

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

RUEBEN DESCLOUX,
Plaintiff,
v.
TILLAMOOK FIRE DISTRICT, a public
employer located in Tillamook County, Oregon.
Defendant.

Case No. 25CV66536

COMPLAINT

Discrimination on the Basis of Age;
Whistleblower Retaliation; OFLA Retaliation;
Unpaid Wages; Wage Statement Violations;
Personnel Records Denial; Promissory Estoppel;
and Declaratory Relief

PRAYER FOR RELIEF: \$339,030

Filing Fee: \$594
Fee Authority: ORS 20.160(d): \$594

**NOT SUBJECT TO MANDATORY
ARBITRATION**

JURY TRIAL DEMANDED

Plaintiff Rueben Descloux, through his legal counsel, demands a jury trial and hereby alleges and states as follows:

1.

Plaintiff Rueben Descloux (“Plaintiff”) is an individual who, at all relevant times, was over the age of forty (40).

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PAGE 1 – COMPLAINT

2.

Defendant Tillamook Fire District (“Defendant” or “TFD”) is a public employer located in Tillamook County, Oregon.

3.

Plaintiff began employment with Defendant on or around July 1, 2004.

4.

Plaintiff served as Fire Marshal for Defendant and performed fire inspections, emergency response, emergency reporting, code enforcement, public safety inspections, and related duties.

5.

Plaintiff had extensive firefighting and fire inspection experience dating back to approximately 1990.

6.

Plaintiff was qualified to perform the essential functions of the Fire Marshal position at all relevant times.

7.

During Plaintiff's employment, Defendant employed fewer than ten paid employees but was a public employer subject to ORS Chapter 659A and ORS Chapter 652.

FIRST CLAIM FOR RELIEF

(Age Discrimination – ORS 659A.030(1)(a))

8.

Plaintiff was over the age of forty (40) at all relevant times.

9.

Plaintiff was one of the remaining employees over the age of forty at Defendant Fire District during the period leading up to June 2023.

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10.

Defendant subjected Plaintiff to adverse employment actions, including placing Plaintiff on paid administrative leave and constructively forcing his resignation.

11.

Plaintiff was placed on administrative leave on June 12, 2023, immediately upon returning from approved medical leave.

12.

Defendant initiated an investigation into Plaintiff for alleged policy violations.

13.

In or around November 2023, Plaintiff was cleared of all allegations arising from the investigation.

14.

Despite being cleared of wrongdoing, Defendant did not restore Plaintiff to active employment.

15.

Other similarly situated employees over the age of forty were terminated, forced to resign, or otherwise disciplined by Defendant.

16.

Younger employees were treated more favorably and were not subjected to the same adverse actions.

17.

Plaintiff's age was a substantial factor in Defendant's decision to place Plaintiff on administrative leave and in Defendant's failure to return Plaintiff to work.

18.

Plaintiff is entitled to recover back pay from date of adverse action June 12, 2023, through judgment, including lost wages and salary increases, lost benefits, including retirement contributions HRA VEBA, employer paid benefits, and front pay in lieu of reinstatement

1 (ORS 659A.885) in an amount according to proof at trial but not less than \$25,000.

2 **19.**

3 Plaintiff is entitled to non-economic damages in the form of emotional distress, anxiety and
4 mental suffering, loss of dignity and reputation according to proof but not less than \$150,000,
5 and equitable relief in the form of reinstatement if appropriate, correction of personnel records,
6 injunctive relief preventing future discrimination, attorney fees and costs (ORS 659A.885).

7

8 **SECOND CLAIM FOR RELIEF**

9 **(Whistleblower Retaliation – ORS 659A.199; ORS 659A.203)**

10 **20.**

11 Plaintiff incorporates paragraphs 1 through 19 as if fully set forth herein.

12 **21.**

13 Plaintiff engaged in protected whistleblowing activity during his employment with Defendant.

14 **22.**

15 In or around 2018, Plaintiff reported that then–Fire Chief Rick Adams altered timecards and
16 payroll records.

17 **23.**

18 Plaintiff reported those payroll irregularities to the Tillamook Fire District Board.

19 **24.**

20 In or around January 2020, Plaintiff reported sick leave violations by Fire Chief Daron Bement
21 to the Fire Board.

22 **25.**

23 In 2022, Plaintiff reported governance violations by Fire District Board Chair Tim Hamburger to
24 the Special Districts Association of Oregon (“SDAO”).

25 **26.**

26 Plaintiff’s whistleblowing activities were known to Defendant’s management and Board of
Directors.

27.

