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

DANIEL POLLACK-PELZNER,

Plaintiff,

v.

LINFIELD UNIVERSITY, an Oregon
nonprofit corporation,

Defendant.

Case No.
COMPLAINT

(Retaliation for Opposing Unlawful Practices –
ORS 659A.030(1)(f); Whistleblower Retaliation
ORS 659A.199; Retaliation Against Employee
of Nonprofit for Whistleblower Activity –
ORS 659A.203; Violation of the Oregon
Workplace Fairness Act – ORS 659A.370 and
ORS 659A.375; Failure to Pay Final Wages
Upon Termination – ORS 652.140 and
ORS 652.150; Breach of Contract)

DEMAND FOR A JURY TRIAL

NOT SUBJECT TO MANDATORY
ARBITRATION

Prayer Amount: \$ 4,000,000

Filing Fee: \$884 (ORS 21.160(1)(d))

INTRODUCTION

1.

This is an action for declaratory, injunctive, and monetary relief, including noneconomic damages, attorney’s fees and costs, and, following amendment, punitive damages, to redress defendant’s discriminatory and retaliatory employment practices, and for breach of contract and failure to pay wages due upon termination.

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1 **JURISDICTION**

2 2.

3 This court has jurisdiction over plaintiff’s claims for monetary and other relief under
4 Article VII, section 9 of the Oregon Constitution and because plaintiff’s claims arose out of
5 defendant’s acts and omissions within the state of Oregon.

6 **VENUE**

7 3.

8 Venue is proper in Multnomah County under ORS 14.080(2) because defendant Linfield
9 University (“Linfield”), conducts regular, sustained business activity in Multnomah County.

10 **PARTIES**

11 4.

12 Plaintiff Daniel Pollack-Pelzner (“plaintiff”) is a resident of Portland, Oregon. At all
13 material times, plaintiff was a professor employed by defendant Linfield University. Plaintiff is a
14 nationally recognized scholar who holds a Bachelor of Arts in History from Yale University,
15 *magna cum laude* and Phi Beta Kappa, and a doctorate in English from Harvard University.
16 Plaintiff’s scholarship and teaching focus on Shakespeare, theater, and literature. Plaintiff has
17 published articles in numerous publications, including the *New York Times*, *The New Yorker*, and
18 *The Atlantic*.

19 5.

20 Defendant Linfield University (“Linfield” or “defendant”) is an Oregon nonprofit
21 corporation and a private postsecondary educational institution that offers baccalaureate and
22 graduate degree programs. Linfield operates two campuses: one in McMinnville, Oregon and the
23 other in Portland, Oregon. Prior to June 2020, defendant went by the entity name “Linfield
24 College.”

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1 **GENERAL ALLEGATIONS**

2 6.

3 In March 2010, Linfield offered and plaintiff accepted a renewable appointment at
4 Linfield as Assistant Professor of English, to commence with the 2010-2011 academic year.

5 7.

6 Based on his successful teaching and scholarship, in the Spring of 2016, Linfield granted
7 plaintiff tenure and the title Associate Professor. In 2016, plaintiff also was honored to become
8 the inaugural recipient of a newly endowed chair, the Ronni Lacroute Chair in Shakespeare
9 Studies. Plaintiff was also the first and only Linfield faculty member to receive the Graves
10 Award for outstanding teaching in the Humanities from the American Council of Learned
11 Societies. In May 2019, Linfield honored plaintiff with the Samuel H. Graf Faculty Achievement
12 Award for demonstrating outstanding performance beyond regular duties. As of February 2020,
13 plaintiff held the rank of full Professor at Linfield.

14 8.

15 In April 2018, an alumna contacted Linfield and reported to General Counsel and Vice
16 President John McKeegan that David Jubb, a trustee on the Board of Trustees (the “Board”), had
17 inappropriately touched her and two other students in a sexual manner in 2017, while they were
18 students at Linfield. The alumna expressed concern that Jubb might engage in similar conduct
19 with other students. McKeegan responded by assuring the alumna that he had shared her
20 complaint with Board Chair David Baca, and that Baca “gave his word that David Jubb would
21 never have contact with students again or be allowed at events that served alcohol.”

22 9.

23 Despite Baca’s promise, Jubb continued to attend trustee social events in which alcohol
24 was served, as well as to interact with Linfield students. In February 2019, Jubb reportedly
25 sexually assaulted a student trustee at a faculty-trustee social event. The student trustee reported
26 the assault to Baca and Linfield within approximately one week of the incident. Baca assured the

1 student trustee that he would ensure Jubb was removed from the Board.

2 10.

3 Months later, in or around June 2019, Baca wrote an email to the Board in which he
4 indicated that Jubb was resigning from the Board “due to health concerns” and cited Jubb’s
5 “positive contributions” and “valuable service to the board and the College.”

6 11.

7 Plaintiff was unaware of any concerns or allegations related to unwelcome sexual
8 conduct by Jubb when, in May 2019, Linfield’s faculty nominated him to serve as the Faculty
9 Trustee. As Faculty Trustee, plaintiff served as a voting member of the Board. His role also
10 entailed providing written and oral reports to the Board at each meeting and conveying faculty
11 accomplishments and concerns.

12 12.

13 On or around November 11, 2019, the week after plaintiff’s first Board meeting, a female
14 faculty member approached plaintiff and expressed concern about an interaction she had that
15 weekend with a trustee at a faculty-trustee social event. Plaintiff’s colleague recounted that, on
16 Friday, November 8, 2019, a new trustee, who was a personal friend of Linfield President Miles
17 Davis’s, had touched her, asked about her marital status, and proposed that she accompany him
18 off-campus. Although she found the trustee’s conduct offensive, the female faculty member
19 expressed concern about the prospect of reporting the incident because she feared retaliation
20 since the trustee was a friend of Davis’s. She explained that she expected to apply for tenure that
21 spring and that this same trustee would vote on her application. The faculty member requested
22 that plaintiff propose that the Board provide sexual harassment training for trustees and clear
23 guidelines for appropriate trustee behavior, and that the Board adopt alternative formats for
24 social events involving faculty and trustees that would occur during the day and would not
25 involve alcohol.

26 ///

1 13.

2 Also in November 2019, another female faculty member reported to plaintiff that one of
3 her former students had recently disclosed, after graduating, that a trustee engaged in
4 inappropriate touching and made inappropriate gender-based comments at a student-trustee
5 social event in Spring 2019. This faculty member also asked plaintiff to propose to the Board
6 alternative formats for social events with trustees that did not feature alcohol or take place off-
7 campus.

