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

PHILIP WALTER RILATOS, III,  
  
Plaintiff,  
  
v.  
  
NORTH LINCOLN FIRE & RESCUE  
DISTRICT #1, and/or its/ their unknown  
business entity and/or subsidiary, a domestic  
local fire district; DOUG KERR, an  
individual; ROB DAHLMAN, an individual;  
DENNIS MILES, an individual; ERIC  
MAESTAS, an individual; and DAVID  
BICKERDYKE, an individual,  
  
Defendants.

Case No.  
  
**COMPLAINT**  
  
**(DISCRIMINATION)**  
  
**REQUEST FOR JURY TRIAL**  
  
Claim not subject to mandatory arbitration  
  
Amount prayed for: \$2,000,000.00  
  
Filing fee of \$834.00 pursuant to  
ORS 21.160(1)(d)

By and through counsel, Plaintiff hereby alleges as follows:

1.

The amount in controversy exceeds the sum of \$50,000.00, and therefore the present  
action is not subject to mandatory arbitration.

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1 **GENERAL ALLEGATIONS**

2 2.

3 At all times material herein, Defendant NORTH LINCOLN FIRE & RESCUE  
4 DISTRICT #1, and/or its/ their unknown business entity and/or subsidiary, (“FIRE DISTRICT”)  
5 was and is an Oregon Local Fire District with its principle place of business in Lincoln County,  
6 Oregon.

7 3.

8 At all times material herein, Defendants ROB DAHLMAN (“DAHLMAN”), ERIC  
9 MAESTAS (“MAESTAS”), and DAVID BICKERDYKE (“BICKERDYKE”) were and are  
10 individuals who reside in Lincoln County, Oregon. Defendant DENNIS MILES (“MILES”) is  
11 an individual who resides in Lane County, Oregon. Defendant DOUG KERR (“KERR”) is an  
12 individual who resides in Arizona.

13 4.

14 Plaintiff is an individual who resided in Lincoln County, Oregon for many of the events  
15 material herein and currently resides in California.

16 5.

17 All events material herein occurred in Lincoln County, Oregon.

18 **FIRST CLAIM FOR RELIEF**  
19 **DISCRIMINATION (EMPLOYMENT)**

20 6.

21 Plaintiff realleges and reasserts paragraphs 1 through 5.

22 7.

23 At all times material herein Defendant FIRE DISTRICT, engaged in a business, industry,  
24 profession or activity in the State of Oregon and employed 25 or more persons in the State of  
25

1 Oregon for each working day during each of 20 or more calendar workweeks in the year. ORS  
2 659A.090(2)(a).

3 8.

4 Defendant FIRE DISTRICT, employed Plaintiff as a Fire Fighter.

5 9.

6 On May 28, 2018, Defendant FIRE DISTRICT by and through its employees and/or  
7 agents, Defendant MILES, Defendant MAESTAS, and Defendant BICKERDYKE, sexually  
8 harassed Plaintiff by putting up a poster in Plaintiff's dorm stating "the homo is here," and  
9 completely filled Plaintiff's dorm with pink balloons as well as a large number of sanitary  
10 napkins which had the appearance of being used.

11 Plaintiff immediately reported the incident to Defendant FIRE DISTRICT, by and  
12 through their employee and/or agent, Lieutenant Rick DeJager. Lieutenant DeJager reported the  
13 incident up the chain of command to Defendant FIRE DISTRICT by and through their employee  
14 and/or agents, Defendant DAHLMAN and Defendant KERR.

15 Defendant FIRE DISTRICT, failed to resolve the incident, and failed to conduct a proper  
16 and/or thorough investigation as outlined by defendant FIRE DISTRICT's policy.

17 Defendant FIRE DISTRICT, by and through their employees and/or agents treated  
18 Plaintiff adversely and shunned Plaintiff after Plaintiff reported the sexual harassment.

19 10.

20 On August 21, 2018, following an independent investigation, D. Craig Stoelk, issued a  
21 written report finding that the May 28, 2018 incident was sexual harassment and constituted "a  
22 violation of the employer's policy related to harassment." Mr. Stoelk also found that Defendant  
23 FIRE DISTRICT, "failed to conduct a proper/thorough harassment investigation as outlined by  
24 the employer's policy." Mr. Stoelk further found that Defendant, FIRE DISTRICT's "shunning"

1 of Plaintiff after Plaintiff reported the May 28, 2018 incident “is a clear form of retaliatory  
2 behavior.”

3 11.

4 On April 18, 2019, after months of repeated oral and written requests, as well as a public  
5 records request, Defendant FIRE DISTRICT, finally allowed Plaintiff to examine the August 21,  
6 2018 report authored by Mr. Stoelk via Plaintiff’s attorney but would not allow Plaintiff to retain  
7 a copy. April 18, 2019 is the first day Plaintiff had knowledge (1) that his sexual harassment  
8 claim from May 28, 2018 was substantiated, (2) that Defendant FIRE DISTRICT’s own  
9 investigation was improper, and (3) that Defendant FIRE DISTRICT’s retaliation against  
10 Plaintiff was substantiated.

11 12.

12 On April 23, 2019 Defendant FIRE DISTRICT terminated Plaintiff’s employment.

13 13.

14 Defendant FIRE DISTRICT discharged, and/or discriminated, and/or retaliated against  
15 Plaintiff with regard to employment for the reason that Plaintiff in good faith reported  
16 information that Plaintiff believed was evidence of a violation of state, or federal law, rule, or  
17 regulation when Defendant FIRE DISTRICT terminated Plaintiff’s employment, because he  
18 reported sexual harassment in the workplace. ORS 659A.199(1)

19 14.