Plaintiff's whistleblowing activities were discussed at Fire Board meetings attended by Defendant's representatives and SDAO personnel.

28.

Defendant subjected Plaintiff to adverse employment actions after these reports, including placing him on administrative leave and initiating an investigation.

29.

Defendant discouraged Plaintiff from associating with other current and former employees who had filed whistleblower complaints or lawsuits against Defendant.

30.

Defendant's adverse employment actions were causally connected to Plaintiff's whistleblowing activities.

31.

Under ORS 659A.885, Plaintiff is entitled to recover back pay from the date of adverse action June 12, 2023, through judgment, including lost wages and salary increases, lost benefits, retirement contributions HRA VEBA, employer paid benefits, and front pay in lieu of reinstatement according to proof at trial but no less than \$25,000.

32.

Under ORS 659A.885, Plaintiff is entitled to non-economic damages in the form of emotional distress, anxiety and mental suffering, loss of dignity and reputation according to proof but no less than \$150,000; and equitable relief in the form of reinstatement if appropriate, correction of personnel records, injunctive relief preventing future discrimination, attorney fees and costs.

THIRD CLAIM FOR RELIEF

(Retaliation for Protected Medical Leave – ORS 659A.183; ORS 659A.186)

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33.

Plaintiff incorporates paragraphs 1-32 as if fully set forth herein.

34.

In or around May 27, 2023, Plaintiff took protected family medical leave to care for his father, who was experiencing a serious health condition.

35.

Defendant was aware that Plaintiff's leave was a protected medical leave.

36.

Prior to Plaintiff's leave, Defendant required Plaintiff to surrender his service-issued cellular phone, which also functioned as Plaintiff's personal phone.

37.

Defendant refused to allow Plaintiff to retain the phone during his leave, interfering with Plaintiff's ability to communicate with family during a medical emergency.

38.

Plaintiff returned from protected medical leave on June 12, 2023.

39.

On the same day Plaintiff returned from leave, Defendant placed Plaintiff on paid administrative leave.

40.

Defendant cited pretextual reasons for placing Plaintiff on administrative leave, including alleged phone data deletion and alleged associations with former employees.

41.

Plaintiff had not previously been disciplined for similar conduct.

42.

Plaintiff's use of protected medical leave was a substantial factor in Defendant's decision to place Plaintiff on administrative leave.

43.

Under ORS 659A.885, Plaintiff is entitled to recover back pay from date of adverse action June 12, 2023, through judgment, including lost wages and salary increases, lost benefits, including retirement contributions HRA VEBA, employer paid benefits, and front pay in lieu of reinstatement according to proof but no less than \$25,000.

44.

Under ORS 659A.885, Plaintiff is entitled to non-economic damages in the form of emotional distress, anxiety and mental suffering, loss of dignity and reputation according to proof but no less than \$100,000; and equitable relief in the form of reinstatement if appropriate, correction of personnel records, injunctive relief preventing future discrimination, attorney fees and costs.

FOURTH CLAIM FOR RELIEF

(Unlawful Withholding of Wages – ORS 652.140; ORS 652.150)

45.

Plaintiff incorporates paragraphs 1 through 44 as if fully set forth herein.

46.

Plaintiff resigned from his employment with Defendant on November 30, 2023.

47.

At the time of separation, Plaintiff had earned wages, accrued paid time off, compensatory time, and overtime.

48.

Plaintiff made a written demand for his final wages, accrued PTO, and wage statements on March 30, 2024.

49.

Defendant informed Plaintiff that he had already been paid and refused to discuss the matter further.

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50.

Defendant failed to pay Plaintiff's final wages within the time required by ORS 652.140.

51.

Plaintiff has not received payment for approximately 300 hours of accrued PTO and overtime.

52.

Defendant's failure to pay Plaintiff's final wages was willful.

53.

Under ORS 652.140 and 652.150, Plaintiff is entitled to recover accrued and unpaid Paid Time Off of 240 hours in the amount of \$12,138 and overtime of sixty (60) hours, equal to \$4,551.75 as well as compensatory time and where applicable sick time.

54.

Plaintiff is also owed penalty wages under ORS 652.150 at Plaintiff's regular daily rate of pay for thirty consecutive days equal to \$12,138.

55.

Plaintiff is entitled to recover prejudgment and post-judgment interest on an amount of unpaid wages according to proof but no less than \$28,827.75 as well as attorney fees and costs which are mandatory under ORS 652.200.

FIFTH CLAIM FOR RELIEF

(Failure to Provide Itemized Wage Statements – ORS 652.610; ORS 652.615)

56.