8 14.

9 Shortly after receiving these reports, plaintiff contacted McKeegan. Plaintiff shared with
10 McKeegan the reports he had received from his two colleagues and told McKeegan that the
11 women who had shared this information wished to remain anonymous. Plaintiff suggested to
12 McKeegan that the Board arrange for sexual harassment training for trustees, communicate clear
13 trustee behavior guidelines, and provide alternative formats for social events involving trustees.
14 McKeegan assured plaintiff that he would discuss the issue with Baca. McKeegan also instructed
15 plaintiff to tell his colleagues that they should file Title IX reports. Plaintiff relayed this to both
16 faculty colleagues.

17 15.

18 On December 10, 2019, plaintiff learned from an article in *The Oregonian* newspaper
19 that the former student trustee who alleged Jubb sexually assaulted her in February 2019 had just
20 filed a lawsuit against Linfield. Plaintiff, who did not know about the allegations before he read
21 the article, was shocked to read in the newspaper's account that, at the time of the sexual assault,
22 Linfield had known of previous allegations that Jubb had engaged in sexually inappropriate
23 conduct. Plaintiff also was disturbed to learn that, following the sexual assault allegations against
24 Jubb, Baca had permitted Jubb to resign from the Board on good terms while Baca publicly
25 praised Jubb's "valuable service."

26 ///

1 16.

2 On December 12, 2019, Davis sent an email to the Linfield community in which he
3 acknowledged the former student’s lawsuit alleging sexual assault by a Linfield trustee while
4 claiming that “privacy laws and other legal restrictions” restricted his ability to share
5 information. Davis also included in his email links to information such as “Options for Reporting
6 Title IX/Sexual Misconduct issues” and “Sexual Misconduct and Relationship Violence Policy
7 and Procedures.”

8 17.

9 That same day, plaintiff emailed Davis and Baca cautioning them that the issue with
10 trustees engaging in inappropriate sexual conduct was not unique to Jubb. Plaintiff noted that he
11 had spoken with McKeegan several times about faculty and student concerns regarding other
12 trustees. Plaintiff reiterated his request that Linfield offer training for trustees on anti-harassment
13 policies and sexual assault prevention, and he expressed that he did not feel comfortable inviting
14 faculty or students to attend trustee social events until the Board implemented the training and
15 behavior guidelines.

16 18.

17 Also in December 2019, Linfield students reported hateful and discriminatory graffiti on
18 whiteboards in the dorms, including racial slurs and swastikas. Plaintiff led a group of concerned
19 faculty and staff in drafting a letter to Linfield leadership in which plaintiff and the other faculty
20 and staff signatories requested that diversity and inclusion training be provided for the entire
21 campus community. The letter, dated December 13, 2019, included the following request for
22 action: “We call on Linfield leadership to expand its efforts, evaluate its policies related to these
23 matters—making changes where necessary—and communicate appropriately with the campus
24 community. Whether or not we can learn the details of investigations currently underway, we
25 need to know what steps Linfield is taking to make our community safer in the future. It is vital
26 to the health of Linfield that the college responds to these incidents as a threat to our entire

1 community. Any form of violence on campus undermines the principles we stand for.” Linfield
2 leadership did not respond to the letter.

3 19.

4 Despite multiple communications from plaintiff to Davis and Baca inquiring whether the
5 trustees would receive clear guidelines on appropriate behavior as well as sexual harassment
6 training before the February 2020 trustee meeting, neither would confirm that any such steps
7 would be taken or that other actions had been taken to address the reports of trustee misconduct
8 that plaintiff had passed along.

9 20.

10 In light of the concerns that he had raised to Davis, Baca, and McKeegan, plaintiff was
11 surprised when, on January 20, 2020, Davis’s executive assistant sent an email to Linfield
12 faculty requesting that faculty members volunteer to host trustees for dinner in their homes
13 during the Board meeting weekend on February 14, 2020.

14 21.

15 One week later, on January 27, 2020, plaintiff responded to the executive assistant’s
16 email and copied Baca, Davis, the Vice President for Student Affairs and Admission, the Dean of
17 Faculty, and the Faculty Executive Council. In his response, plaintiff expressed concern about
18 having faculty, trustees, and students at “private, off-campus events involving alcohol until the
19 Board publicly implements better training and clearer guidelines to prevent harassment and
20 sexual assault.” Plaintiff wrote that he had informed Linfield’s leadership repeatedly of
21 “incidents that call into question the safety of our campus culture, specifically at Faculty/Trustee
22 events.” Plaintiff also wrote, “As I understand it, some members of the Board have been aware
23 of serious concerns around harassment and assault for at least a year, if not longer. It is long past
24 time to act. I am hopeful that we can move forward constructively and find positive ways for
25 trustees, faculty, and students to interact safely and appropriately. Until the Board takes concrete
26 actions in that direction, however, I’m afraid that I cannot support the Faculty/Trustee dinners,

1 nor can I encourage my colleagues to participate.”

2 22.

3 After he sent his January 27, 2020 email insisting that the Board take appropriate
4 corrective action to address concerns of inappropriate sexual conduct by trustees, plaintiff
5 received communications from several other concerned faculty members who thanked him for
6 his work and expressed concern about Linfield’s inaction.

7 23.

8 Baca responded to plaintiff’s January 27, 2020 email with a request for a meeting. On
9 January 30, 2020, plaintiff and Baca met at Baca’s downtown Portland office. Baca accused
10 plaintiff of having a “secret agenda” and attempting a “power grab” for faculty. Baca also
11 expressed that he would not ask trustees to “become Puritans” and that he would not “don a
12 hairshirt” because of the complaints. Baca told plaintiff the Board was “fine” before plaintiff
13 became the Faculty Trustee.

14 24.

15 On February 5, 2020, plaintiff received, and immediately forwarded to the Title IX
16 Coordinator, as well as Davis, Baca, and McKeegan, an anonymous letter from the alumna about
17 whom plaintiff had spoken with Davis, Baca, and McKeegan in November 2019. Plaintiff did
18 not know her identity. The alumna, who had graduated in Spring 2019, reported experiencing
19 inappropriate touching and gender-based comments from a trustee at an event shortly before
20 graduation. In forwarding the letter, plaintiff again stressed the need for training and behavior
21 guidelines for trustees before the next trustee event. Davis responded that he intended to remind
22 faculty at an upcoming meeting about their duty to report under Title IX; he also noted that a
23 failure to report could give rise to personal liability for individual faculty members. Plaintiff
24 questioned whether Davis’s comment was a threat that plaintiff might face personal liability for
25 not revealing the identities of the faculty member and the alumna who reported having
26 experienced harassing or discriminatory conduct by trustees.