20 Defendant FIRE DISTRICT discriminated against Plaintiff in compensation and/or in  
21 terms, conditions or privileges of employment because of Plaintiff’s (1) sex, (2) sexual  
22 orientation, and/or (3) because of the sexual orientation of another person with whom Plaintiff  
23 associates. ORS 659A.030(1)(b).

24 ///

25 ///

1 15.

2 Plaintiff is entitled to (1) injunctive relief, (2) equitable relief, (3) reasonable attorney  
3 fees, (4) compensatory damages or \$200, whichever is greater, and (5) punitive damages. ORS  
4 659A.885(1), (3)(a),(3)(b), 7, and 7(a).

5 **SECOND CLAIM FOR RELIEF**

6 **DISCRIMINATION (PLACE OF PUBLIC ACCOMMODATION)**

7 16.

8 Plaintiff realleges and reasserts Paragraph 1 through 15.

9 17.

10 At all times material herein, Defendant FIRE DISTRICT was and is a place offering  
11 goods and services to the public. ORS 659A.400(1)(a).

12 18.

13 On May 28, 2018, Defendant FIRE DISTRICT by and through its employees and/or  
14 agents, Defendant MILES, Defendant MAESTAS, and Defendant BICKERDYKE, sexually  
15 harassed Plaintiff by putting up a poster in Plaintiff's dorm stating "the homo is here," and  
16 completely filled Plaintiff's dorm with pink balloons as well as a large number of sanitary  
17 napkins which had the appearance of being used.

18 Plaintiff immediately reported the incident to Defendant FIRE DISTRICT, by and  
19 through their employee and/or agent, Lieutenant Rick DeJager. Lieutenant DeJager reported the  
20 incident up the chain of command to Defendant FIRE DISTRICT by and through their employee  
21 and/or agents, Defendant DAHLMAN and Defendant KERR.

22 Defendant FIRE DISTRICT, failed to resolve the incident, and failed to conduct a proper  
23 and/or thorough investigation as outlined by defendant FIRE DISTRICT's policy.

24 Defendant FIRE DISTRICT, by and through their employees and/or agents treated  
25 Plaintiff adversely and shunned Plaintiff after Plaintiff reported the sexual harassment.

1 19.

2 Defendant FIRE DISTRICT, Defendant KERR, Defendant DAHLMAN, Defendant  
3 MILES, Defendant MAESTAS, and Defendant BICKERDYKE discriminated against Plaintiff in  
4 compensation and/or in terms, conditions, or privileges of employment because of Plaintiff's (1)  
5 sex, (2) sexual orientation, and/or (3) because of the sexual orientation of another person with  
6 whom Plaintiff associates. ORS 659A.030(1)(b).

7 20.

8 Plaintiff is entitled to (1) injunctive relief, (2) equitable relief, (3) reasonable attorney  
9 fees, (4) compensatory damages, and (5) punitive damages. ORS 659A.885(1), (7), and (7)(a).

10 21.

11 Defendant FIRE DISTRICT (as a place of public accommodation), Defendant  
12 DAHLMAN (as a manager of the place of public accommodation), and Defendants MILES,  
13 MAESTAS, and BICKERDYKE (as employees acting on behalf of the place of public  
14 accommodation) shall be jointly and severally liable for all damages. ORS 6559A.885(7)(b).

15 22.

16 As a direct and foreseeable result of Defendants' discrimination, Plaintiff suffered  
17 economic loss from lost wages of at least \$126,240. As a direct and foreseeable result of  
18 Defendants' discrimination, Plaintiff suffered non-economic damages including anxiety, worry,  
19 distress, embarrassment, humiliation, and loss of esteem valued at not less than \$1,873,760.

20 23.

21 Plaintiff hereby requests a jury trial.

22 24.

23 Plaintiff reserves the right to move the Court to allow Plaintiff to amend the Complaint to  
24 assert a claim for punitive damages. ORS 31.725.

1 **WHEREFORE**, Plaintiff prays for Judgment against Defendants as follows:

- 2 a) Ordering Defendants not to discriminate against Plaintiff based on sex, sexual  
3 orientation, because of the sexual orientation of another person with whom Plaintiff  
4 associates, and/or for reporting in good faith information Plaintiff believes is evidence  
5 of a violations of State or Federal law, rule, or regulation;
- 6 b) Ordering Defendant FIRE DISTRICT to terminate Defendant DAHLMAN's  
7 employment;
- 8 c) Ordering Defendant FIRE DISTRICT to terminate Defendant MILES' employment;
- 9 d) Ordering Defendant FIRE DISTRICT to issue Defendant MAESTAS a written  
10 reprimand, which should be kept in Defendant MAESTAS' permanent personnel file;
- 11 e) Ordering Defendant FIRE DISTRICT to issue Defendant BICKERDYKE a written  
12 reprimand, which should be kept in Defendant BICKERDYKE's permanent  
13 personnel file;
- 14 f) For economic damages for lost wages in the amount of \$126,246.
- 15 g) For non-economic damages in the amount of \$1,873,760;
- 16 h) For Plaintiff's costs and disbursements incurred herein;
- 17 i) For Plaintiff's reasonable attorney's fees, costs, and expenses incurred in bringing  
18 and prosecuting this action; and
- 19 j) For such further relief the Court deems just.

20  
21 Dated this 17th day of July, 2019.

22  
23 /S/ JOSHUA D. ZANTELLO  
24 JOSHUA D. ZANTELLO,  
Of Attorneys for Plaintiff

25 ///

1 SUBMITTED BY:  
2 JOSHUA D. ZANTELO, OSB #121562  
3 Of Attorneys for Plaintiff  
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