

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

THOMAS MCGOWAN,

Plaintiff,

v.

CITY OF ASHLAND, an Oregon
municipality,

Defendant.

Case No. 25CV66716

COMPLAINT

ORS 654.062, ORS 657B.060, ORS
657B.070, ORS 659A.030(1)(f), ORS
659A.109, ORS 659A.112, ORS 659A.199,
ORS 659A.203(1)(b)

**Claims *Not* Subject to Mandatory
Arbitration**

REQUEST FOR JURY TRIAL

Prayer: \$1,250,000

Filing fee: \$884 per ORS 21.160(1)(d)

Plaintiff Thomas McGowan (“Plaintiff”) makes the following complaint against
Defendant the City of Ashland (the “City” or “Defendant”):

PARTIES & VENUE

1.

Plaintiff is an individual and a resident of Josephine County, Oregon.

2.

The City is a municipal government incorporated under the laws of the State of Oregon
located in Jackson County, Oregon. The City is responsible for ensuring that all its facilities,
systems, and departments, including its Ashland Fire & Rescue (“AFR”) department, comply with

1. federal and state discrimination laws. The City is liable for the tortious conduct of its agents and
2. employees pursuant to ORS 30.265(1).

3. 3.

4. Sabrina Cotta (“Cotta”) was at all times relevant to this Complaint Defendant’s chief
5. executive through her role as Ashland City Manager.

6. 4.

7. Marshall Rasor (“Rasor”) was for a period relevant to this Complaint the Interim Fire Chief
8. of AFR.

9. 5.

10. This Court is the appropriate venue pursuant to ORS 14.050(2) and ORS 14.080 because
11. the cause of action arose in Jackson County and because Defendant is a resident of Jackson County.

12. **FACTUAL ALLEGATIONS**

13. 6.

14. Plaintiff has a distinguished 27-year career in firefighting, which began in 1998.

15. 7.

16. In 2023, the Fire Chief of AFR, Ralph Sartain (“Sartain”), recruited Plaintiff to join AFR.
17. Plaintiff and Sartain had previously worked together at the Medford Fire Department.

18. 8.

19. In or around October 2023, Plaintiff began his employment as Division Chief for Training
20. at AFR.

21. 9.

22. As Division Chief, Plaintiff reported directly to the Operations Chief, which at the time
23. was Rasor.

1. 10.

2. From early in his service as Division Chief, Plaintiff was subject to persistent verbal abuse
3. and disparagement from Rasor. While not exhaustive, some examples included Rasor yelling,
4. slamming doors, and clenching his teeth when communicating with Plaintiff. Rasor also falsely
5. told both Plaintiff and others that Plaintiff had poor job performance, was poorly regarded by his
6. peers, and did not know how to stay in his lane.

7. 11.

8. The City has an administrative policy called the Workplace Violence Prevention Policy
9. (Policy No. 2007.10.09) (the “Policy”). The Policy prohibits verbal violence that is intended to
10. cause psychological harm, including intimidating, belligerent, harassing, and bullying behavior.
11. Plaintiff believed that Rasor’s actions were in violation of the Policy.

12. 12.

13. Because Rasor’s actions were hostile, harassing, and derogatory, Plaintiff also believed
14. that Rasor’s actions violated laws prohibiting a hostile work environment.

15. 13.

16. Based on his genuine belief that Rasor’s actions violated the Policy and applicable law,
17. Plaintiff reported Rasor’s actions to Sartain.

18. 14.

19. On information and belief, Sartain did not relay Plaintiff’s report(s) to City management
20. for resolution. Instead, Sartain hoped he could resolve the matter himself by removing Rasor as
21. Plaintiff’s supervisor. Therefore, Sartain restructured the role of Division Chief to report directly
22. to the Fire Chief—Sartain himself—rather than to the Operations Chief—Rasor.

1. 15.

2. Despite this change, Plaintiff continued to suffer verbal abuse and outbursts of anger from
3. Rasor.

4. 16.

5. Sartain decided to retire effective in or around March 2025. Sartain was concerned about
6. Rasor being appointed as Sartain's interim replacement and thus continuing his abusive behavior
7. toward Plaintiff. Therefore, at that time, Sartain decided to pass along Plaintiff's reports against
8. Rasor to Cotta.