Plaintiff incorporates paragraphs 1 through 55 as if fully set forth herein.

57.

Defendant was required by law to provide Plaintiff with accurate and complete itemized wage statements.

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58.

Defendant failed to provide Plaintiff with wage statements from approximately June 2023 through November 2023.

59.

Defendant failed to provide Plaintiff with an itemized final wage statement.

60.

Defendant's failure to provide wage statements prevented Plaintiff from verifying pay, deductions, and accrued leave balances.

61.

Under ORS 652.610 Plaintiff may recover actual damages or \$200 per violation, whichever is greater as a result of Defendant's failure, which includes Plaintiff's inability to verify wages, and financial harm from delayed wage recovery.

62.

Under ORS 652.200, Plaintiff is entitled to recover attorney fees and costs.

SIXTH CLAIM FOR RELIEF

(Failure to Provide Personnel Records – ORS 652.750)

63.

Plaintiff incorporates paragraphs 1 through 62 as if fully set forth herein.

64.

On or about September 12, 2024, Plaintiff requested access to training records and personnel records maintained by Defendant.

65.

Plaintiff made the request for legitimate employment and reporting purposes.

66.

Defendant failed to respond to Plaintiff's request.

67.

On or about September 16, 2024, Plaintiff renewed his request for personnel records.

68.

On or about September 18, 2024, Defendant expressly denied Plaintiff access to his personnel records due to pending litigation.

69.

Defendant failed to provide the requested records within forty-five (45) days as required by ORS 652.750.

70.

Defendant's failure to provide records was intentional.

71.

Plaintiff was subsequently informed that all of training files that must be retained for OSHA and the files that had to be retained for him personally including everything from 1990 until December 1, 2023, were destroyed. Files included:

- a) College credits
- b) DPSST training records which the stack was four inches thick
- c) Vaccine records
- d) Awards, letters for commendation from Command Sergeant Major in Bosar
- e) Fire academy records
- f) FEMA records (Paper copy only, prior to online retention)
- g) College transcripts, training files Clark County Fire Districts 3 and 11, Netarts Oceanside Fire District, Tillamook Fire District.
- h) International Code Council (ICC) certifications, paper copy only certificates.
- i) Oregon Fire Marshal Association Certificates records paper only records are irreplaceable.

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72.

Defendant received a tort claim notice from Plaintiff on or about September 5, 2023, and thereafter destroyed Plaintiff's records.

73.

Records destroyed by Defendant are irreplaceable, personal, historical, governmental documents representing decades of work by the Plaintiff, including as illustrated in paragraph 71 his extensive training, experience, military service, commendations. These records transcend a time when records were maintained in paper copies only and therefore cannot be replaced.

74.

Defendants took no steps to preserve any of these vital records that were requested by Plaintiff and were highly valuable and important to Plaintiff's life, history and career.

75.

Defendants violated OAR 166-150-0160 (2)(9)(11)(12)(13)(18)(23)(24) by destroying Plaintiff's personnel records before six years had passed and demonstrated reckless disregard and malice toward Plaintiff in destroying these records.

76.

Plaintiff is entitled to recover the costs he will incur to replace the lost documents, including equitable relief from the Court ordering the Defendant to replace the lost items at the Defendant's expense, and correct any inaccuracies created in Plaintiff's records as a result of Defendant's actions according to proof, but no less than \$10,000.

77.

Further, Plaintiff is entitled to equitable relief by the Court ordering the production of the records, replacement of destroyed records by the Defendant obtaining replacement records from the issuing agencies to correct their actions and make the Plaintiff whole.

78.

Plaintiff is entitled to reasonable attorney fees and costs under statute and according to

1 intertwined claims (ORS 20.107).

2

3 **SEVENTH CLAIM FOR RELIEF**

4 **(Promissory Estoppel / Implied-in-Fact Contract)**

5 **79.**

6 Plaintiff incorporates paragraphs 1 through 78 as if fully set forth herein.

7 **80.**

8 Defendant, through counsel, proposed a settlement under which Plaintiff would resign his
9 employment.

10 **81.**

11 Defendant promised to pay Plaintiff his accrued compensatory time, PTO, sick leave, overtime,
12 and HRA VEBA contributions.

13 **82.**

14 Plaintiff reasonably relied on Defendant's promises.

15 **83.**

16 In reliance on Defendant's promises, Plaintiff resigned from his employment on November 30,
17 2023.

18 **84.**

19 However, Defendant failed to pay the promised consideration.

20 **85.**

21 Plaintiff suffered economic harm as a result of Defendant's failure to honor the promises.

22 **86.**

23 Injustice can be avoided only by enforcement of Defendant's promises, however with the
24 destruction of Plaintiff's records, it is likely impossible for Defendant to perform.