1 25.

2 On February 7, 2020, plaintiff provided his Faculty Trustee Report for discussion at the
3 February faculty meeting. In his report, plaintiff expressed concern about Linfield leadership's
4 response to allegations of inappropriate sexual conduct by trustees, including allegations
5 regarding former trustee David Jubb, and its failure to respond to the December 13, 2019 letter
6 from concerned staff and faculty.

7 26.

8 On the evening of Friday, February 7, 2020, then-Dean of Faculty Jackson Miller called
9 plaintiff and informed him that the administration had decided to omit plaintiff's Faculty Trustee
10 Report from the agenda of the upcoming faculty meeting. On Monday, February 10, 2020, Miller
11 resigned his appointment as Dean of Faculty in protest of the administration's mishandling of
12 sexual misconduct allegations, including its decision to exclude plaintiff's report.

13 27.

14 In a February 10, 2020 meeting in Davis's office, Davis asked plaintiff to withdraw his
15 Faculty Trustee Report. When plaintiff refused, Davis said plaintiff's report "would destroy
16 Linfield."

17 28.

18 On February 10, 2020, approximately two hours before a scheduled faculty meeting, an
19 administrator sent plaintiff's Faculty Trustee Report to attendees via email, along with a rebuttal
20 from Davis. Davis attended the faculty meeting and, when addressing recent racist and anti-
21 Semitic graffiti on campus, said that he and Black students at Linfield did not understand why a
22 few professors were so concerned with the graffiti on campus. As a Jewish professor, plaintiff
23 was dismayed that Davis could not understand why he and other professors found swastikas
24 threatening.

25 29.

26 On February 13, 2020, plaintiff received and immediately forwarded to Linfield's Title

1 IX Coordinator, copying Davis, Baca, and McKeegan, an anonymous letter from the faculty
2 member who had expressed concern about unwelcome sexual advances and touching from a
3 trustee at a trustee dinner in November 2019. Plaintiff hoped that sharing this letter would
4 prompt the Board to finally take action to prevent similar situations from occurring in the future.

5 30.

6 At the February 14, 2020 plenary session of the Board, Davis announced that, as a
7 student of history, he knows of civilizations that were destroyed by internal dissent, and that
8 Linfield too would be destroyed from within unless the disloyal people criticizing Linfield
9 follow the teachings of Jesus Christ in the Sermon on the Mount regarding love and forgiveness.
10 As a Jewish professor, plaintiff was alarmed not only that Davis was repeating his claim that
11 plaintiff was “destroying” Linfield by reporting and opposing sexual harassment by trustees, but
12 also that Davis appeared to be stating that Christian beliefs were a requirement for loyalty to
13 Linfield.

14 31.

15 Plaintiff found Davis’s comments at the February 14, 2020 meeting particularly
16 concerning because it was not the first time that Davis had made comments that seemed to reveal
17 anti-Semitic prejudice. In an October 2018 introductory meeting between plaintiff and Davis
18 after Davis became Linfield’s president following the retirement of former president Thomas
19 Hellie, plaintiff had discussed his Shakespeare class and how Shakespeare’s play, “The Merchant
20 of Venice,” evokes histories of prejudice against Jews. Davis had commented: “If you measure
21 the size of the average Jewish nose, and you compare it to the size of the average Arab nose, you
22 can’t tell the difference.” Although plaintiff had been taken aback by this remark from the
23 president of the university in their first meeting, he did not formally report his concern at the
24 time because hoped the comment was simply an unintended slight and he wanted to begin the
25 relationship with the new president on a positive note.

26 ///

1 32.

2 On February 26, 2020, plaintiff reported to Director of Human Resources Lynn Johnson
3 his concerns regarding Davis’s and Baca’s retaliatory efforts to silence him, as well as their
4 discriminatory comments including references to disloyalty, pursuing a “secret agenda,”
5 attempting a “power grab,” and “destroying Linfield from within,” all of which plaintiff
6 interpreted as echoing age-old anti-Semitic rhetoric. After listening to plaintiff’s concerns,
7 Ms. Johnson responded that she did not believe that Jews have a secret agenda to grab power
8 because she had a Jewish neighbor who did not exhibit that behavior. She told plaintiff that
9 Linfield would engage an independent investigator to look into plaintiff’s concerns.

10 33.

11 Shortly after plaintiff made his report to the Director of Human Resources, the faculty
12 member who reported having experienced unwelcome touching and advances at the November
13 2019 trustee event also made a report to HR. The faculty member reported not only the
14 November 2019 trustee incident, but also that Davis had touched her inappropriately in
15 September 2018. According to the faculty member, she had already reported Davis’s conduct to
16 the previous HR Director, who had failed to take any action and told her instead: “That’s just
17 how men are.”

18 34.

19 Shortly after plaintiff’s complaint to HR about Davis’s and Baca’s discriminatory and
20 retaliatory conduct, Baca, Davis, and McKeegan proposed a revision to Linfield’s Bylaws to
21 remove the Student and Faculty Trustee positions and replace them with non-voting student and
22 faculty representatives who would be excluded from confidential executive sessions.

23 35.

24 In late April, plaintiff sent the Board his Faculty Trustee Report for May 2020. In the
25 report, plaintiff protested the plan to disenfranchise students and faculty and to exclude their
26 representatives from executive sessions. Plaintiff also expressed to the Board that he believed the

1 changes were in retaliation for students and faculty coming forward with concerns of
2 inappropriate sexual conduct by trustees. He also recounted the conduct he had experienced from
3 Baca and Davis as a result of his reports of, and opposition to, sexual harassment. Baca censored
4 plaintiff's report, forbade trustees from discussing the uncensored report, and falsely asserted
5 that it contained confidential information. In fact, the information that plaintiff included in the
6 report came from plaintiff's own experiences and reports he had received from other faculty, and
7 not from executive sessions of the Board.

8 36.

9 The day after plaintiff sent his May 2020 Faculty Trustee report to the trustees, Davis
10 posted on Twitter: "A person who lies is a thief and a murderer. They steal your confidence in
11 them and murder the truth. #ThinkDifferent." This post was notably different in tone from
12 Davis's typical posts and was intended to rebuke plaintiff for expressing concerns about
13 Linfield's leadership's responses to concerns regarding trustee harassment. Davis sought to call
14 plaintiff's honesty into question in order to deflect any criticism.

