENZEL in the loss of his employment and damage to

his reputation. The lack of a proper investigation led to the termination of his employment and deprived him of the opportunity to clear his name.

63. The conduct of HEDLUND and TODDY constituted malfeasance in office or willful or wanton neglect of duty. TODDY was not legitimately a public officer or employee.

64. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

65. Defendants' actions against WENZEL were undertaken motivated by evil motive or intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage to be caused. Accordingly, an award of punitive damages is appropriate in this action.

SIXTH CAUSE OF ACTION Negligent Retention and Negligent Supervision

66. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 65 above as if set forth fully here.

67. As set forth above KCFD1 and the BOARD had a duty to assure that a fair and proper investigation was conducted. In addition, they had a duty to supervise the investigation and to be involved in it. They also had a duty to assure that WENZEL was treated fairly and that his employment was not terminated except by following the proper procedures and after a fair hearing. Once KCFD1 and the BOARD embarked on the investigation they had a duty to see it through a proper conclusion and to make a fair final determination as to the accusations. KCFD1 and the BOARD had a duty in selecting HEDLUND and TODDY and giving them assignments which could cause great harm to WENZEL to make those selections carefully and appropriately.

68. TODDY and HEDLUND had no experience in employment investigations and their background in criminal matters made it likely that their approach would not be neutral or unbiased. Selecting TODDY, a former associate of HEDLUND to investigate WENZEL was negligent under the circumstances. Selecting HEDLUND and his associate TODDY to investigate WENZEL in light of the recent bad blood between HEDLUND and WENZEL was negligent and inappropriate. Failing to adequately supervise HEDLUND and TODDY, particularly in light of the history between HEDLUND and WENZEL was negligent.

69. Defendants were negligent in their retention and failure to supervise HEDLUND and TODDY. KCFD1 and the BOARD and HEDLUND were all informed that the accusations were false, that HEDLUND had a conflict of interest and a personal animosity that colored his judgment; that TODDY was not neutral and that the investigation was not properly conducted. Despite this notice Defendants refused to remove TODDY or HEDLUND or to reexamine the accusations or the TODDY REPORT. Despite the requests of WENZEL the BOARD refused to allow him to present facts and evidence in his own defense. Despite being presented with irrefutable evidence that the TODDY REPORT was false and misleading, the BOARD failed and refused to issue a determination discrediting the TODDY REPORT. Indeed, the BOARD terminated WENZEL's employment based on the false accusations of the TODDY REPORT. HEDLUND'S actions in selecting TODDY as the investigator rather than a neutral party and his actions in supervising or failing to supervise TODDY in the improper investigation designed to damage WENZEL are further examples of negligent retention and supervision. The failure of the BOARD to remove HEDLUND from direct involvement in the investigation of WENZEL after his conflict of interest was pointed out to them constitutes negligent retention and negligent supervision. The decision of the BOARD to keep TODDY as an investigator after they were put on notice of TODDY'S bias and the poor quality of the TODDY REPORT constituted negligent retention. If the BOARD made TODDY a nominal employee of KCFD1 solely for the purpose of conducting this investigation and in order to insulate him from liability for violations of law and other wrongful conduct this conduct is negligent and wrongful selection and retention.

70. The actions described herein are contrary to the actions that a reasonable employer would have undertaken in these circumstances.

71. The negligent retention and negligent supervision alleged herein, was the proximate cause of damage to WENZEL in the loss of his employment and damage to his reputation. The lack of a proper investigation led to the termination of his employment and deprived him of the opportunity to clear his name.

72. The conduct of HEDLUND and TODDY constituted malfeasance or willful or wanton neglect of duty. TODDY was not legitimately a public officer or employee.

73. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

74. Defendants' actions against WENZEL were undertaken motivated by evil motive or intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage that would be caused. Accordingly, an award of punitive damages is appropriate in this action.

SEVENTH CAUSE OF ACTION
Wrongful Discharge in Violation of Public Policy Against Klamath and the Board

75. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 74 above as if set forth fully here.

76. As set forth herein, the actions against WENZEL described herein were undertaken in retaliation for his refusal to violate the law and the union agreement. Pursuant to Oregon law after the union agreement expired and during the period of negotiations, the employer, KCFD1, was obligated to follow the terms of the former union agreement.

77. In his position as Fire Chief, WENZEL had an obligation to comply with Oregon law and with the terms of the union agreement. Accordingly his discharge in retaliation for compliance with the law is wrongful and actionable.

78. Defendants took action against WENZEL for exercising his legal right and for refusing to violate the law. In addition, important public policies supporting collective bargaining, good faith union negotiations, and enforcement of contracts would be thwarted if Defendants are were allowed to discharge WENZEL under these circumstances without liability.

79. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

80. Defendants' actions against WENZEL were undertaken motivated by evil motive or intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage that would be caused. Accordingly, an award of punitive damages is appropriate in this action.

EIGHTH CAUSE OF ACTION
Breach of the Covenant of Good Faith and Fair Dealing against Klamath and the Board

81. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 80 above as if set forth fully here.

82. Pursuant to Oregon law there is a covenant of good faith and fair dealing implied in the contract between WENZEL and KCFD1. Under that covenant KCFD1 and the board may not engage in conduct designed to deprive WENZEL of the benefit of the written employment agreement described herein. By their conduct, the Defendants have cooperated to deprive WENZEL of his rights under the contract including, without limitation, the right to be protected

from discharge without just cause, to have progressive discipline a full and fair investigation and a hearing concerning the accusations, the TODDY REPORT and the termination of his employment.

83. WENZEL performed all of his obligations under the employment agreement.

84. As a result of the actions of the Defendants as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

NINTH CAUSE OF ACTION
Legal Malpractice against Defendant Hedlund

85. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 84 above as if set forth fully here.

86. WENZEL was within the scope of the attorney client relationship with Defendant HEDLUND due to the fact that WENZEL consulted with HEDLUND and conducted confidential communications with him. In addition, WENZEL was an intended third party beneficiary of the services and advice provided to KCFD1 and the BOARD with respect to the investigation and the retention and supervision of TODDY. The BOARD had an obligation to provide a fair and impartial investigation including, without limitation, an impartial investigator, full exploration of the facts and evidence without a predetermined outcome; a hearing and opportunity for presentation of evidence by WENZEL.

87. HEDLUND, advised KCFD1 and the BOARD concerning the investigation, the retention and supervision of TODDY, and the actions taken with respect to WENZEL as a result. HEDLUND was entrusted by the BOARD with substantial authority and responsibility concerning the conduct of the investigation and the actions taken. HEDLUND had a duty to

KCFD1, the BOARD, and to WENZEL to carry out these functions with appropriate and reasonable knowledge, care and skill.

88. HEDLUND failed to carry out his duties with reasonable knowledge care and skill in multiple ways including, without limitation, that he selected and advised hiring an investigator with little or no background in employment and workplace investigations, he supervised or failed to supervise an investigation that was slanted and was conducted with a bias against WENZEL, he advised the BOARD that WENZEL need not be given a hearing, he failed and refused to respond to requests for a hearing from WENZEL and failed to communicate those requests to the BOARD.

89. HEDLUND had a conflict of interest in advising the BOARD concerning the investigation and the actions to be taken with respect to WENZEL. He was motivated by his personal animus against WENZEL due to the refusal of WENZEL to follow his unlawful instructions. HEDLUND failed to disclose the conflict and failed to recuse himself from the investigation and decision making process concerning WENZEL. HEDLUND selected his friend TODDY to conduct the investigation and convinced the BOARD to retain his services as the investigator. HEDLUND and TODDY cooperated to conduct a slanted investigation with a predetermined outcome and to prepare a damaging false and misleading report in order to damage WENZEL. Plaintiff is informed and believes thereon that HEDLUND advised the BOARD to retain TODDY as a nominal employee even though he was hired to perform only one task, the investigation, and there was no such position with KCFD1. HEDLUND did this with the intent of cloaking the false and improper investigation that he intended with immunity under Oregon law for TODDY and himself.

90. The accusations, investigation, and decisions with respect to WENZEL were intended to affect him and his rights. Damage to WENZEL as a result of failing to act appropriately with respect to these matters was foreseeable by HEDLUND, KCFD1, and the BOARD. The misconduct by HEDLUND led directly to the damaging accusations, the TODDY

REPORT which damaged WENZEL's reputation, the spreading of the false and misleading accusations to others and the termination of WENZEL's employment.

91. The conduct of HEDLUND constituted malfeasance in office or willful or wanton neglect of duty.

92. As a result of the actions of the Defendant HEDLUND as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

93. Defendant's actions against WENZEL were undertaken motivated by malice, evil motive and intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage caused. Accordingly, an award of punitive damages is appropriate in this action

TENTH CAUSE OF ACTION
Negligent Misrepresentation against Defendants Hedlund and Toddy

94. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 93 above as if set forth fully here.

95. In the course of their respect businesses, professions and employment, HEDLUND and TODDY provided counsel, advice, investigative services and evaluation of the evidence concerning WENZEL to KCFD1 and the BOARD. It was intended that KCFD1 and the BOARD rely on their advice, investigation, representations and findings with respect to WENZEL. TODDY and HEDLUND knew that KCFD1 and the BOARD would rely on their advice, investigation, representations and findings concerning WENZEL.