25 **87.**

26 Defendant failed to fully perform therefore voided the agreement, partial payment of wages is

1 not consideration because wages were owed at separation regardless and were not due
2 consideration for Plaintiff to surrender rights.
3

4 **EIGHTH CLAIM FOR RELIEF**

5 **(Declaratory Relief – ORS 28.010 et seq.)**

6 **88.**

7 Plaintiff incorporates paragraphs 1 through 87 as if fully set forth herein.

8 **89.**

9 Defendant has engaged in a continuing pattern of retaliatory and discriminatory conduct against
10 employees over the age of forty and against whistleblowers.

11 **90.**

12 Multiple current and former employees of Defendant have filed lawsuits, whistleblower
13 complaints, or administrative charges alleging similar conduct.

14 **91.**

15 Defendant has approved multiple settlements related to employment disputes involving age
16 discrimination and retaliation in the last five years.

17 **92.**

18 Defendant's conduct reflects a pattern and practice of unlawful employment practices.

19 **93.**

20 An actual controversy exists between Plaintiff and Defendant regarding Plaintiff's rights under
21 Oregon employment statutes.

22 **94.**

23 Defendant repudiated settlement terms after Plaintiff partially performed by resigning, failed to
24 sign the agreement for four months, or tender the written agreement to Plaintiff's counsel, or pay
25 full amount of wage and benefits owed, Defendant destroyed Plaintiff's irreplaceable records,
26 and damaged his reputation.

95.

Plaintiff seeks a judicial declaration regarding the enforceability, rescission, or voiding of the purported settlement agreement.

NINTH CLAIM FOR RELIEF

(Reasonable Attorney Fees and Costs)

96.

Plaintiff incorporates paragraphs 1 through 95 as if fully set forth herein.

97.

Plaintiff brings claims under ORS Chapters 659A.885 and 652.200 and 20.107.

98.

Plaintiff is entitled to recover reasonable attorney fees, costs, and disbursements pursuant to ORS Chapters 659A.885 and 652.200 and 20.107.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Rueben Descloux respectfully requests that judgment be entered in his favor and against Defendant Tillamook Fire District as follows:

A. Compensatory Damages

For compensatory damages recoverable under ORS Chapter 659A for Defendant's unlawful employment practices, including age discrimination, whistleblower retaliation, and retaliation for protected medical leave, in an amount to be proven at trial, including:

1. Back pay, including lost wages and salary from the date of adverse employment action through judgment;
2. Lost employment benefits, including retirement contributions, HRA VEBA contributions, and other employment-related benefits;
3. Front pay, in lieu of reinstatement, if reinstatement is not feasible;

4. Non-economic damages, including emotional distress, anxiety, humiliation, loss of dignity, and damage to professional reputation.

B. Statutory Wage Damages (Distinct and Non-Overlapping)

For wage-and-hour damages under ORS Chapter 652, separate and distinct from the compensatory damages above:

1. Unpaid wages, including unpaid overtime, accrued paid time off, compensatory time, and any other earned compensation;
2. Penalty wages pursuant to ORS 652.150, equal to up to thirty (30) days of wages at Plaintiff's regular daily rate, for Defendant's willful failure to timely pay final wages;
3. Prejudgment interest on all unpaid wages as allowed by law.

C. Statutory and Equitable Relief

1. For **declaratory relief** pursuant to ORS Chapter 28, declaring the rights and obligations of the parties, including a declaration regarding the enforceability, rescission, or voiding of any purported settlement agreement;
2. For **equitable relief** as permitted by ORS 659A.885, including:
 - a. Reinstatement, if appropriate;
 - b. Front pay in lieu of reinstatement;
 - c. An order requiring Defendant to correct Plaintiff's personnel records;
 - d. An order requiring Defendant to produce Plaintiff's complete personnel and training records.

D. Attorney Fees and Costs

For reasonable attorney fees, **costs**, and disbursements pursuant to ORS 659A.885, ORS 652.200, ORS 20.107, and any other applicable provision of Oregon law.

E. Interest

For prejudgment and post-judgment interest as allowed by law.

F. Further Relief

For such other and further relief as the Court deems just and equitable.

JURY DEMAND

Pursuant to Article I, section 17 of the Oregon Constitution and ORCP 47, Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 16th day of December 2025.

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