15 37.

16 On May 2, 2020, the Board took formal disciplinary action against plaintiff in retaliation
17 for his reports about faculty and student allegations of sexual harassment, his concerns regarding
18 Baca's and Davis's offensive remarks regarding plaintiff's Judaism, and his reports of retaliatory
19 actions by Baca and Davis. The Board further retaliated against plaintiff by excluding him from
20 its executive sessions. Although plaintiff was still formally a full member of the Board, the
21 Board prevented him from attending any executive sessions from May 2, 2020 forward.

22 38.

23 In May 2020, one of plaintiff's colleagues on the faculty gave him a letter that the faculty
24 member had received from the Linfield alumna who had contacted McKeegan in 2018 to report
25 Jubb's unwelcome sexual conduct in the Spring of 2017. In the letter, the alumna recounted her
26 report to McKeegan and McKeegan's response that Baca promised to keep Jubb away from

1 students and trustee social events where alcohol was served. The alumna’s letter confirmed for
2 plaintiff what he had read in the December 2019 news article—that Baca and McKeegan had
3 known about Jubb’s inappropriate conduct before the February 2019 trustee event in which he
4 allegedly sexually assaulted the student who sued Linfield. On May 19, 2020 plaintiff forwarded
5 the alumna’s letter to the Title IX Coordinator and the Board.

6 39.

7 On May 26, 2020, the Faculty Assembly held a Special Meeting in which it voted, 88 to
8 18, to issue a resolution communicating a Vote of No Confidence in Baca due to “1) his failure
9 to adequately carry out his obligations, 2) decisions that he has made that are detrimental to the
10 institution, and 3) the potential for ongoing harm to the institution under his leadership.” Davis
11 refused to inform the Board of the vote, so plaintiff forwarded the Faculty Assembly’s resolution
12 to the Board.

13 40.

14 In May 2020, plaintiff learned that Linfield finally had engaged an investigator to
15 investigate his claims regarding discrimination and retaliation from Baca and Davis. Plaintiff
16 also learned that a separate investigator had been hired to investigate the report of the faculty
17 member who alleged that she personally experienced inappropriate conduct from Davis and one
18 other trustee. Linfield instructed plaintiff that he was not allowed to share his uncensored
19 May 2020 Faculty Trustee Report with the investigator, nor could he share information about the
20 disciplinary actions the Board had taken against him.

21 41.

22 Over the summer of 2020, outraged students, alumni, and parents began to send emails to
23 the Board to express concern about the Board’s continued support of Baca in light of his failure
24 to adequately address allegations of sexual harassment and sexual assault and his broken promise
25 to ensure that Jubb did not interact with students; by this point, Jubb had been charged with eight
26 criminal counts of sexual abuse. In July 2020, students organized an on-campus protest to

1 express displeasure with Baca remaining as Board Chair. During this time, plaintiff continued to
2 protest Linfield’s failure to take appropriate action in the face of serious concerns about trustee
3 misconduct, and he continued to insist that the Board address the concerns.

4 42.

5 On July 30, 2020, in response to the outcry from faculty, students, and alumni, the
6 Executive Committee of the Board issued a letter to the Linfield community criticizing what it
7 called a “campaign of false information” and a “misleading narrative” regarding sexual
8 misconduct by trustees. The Executive Committee wrote, “we see no reason to comment on the
9 vote of no confidence taken by Linfield faculty members except to say that we utterly reject it.”

10 43.

11 Also on July 30, 2020, Baca issued a statement to the Linfield community in which he
12 expressed anger that “a small group of Linfield faculty members have falsely accused [Baca] and
13 other trustees of failing to protect the safety of our students.” Baca called it “shameful that a
14 Faculty Trustee has spread misinformation, including the malicious claim that ‘four different
15 members of the Board have been credibly accused of sexual misconduct,’” and he attributed the
16 “furor over false claims of rampant sexual misconduct” to “a small number of faculty members
17 . . . rebelling against the changes brought to Linfield by President Davis.”

18 44.

19 On August 12, 2020, Director of HR Johnson communicated to plaintiff the results of the
20 independent investigation into his complaints of discrimination and retaliation. Plaintiff was
21 surprised to learn that the investigation had been limited to plaintiff’s complaints about Davis
22 and that his complaints about discrimination and retaliation by Baca had not been investigated.
23 Plaintiff had discussed at length with the investigator his concerns about Baca, and the
24 investigator had given no indication that his complaints fell outside of the scope of the
25 investigation. The investigation summary noted that “Dr. Pollack-Pelzner has endured significant
26 resistance from President Davis and other Linfield leadership.”

1 45.

2 Also on August 12, 2020, the Executive Committee of the Board issued a statement
3 regarding the outcome of the investigations into the faculty member's complaints about
4 unwelcome sexual conduct from a trustee in November 2019 and another trustee in September
5 2018. The email noted that the investigator determined that the "arm touching" in September
6 2018 likely occurred but that this conduct did not violate Linfield's policies. The Board
7 statement also noted that the investigation had concluded that, if the alleged incident of the
8 faculty member "being touched inappropriately on the leg, back and, possibly, the hand"
9 occurred, this conduct did not violate Linfield's policies. The Executive Committee also repeated
10 its claim that plaintiff's statements in his February and May 2020 reports were false.

11 46.

12 On August 31, 2020, the Faculty Executive Council issued a "Response to Recent
13 Communications Regarding Sexual Misconduct" in which the Council expressed support for
14 plaintiff and disputed the claims in Linfield's July 30, 2020 and August 12, 2020
15 communications regarding the motivations of faculty who expressed concerns about sexual
16 misconduct, the safety of the campus environment, and the truthfulness of plaintiff's statements.

17 47.

18 In March 2021, as plaintiff continued to advocate for Linfield to take meaningful action
19 to address sexual assault and sexual harassment by trustees, the Board communicated its
20 intention to remove the Faculty Trustee position permanently. Due to Linfield's repeated
21 retaliation against plaintiff for raising his concerns internally and his conviction that he owed a
22 duty to the University community to take further steps to ensure that the University take
23 appropriate action to investigate, address, and prevent sexual assault and sexual harassment,
24 plaintiff decided to publicly disclose his experience, which he did in a series of tweets.