96. As set out herein, TODDY and HEDLUND failed to conduct a proper investigation and failed to consider important information and evidence. They failed to permit

WENZEL to present evidence and ignored evidence that was presented. The TODDY REPORT is filled with misrepresentations and misinterpretations that created a false impression.

97. KCFD1 and the BOARD relied on the advice, investigation, representations and findings of HEDLUND and TODDY concerning WENZEL.

98. The conduct of HEDLUND and TODDY constituted or willful or wanton neglect of duty. TODDY was not legitimately a public officer or employee.

99. As a result of the actions of the Defendant HEDLUND and TODDY as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

100. Defendants' actions against WENZEL were undertaken motivated by malice, evil motive and intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage that would be caused to him. Accordingly, an award of punitive damages is appropriate in this action.

ELEVENTH CAUSE OF ACTION
Intentional Misrepresentation against Defendants Hedlund and Toddy

101. Plaintiff incorporates and restates the allegations of Paragraphs 1 through 100 above as if set forth fully here.

102. The misrepresentations concerning WENZEL described herein, contained in the TODDY REPORT and elsewhere, were intentionally made in order to damage WENZEL. HEDLUND and TODDY were motivated by the animosity of HEDLUND towards WENZEL for refusing to violate the law and the union agreement.

103. HEDLUND and TODDY represented to KCFD1 and the BOARD that important and damaging accusations concerning WENZEL were true.

104. The damaging accusations against WENZEL were false and the facts used to support them were either false or presented in a misleading way to create a false impression.

105. HEDLUND and TODDY knew that the representations was false when they made them, or made the representations recklessly and without regard for the truth.

106. HEDLUND and TODDY intended that KCFD1 and the BOARD rely on the false representations;

107. KCFD1 and the BOARD relied on the false and misleading representations by HEDLUND and TODDY and that reliance was a substantial factor in causing the harm to WENZEL described herein.;

108. Harm to WENZEL was foreseeable and, indeed, the purpose of the false and misleading representations. WENZEL was harmed by the false and misleading representations in damage to his reputation and loss of his employment as described fully herein.

109. The conduct of HEDLUND and TODDY constituted malfeasance or willful or wanton neglect of duty. TODDY was not legitimately a public officer or employee.

110. As a result of the actions of the Defendant HEDLUND and TODDY as described herein, WENZEL has suffered lost compensation and employment benefits and has suffered other damage including, without limitation, loss of reputation and status, humiliation, loss of career opportunity, emotional distress, and stress. As an example, he lost his position as a Director on the Oregon Fire Chiefs Association Board of Directors as a direct result of Defendants' actions.

111. Defendants' actions against WENZEL were undertaken motivated by malice, evil motive and intent in that they were retaliation for his refusal to violate the law and the union agreement. Defendants' actions were undertaken with reckless or callous indifference to WENZEL'S rights and the damage that would be caused to him. Accordingly, an award of punitive damages is appropriate in this action.

PRAYER FOR RELIEF

Based on the forgoing and the evidence to be presented at trial Plaintiff prays the following:

1. Reinstatement to the same or similar position;
2. Lost wages benefits and other compensation in the amount of \$213,450 and ongoing;
3. Lost retirement benefits \$2,100 per month from retirement for life in the cumulative amount of not less than \$250,000, amount to be proven at trial;
4. Compensatory damages including, but not are not limited to, damage to reputation, emotional distress, humiliation, damage to professional and community standing, and future career opportunities \$250,000;
5. Punitive damages in the amount of \$500,000;
6. An award of attorney fees and costs in an amount to be proven at trial;
7. Interest on unpaid wages;
8. Such other relief as the court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Commission demands trial by jury in this action of all issues so triable.

Dated this 22nd day of July 2013



Karen E. Ford Esq
Attorney for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained here neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>JAMES L. WENZEL,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Klamath</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Karen E. Ford Esq., Ford & Associates LLC P.O. Box 287 Carmel-by-the-Sea, California 93921-0287 831-250-6433</p>	<p>DEFENDANTS</p> <p>KLAMATH COUNTY FIRE DISTRICT NO. 1, et al</p> <p>County of Residence of First Listed Defendant <u>Klamath</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item I.)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> <td style="width: 47%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other - Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other - Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			PROPERTY RIGHTS		
			<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark		
		LABOR	SOCIAL SECURITY		
		<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))		
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 1983. Fifth Amendment to the Constitution

Brief description of cause:
denial of substantive and procedural due process in employment termination

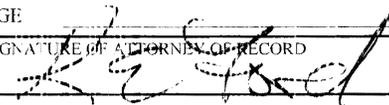
VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1,213,450.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 07/22/2015

SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____