25 48.

26 On April 9, 2021, in response to a letter from the Anti-Defamation League ("ADL") in

1 which the ADL expressed concern regarding alleged anti-Semitism from Linfield’s leadership,
2 Davis wrote that plaintiff was engaged in a “smear campaign” against Davis and Linfield. On
3 April 15, 2021, in response to a letter from the Oregon Board of Rabbis calling for Baca’s and
4 Davis’s resignations, trustee Steve Bills phoned the Oregon Board of Rabbis and called plaintiff a
5 “pathological liar.” Bills accused plaintiff of using his Jewish identity “to give his cause
6 leverage.”

7 49.

8 On April 19, 2021, the College of Arts and Sciences Faculty Assembly met for a Special
9 Meeting, adopted a resolution of no confidence in the leadership of Davis and Baca, and
10 requested Davis’s and Baca’s resignation.

11 50.

12 On the evening of Monday, April 26, 2021, Linfield Provost Susan Agre-Kippenhan
13 notified plaintiff via email that he was to attend a mandatory meeting the next afternoon. After
14 plaintiff expressed that he would like to have legal counsel present, Linfield cancelled the
15 meeting.

16 51.

17 On April 27, 2021, plaintiff’s Linfield-issued laptop froze in the middle of a work-related
18 videoconference, and then rebooted to display a message that plaintiff’s access had been
19 disabled. When he could not log back on, plaintiff used his personal email to send a test message
20 to his Linfield account in an attempt to assess the access problem, and he received an automated
21 reply stating that plaintiff was no longer an employee of Linfield. A few hours later, plaintiff
22 received a letter from Agre-Kippenhan via his personal email address that stated that Linfield
23 had terminated his employment “for cause.” Linfield’s precipitous termination of plaintiff’s
24 employment without notice occurred on the day that students enrolled in plaintiff’s class were
25 expected to submit their final projects, leaving students at a loss as to how to meet their course
26 obligations.

1 52.

2 That afternoon, Agre-Kippenhan sent a message to the Linfield community with the
3 subject line “Extraordinary Step,” in which she wrote that Linfield “took the extraordinary step
4 of terminating the employment of a member of our faculty for serious breaches of the
5 individual’s duty to the institution.” Agre-Kippenhan also wrote that the “goal of a safe,
6 welcoming and inclusive environment for all . . . cannot be achieved if individuals abuse their
7 positions of trust and take deliberate actions that harm the university.”

8 53.

9 Although Linfield has adopted the American Association of University Professors’
10 Recommended Institutional Regulations on Academic Freedom and Tenure and included them in
11 its Faculty Handbook, Linfield failed to follow the Dismissal Procedures set forth in Regulation
12 5 in terminating plaintiff’s employment, which provide for notice and a hearing before an elected
13 faculty hearing committee.

14 54.

15 Pursuant to Linfield policies related to faculty terminations, plaintiff was entitled to
16 receive terminal notice, salary, or severance, equal to at least one year of his pay.

17 55.

18 Linfield failed to pay plaintiff the salary or severance wages to which he was entitled
19 with his final pay.

20 56.

21 On May 24, 2021, plaintiff provided written notice to Linfield that it had failed to pay
22 him the severance to which he was entitled. On May 31, 2021, Lynn Johnson informed plaintiff
23 that Linfield would not pay the severance. As of the date of filing, Linfield still has not paid
24 plaintiff the severance pay to which he was entitled pursuant to Linfield policy.

25 57.

26 As a direct and proximate result of defendant’s conduct, including its false statements

1 that plaintiff breached his duty to the university, abused his position of trust, took deliberate
2 actions to harm the university, acted maliciously, engaged in a “smear campaign,” and is a
3 “pathological liar,” plaintiff has suffered damage to his professional reputation in addition to
4 significant emotional distress.

5 **FIRST CLAIM FOR RELIEF**
6 **Retaliation for Opposing Unlawful Practices - ORS 659A.030(1)(f)**

7 58.

8 Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 57,
9 above.

10 59.

11 Pursuant to ORS 659A.030(1)(f) it is an unlawful practice for any person to discriminate
12 against or discharge an employee because the employee has opposed any unlawful practice.

13 60.

14 Plaintiff engaged in protected activity when he opposed and reported discrimination
15 based on his religion, unlawful sexual harassment and sexual assault, retaliation for reporting
16 unlawful sexual harassment and sexual assault, and Linfield’s failure to take immediate and
17 appropriate corrective action to address sexual harassment and sexual assault.

18 61.

19 Plaintiff’s reports and opposition to unlawful discrimination, sexual harassment, and
20 sexual assault were a substantial factor in Linfield’s decisions to censor, discredit, disparage, and
21 discharge plaintiff without even providing him the pre-dismissal notice and a hearing to which all
22 tenured University faculty are entitled. Linfield took these retaliatory actions against plaintiff
23 because he opposed unlawful practices.

24 62.

25 Plaintiff is entitled to a declaration that defendant retaliated against him because he
26 opposed unlawful discrimination, harassment, sexual assault, and retaliation.

1 63.

2 As a direct and proximate result of Linfield's unlawful conduct, plaintiff has suffered,
3 and will continue to suffer, lost income and benefits. It will likely be impossible for plaintiff to
4 secure another faculty position in the Pacific Northwest for the remainder of his career and he
5 will most certainly be unable to obtain another endowed chair for a Shakespeare scholar.
6 Plaintiff is entitled to recover economic damages, including prejudgment interest, in an amount
7 to be determined at trial but which plaintiff estimates to be no less than \$3.5 million.

8 64.

9 As a direct and proximate result of Linfield's unlawful conduct, including Linfield's
10 effort to demonize plaintiff by publicly accusing him of misrepresentations and improper
11 motives, plaintiff has suffered, and will continue to suffer, emotional distress, degradation, fear,
12 anxiety, humiliation, anger, embarrassment, and damage to his professional reputation, and he is
13 entitled to an award of noneconomic damages in an amount to be determined at trial but which
14 plaintiff alleges is no less than \$500,000.

15 65.

16 Defendant acted with malice, and its actions were intentional and willful. Defendant
17 acted with reckless and outrageous indifference to a highly unreasonable risk of harm to plaintiff
18 and a conscious indifference to the health, safety, and welfare of others. Such conduct exceeds
19 the bounds of social toleration and is of the type that punitive damages deter. Therefore, plaintiff
20 anticipates amending this Complaint, and reserves the right to do so, pursuant to ORS 31.725 to
21 assert a claim for punitive damages.

22 66.

23 Plaintiff is entitled to any injunctive and equitable relief that may be appropriate,
24 including but not limited to reinstatement or front pay in lieu of reinstatement.

25 67.

26 Plaintiff has engaged legal counsel to prosecute his claims and is entitled to his

1 reasonable attorney's fees and costs incurred, including expert witness fees, pursuant to ORS
2 659A.885 and ORS 20.107.

3 68.

4 Pursuant to ORS 82.110, plaintiff is entitled to post-judgment interest at the rate of nine
5 percent per annum.

6 **SECOND CLAIM FOR RELIEF**
7 **Whistleblower Retaliation – ORS 659A.199**

8 69.

9 Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 57,
10 above.

11 70.

12 Pursuant to ORS 659A.199, it is an unlawful practice for an employer to discharge or
13 otherwise retaliate against an employee for reporting in good faith information that he believes is
14 evidence of a violation of state or federal laws, rules, or regulations.

15 71.

16 Plaintiff engaged in protected activity when he reported discrimination based on his
17 religion, unlawful sexual harassment and sexual assault, retaliation for reporting unlawful sexual
18 harassment and sexual assault, and Linfield's failure to take immediate and appropriate
19 corrective action to address sexual harassment and sexual assault.

20 72.

21 At the time that he made the reports, plaintiff believed that discrimination, retaliation,
22 sexual harassment, sexual assault, and failure to take immediate and appropriate corrective action
23 to address sexual harassment and sexual assault were violations of state and federal laws, rules,
24 or regulations.

25 73.

26 Plaintiff acted in good faith when he reported discrimination based on his religion,

1 unlawful sexual harassment and sexual assault, retaliation for reporting unlawful sexual
2 harassment and sexual assault, and Linfield's failure to take immediate and appropriate
3 corrective action to address sexual harassment and sexual assault.

4 74.

5 Linfield censored, discredited, disparaged, and discharged plaintiff because he made
6 complaints about discrimination based on his religion, unlawful sexual harassment and sexual
7 assault, retaliation for reporting unlawful sexual harassment and sexual assault, and Linfield's
8 failure to take immediate and appropriate corrective action to address sexual harassment and
9 sexual assault. Plaintiff's protected whistleblower activity was a substantial factor in Linfield's
10 decisions to censor, discredit, disparage, and discharge plaintiff without even providing him the
11 pre-dismissal notice and a hearing to which all tenured University faculty members are entitled.

12 75.

13 Plaintiff is entitled to a declaration that defendant violated his statutory right to report in
14 good faith information that he believed was evidence of a violation of state or federal laws, rules,
15 or regulations.

16 76.

17 As a direct and proximate result of Linfield's unlawful conduct, plaintiff has suffered,
18 and will continue to suffer, lost income and benefits. It will likely be impossible for plaintiff to
19 secure another faculty position in the Pacific Northwest for the remainder of his career and he
20 will most certainly be unable to obtain another endowed chair for a Shakespeare scholar.
21 Plaintiff is entitled to recover economic damages, including prejudgment interest, in an amount
22 to be determined at trial but which plaintiff estimates to be no less than \$3.5 million.

23 77.

24 As a direct and proximate result of Linfield's unlawful conduct, including Linfield's
25 effort to demonize plaintiff by publicly accusing him of misrepresentations and improper
26 motives, plaintiff has suffered, and will continue to suffer, emotional distress, degradation, fear,

1 anxiety, humiliation, anger, embarrassment, and damage to his professional reputation, and he is
2 entitled to an award of noneconomic damages in an amount to be determined at trial but which
3 plaintiff alleges is no less than \$500,000.

4 78.

5 Defendant acted with malice, and its actions were intentional and willful. Defendant
6 acted with reckless and outrageous indifference to a highly unreasonable risk of harm to plaintiff
7 and a conscious indifference to the health, safety, and welfare of others. Such conduct exceeds
8 the bounds of social toleration and is of the type that punitive damages deter. Therefore, plaintiff
9 anticipates amending this Complaint, and reserves the right to do so, pursuant to ORS 31.725 to
10 assert a claim for punitive damages.

11 79.

12 Plaintiff is entitled to any injunctive and equitable relief that may be appropriate,
13 including but not limited to reinstatement or front pay in lieu of reinstatement.

14 80.

15 Plaintiff has engaged legal counsel to prosecute his claims and is entitled to his
16 reasonable attorney's fees and costs incurred, including expert witness fees, pursuant to ORS
17 659A.885 and ORS 20.107.

18 81.

19 Pursuant to ORS 82.110, plaintiff is entitled to post-judgment interest at the rate of nine
20 percent per annum.

21 **THIRD CLAIM FOR RELIEF**

22 **Retaliation Against Employee of Nonprofit for Whistleblower Activity – ORS 659A.203**

23 82.

24 Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 57,
25 above.

26 ///

1 83.

2 Pursuant to ORS 659A.203, it is an unlawful practice for a nonprofit employer to prohibit
3 any employee from disclosing, or take or threaten to take disciplinary action against an employee
4 for disclosing, any information that the employee reasonably believes is evidence of a violation
5 of any federal, state or local law, rule or regulation by the nonprofit employer, or to discourage,
6 restrain, dissuade, coerce, prevent or otherwise interfere with disclosure of or discussions
7 regarding such information.

8 84.

9 Plaintiff engaged in protected activity when he reported and disclosed information that he
10 reasonably believed violated state and/or federal laws, rules, or regulations, including but not
11 limited to laws prohibiting discrimination based on religion, unlawful sexual harassment and
12 sexual assault, retaliation for reporting unlawful sexual harassment and sexual assault, and
13 failure to take immediate and appropriate corrective action to address sexual harassment and
14 sexual assault.

15 85.

16 At the time that he made the disclosures and reports, plaintiff reasonably believed that
17 discrimination, retaliation, sexual harassment, sexual assault, and failure to take immediate and
18 appropriate corrective action to address sexual harassment and sexual assault were violations of
19 state and/or federal laws, rules, or regulations.

20 86.

21 Linfield censored, discredited, disparaged, threatened, and terminated plaintiff's
22 employment because he made disclosures about discrimination based on his religion, unlawful
23 sexual harassment and sexual assault, retaliation for reporting unlawful sexual harassment and
24 sexual assault, and Linfield's failure to take immediate and appropriate corrective action to
25 address sexual harassment and sexual assault. Plaintiff's protected whistleblower activity was a
26 substantial factor in Linfield's decision to censor, discredit, disparage, threaten, and discharge

1 plaintiff without even providing him with the pre-dismissal notice and a hearing to which all
2 tenured University faculty are entitled.

3 87.

4 Linfield's actions are the type of conduct that reasonably would be expected to
5 discourage or dissuade a nonprofit employee from challenging violations of law.

6 88.

7 Plaintiff is entitled to a declaration that defendant violated his statutory right to disclose
8 and report information he reasonably believed was evidence of a violation of state and/or federal
9 laws, rules, or regulations.

10 89.

11 As a direct and proximate result of Linfield's unlawful conduct, plaintiff has suffered,
12 and will continue to suffer, lost income and benefits. It will likely be impossible for plaintiff to
13 secure another faculty position in the Pacific Northwest for the remainder of his career and he
14 will most certainly be unable to obtain another endowed chair for a Shakespeare scholar.
15 Plaintiff is entitled to recover economic damages, including prejudgment interest, in an amount
16 to be determined at trial but which plaintiff estimates to be no less than \$3.5 million.

17 90.

18 As a direct and proximate result of Linfield's unlawful conduct, including Linfield's
19 effort to demonize plaintiff by publicly accusing him of misrepresentations and improper
20 motives, plaintiff has suffered, and will continue to suffer, emotional distress, degradation, fear,
21 anxiety, humiliation, anger, embarrassment, and damage to his professional reputation, and he is
22 entitled to an award of noneconomic damages in an amount to be determined at trial but which
23 plaintiff alleges is no less than \$500,000.

24 91.

25 Defendant acted with malice, and its actions were intentional and willful. Defendant
26 acted with reckless and outrageous indifference to a highly unreasonable risk of harm to plaintiff

1 and a conscious indifference to the health, safety, and welfare of others. Such conduct exceeds
2 the bounds of social toleration and is of the type that punitive damages deter. Therefore, plaintiff
3 anticipates amending this Complaint, and reserves the right to do so, pursuant to ORS 31.725 to
4 assert a claim for punitive damages.

5 92.

6 Plaintiff is entitled to any injunctive and equitable relief that may be appropriate,
7 including but not limited to reinstatement or front pay in lieu of reinstatement.

8 93.

9 Plaintiff is entitled to his reasonable attorney's fees and costs incurred, including expert
10 witness fees, pursuant to ORS 659A.885 and ORS 20.107.

11 94.

12 Pursuant to ORS 82.110, plaintiff is entitled to post-judgment interest at the rate of nine
13 percent per annum.

14 **FOURTH CLAIM FOR RELIEF**
15 **Violation of Oregon Workplace Fairness Act – ORS 659A.370, ORS 659A.375**

16 95.

17 Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 57,
18 above.

19 96.

20 Pursuant to ORS 659A.370, it is unlawful for an employer to enter into an agreement
21 with an employee which, as a condition of employment or continued employment, has the
22 purpose or effect of preventing the employee from disclosing or discussing discrimination,
23 retaliation, or harassment, including sexual assault.

24 97.

25 Pursuant to ORS 659A.375, employers are required to have and distribute a written
26 policy that includes a statement that an employer may not require or coerce an employee to enter

1 into a nondisclosure or nondisparagement agreement, and to provide the employee a copy of that
2 statement at the time the employee discloses information regarding prohibited discrimination or
3 harassment.

4 98.

5 Linfield attempted to silence plaintiff and discharged him in violation of its own
6 procedures and policies because he disclosed and discussed discrimination, harassment,
7 retaliation, sexual harassment, and sexual assault. In doing so, Linfield unlawfully imposed upon
8 plaintiff an agreement under which plaintiff, as a condition of continued employment, was
9 prohibited from disclosing or discussing unlawful conduct.

10 99.

11 Linfield failed to provide plaintiff with the written statement required under
12 ORS 659A.375 at any of the times that he disclosed information regarding prohibited
13 discrimination, retaliation, harassment, and sexual assault.

14 100.

15 Plaintiff is entitled to a declaration that defendant violated the Oregon Workplace
16 Fairness Act by failing to provide him with the required written notice and by purporting to
17 impose upon him an agreement that prevented him from disclosing or discussing unlawful
18 conduct.

19 101.

20 As a direct and proximate result of Linfield's unlawful conduct, plaintiff has suffered,
21 and will continue to suffer, lost income and benefits. It will likely be impossible for plaintiff to
22 secure another faculty position in the Pacific Northwest for the remainder of his career and he
23 will most certainly be unable to obtain another endowed chair for a Shakespeare scholar.
24 Plaintiff is entitled to recover economic damages, including prejudgment interest, in an amount
25 to be determined at trial but which plaintiff estimates to be no less than \$3.5 million.

26 ///

1 102.

2 As a direct and proximate result of Linfield's unlawful conduct, including Linfield's
3 effort to demonize plaintiff by publicly accusing him of misrepresentations and improper
4 motives, plaintiff has suffered, and will continue to suffer, emotional distress, degradation, fear,
5 anxiety, humiliation, anger, embarrassment, and damage to his professional reputation, and he is
6 entitled to an award of noneconomic damages in an amount to be determined at trial but which
7 plaintiff alleges is no less than \$500,000.

8 103.

9 Defendant acted with malice, and its actions were intentional and willful. Defendant
10 acted with reckless and outrageous indifference to a highly unreasonable risk of harm to plaintiff
11 and a conscious indifference to the health, safety, and welfare of others. Such conduct exceeds
12 the bounds of social toleration and is of the type that punitive damages deter. Therefore, plaintiff
13 anticipates amending this Complaint, and reserves the right to do so, pursuant to ORS 31.725 to
14 assert a claim for punitive damages.

15 104.

16 Plaintiff is entitled to any injunctive and equitable relief that may be appropriate,
17 including but not limited to reinstatement or front pay in lieu of reinstatement.

18 105.

19 Plaintiff has engaged legal counsel to prosecute his claims and is entitled to his
20 reasonable attorney's fees and costs incurred, including expert witness fees, pursuant to ORS
21 659A.885 and ORS 20.107.

22 106.

23 Pursuant to ORS 82.110, plaintiff is entitled to post-judgment interest at the rate of nine
24 percent per annum.

25 ///

26 ///

1 **FIFTH CLAIM FOR RELIEF**

2 **Failure to Pay Wages Upon Termination – ORS 652.140 and ORS 652.150**

3 107.

4 Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through
5 57.

6 108.

7 Linfield discharged plaintiff on April 27, 2021.

8 109.

9 Pursuant to ORS 652.140, Linfield was obligated to pay plaintiff all of the wages to
10 which he was entitled no later than April 28, 2021.

11 110.

12 Pursuant to Linfield University policies, plaintiff is entitled to severance in the amount of
13 at least one year’s pay, or \$83,251.

14 111.

15 Plaintiff submitted a written demand for payment of his contractual terminal
16 salary/severance on May 24, 2021.

17 112.

18 Defendant has failed to pay plaintiff the salary/severance to which is he entitled pursuant
19 to Linfield University policies applicable to tenured professors.

20 113.

21 Pursuant to ORS 652.150, plaintiff is entitled to statutory penalties in an amount to be
22 determined at trial, but which plaintiff alleges is \$9,604.80.

23 114.

24 Plaintiff has hired legal counsel to prosecute his claim and is entitled to reasonable
25 attorney’s fees and costs incurred pursuant to ORS 652.200.

26 ///

1 115.

2 Pursuant to ORS 82.110, plaintiff is entitled to pre- and post-judgment interest calculated
3 at nine percent per annum.

4 **SIXTH CLAIM FOR RELIEF**
5 **Breach of Contract**

6 116.

7 Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through
8 57.

9 117.

10 Plaintiff and defendant had a valid and enforceable employment contract, the terms of
11 which were defined by Linfield's July 24, 2020 appointment letter and Linfield University
12 policies and procedures.

13 118.

14 Pursuant to Linfield's policies and plaintiff's employment agreement, as a tenured
15 professor, plaintiff was entitled to due process involving notice and a hearing before Linfield
16 terminated his employment, as well as terminal notice or salary for at least one year.

17 119.

18 Linfield breached its employment agreement with plaintiff by terminating his
19 employment without notice and without a hearing as provided by Linfield University policies,
20 and by failing to provide plaintiff with terminal notice or salary for at least one year.

21 120.

22 Plaintiff is entitled to a declaration that defendant breached its contract with plaintiff.

23 121.

24 As a direct and proximate result of Linfield's breach of its employment contract with
25 plaintiff, plaintiff has suffered, and will continue to suffer, lost income and benefits. It will likely
26 be impossible for plaintiff to secure another faculty position in the Pacific Northwest for the

1 remainder of his career and he will most certainly be unable to obtain another endowed chair for
2 a Shakespeare scholar. Plaintiff is entitled to recover economic damages, including prejudgment
3 interest, in an amount to be determined at trial but which plaintiff estimates to be no less than
4 \$3.5 million.

5 122.

6 Plaintiff has hired legal counsel to prosecute his claim and is entitled to reasonable
7 attorney's fees and costs incurred in recovering plaintiff's terminal salary, pursuant to
8 ORS 652.200.

9 123.

10 Pursuant to ORS 82.110, plaintiff is entitled to post-judgment interest at the rate of nine
11 percent per annum.

12 WHEREFORE, plaintiff prays for judgment against Linfield as follows:

13 1. On plaintiff's First Claim for Relief:

- 14 a) A declaration that Linfield retaliated against plaintiff because he opposed
15 unlawful discrimination, harassment, sexual assault, and retaliation;
- 16 b) An award of economic damages in the amount to be determined at trial, but at
17 least \$3.5 million;
- 18 c) An award of noneconomic damages in the amount of at least \$500,000;
- 19 d) All appropriate equitable and injunctive relief;
- 20 e) Plaintiff's attorney fees, expert fees and costs incurred herein;
- 21 f) Prejudgment interest calculated at nine percent per annum.

22 2. On plaintiff's Second Claim for Relief:

- 23 a) A declaration that Linfield violated plaintiff's statutory right to report in good
24 faith information that he believed was evidence of a violation of a state or federal
25 law, rule, or regulation;
- 26 b) An award of economic damages in the amount to be determined at trial, but at

1 least \$3.5 million;

2 c) An award of noneconomic damages in the amount of at least \$500,000;

3 d) All appropriate equitable and injunctive relief;

4 e) Plaintiff's attorney fees, expert fees and costs incurred herein;

5 f) Prejudgment interest calculated at nine percent per annum.

6 3. On plaintiff's Third Claim for Relief:

7 a) A declaration that Linfield violated plaintiff's statutory right to disclose and
8 report information he reasonably believed was evidence of a violation of state
9 and/or federal laws, rules, or regulations;

10 b) An award of economic damages in the amount to be determined at trial, but at
11 least \$3.5 million;

12 c) An award of noneconomic damages in the amount of at least \$500,000;

13 d) All appropriate equitable and injunctive relief;

14 e) Plaintiff's attorney fees, expert fees and costs incurred herein;

15 f) Prejudgment interest calculated at nine percent per annum.

16 4. On plaintiff's Fourth Claim for Relief:

17 a) A declaration that Linfield unlawfully imposed upon plaintiff an agreement
18 prohibited under the Oregon Workplace Fairness Act;

19 b) An award of economic damages in the amount to be determined at trial, but at
20 least \$3.5 million;

21 c) An award of noneconomic damages in the amount of \$500,000;

22 d) All appropriate equitable and injunctive relief;

23 e) Plaintiff's attorney fees, expert fees and costs incurred herein;

24 f) Prejudgment interest calculated at nine percent per annum.

25 5. On plaintiff's Fifth Claim for Relief:

26 a) An award of economic damages in the amount to be determined at trial, but at

1 least \$83,251;

- 2 b) An award of statutory penalties in the amount of \$9,604.80
- 3 c) Plaintiff's attorney fees, expert fees and costs incurred herein;
- 4 d) Prejudgment interest calculated at nine percent per annum.
- 5 6. On plaintiff's Sixth Claim for Relief:
- 6 a) A declaration that Linfield breached its contract with plaintiff;
- 7 b) An award of economic damages in the amount to be determined at trial, but at
- 8 least \$3.5 million;
- 9 c) Plaintiff's attorney fees, expert fees and costs incurred herein;
- 10 d) Prejudgment interest calculated at nine percent per annum.
- 11 7. Any further or alternative relief in favor of plaintiff that the court deems appropriate.
- 12 8. Plaintiff demands a jury trial.

13

14 Dated: July 12, 2021.

15 BUCHANAN ANGELI ALTSCHUL
& SULLIVAN LLP

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20 *Attorneys for Plaintiff*