9. 17.

10. Despite Sartain relaying Plaintiff's reports about Rasor, Cotta and the City apparently made
11. no effort to investigate Rasor's misconduct, as neither Plaintiff nor Sartain were interviewed or
12. made aware of any other investigative efforts.

13. 18.

14. Shortly after Sartain retired and relayed Plaintiff's reports about Rasor's misconduct to
15. Cotta City management, Rasor was appointed as the Interim Fire Chief of AFR.

16. 19.

17. Rasor assumed the Interim Fire Chief role on or around April 2, 2025.

18. 20.

19. Plaintiff suffers from long-term physical damage to the rotator cuff in his left shoulder,
20. which substantially limits his ability to lift and reach, and for which he has had past surgical
21. intervention. After a period of dormancy, these limitations flared up in or around the late summer
22. of 2024.

21.

On or around April 7, 2025, Plaintiff informed Rasor that he would need another shoulder surgery in the following May or June, for which Plaintiff would use Paid Leave Oregon (“PLO”) benefits, and that he would attempt to schedule the surgery outside of AFR’s busy wildfire season.

22.

However, Plaintiff told Rasor he planned to have the surgery prior to July 1, 2025, after which some discretionary medical leave benefits from AFR, which were in addition to Plaintiff’s PLO benefits, would expire.

23.

Rasor told Plaintiff to take medical leave according to Plaintiff’s and Plaintiff’s family’s needs, and not to worry about AFR’s interests.

24.

However, on or around April 10, 2025, Cotta and Rasor presented Plaintiff with a letter terminating Plaintiff’s employment effective July 1, 2025. According to the letter, Plaintiff was being laid off for budgetary reasons.

25.

At the time of Plaintiff’s termination, there were multiple open positions at the AFD for which Plaintiff was qualified, including a battalion chief position, two firefighter positions, and the Operations Chief position that Rasor had just vacated.

26.

Plaintiff and the labor union representing AFD firefighters informed Rasor that Plaintiff would be interested in one of those open positions, but Rasor refused to consider re-hiring Plaintiff.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.

27.

On or around May 14, 2025, Plaintiff’s counsel sent a letter to the City pursuant to ORS 30.275 giving notice that Plaintiff would assert claim(s) for damages against the City based on the time, place, and circumstances set forth in this Complaint.

28.

As a result of the actions taken by Defendant, Plaintiff has suffered damages, including but not limited to economic damages, such as lost wages, benefits, and other income, and noneconomic damages, including pain, suffering, and emotional distress. Plaintiff also continues to accrue attorney fees and costs in pursuing this action.

CLAIMS FOR RELIEF

Count One
ORS 659A.030(1)(f)
Retaliation for Opposing Unlawful Employment Practices

29.

Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

30.

ORS 659A.030(1)(f) makes it is an unlawful practice for any person to “discharge expel or otherwise discriminate against any other person because that other person has opposed any unlawful practice” under Chapter 659A of the Oregon Revised Statutes.

31.

Defendant violated ORS 659A.030(1)(f) by, without limitation, subjecting Plaintiff to adverse terms and conditions of employment, including termination, based on Plaintiff’s reporting and/or opposing unlawful employment practices.

1. 32.

2. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
3. 659A.885.

4. **Count Two**
5. **ORS 659A.199**
6. **Whistleblower Retaliation**

7. 33.

8. Plaintiff re-alleges and incorporates by reference the prior paragraphs of this Complaint.

9. 34.

10. ORS 659A.199 makes it an unlawful employment practice for an employer to retaliate or
11. discriminate against an employee with regard to promotion, compensation or other terms,
12. conditions or privileges of employment because the employee has in good faith reported
13. information that the employee believes is evidence of a violation of law.

14. 35.

15. Defendant violated ORS 659A.199 by, without limitation, subjecting Plaintiff to adverse
16. terms and conditions of employment, including termination, because of Plaintiff's good faith
17. report(s) that Plaintiff believed to be evidence of a violation of law.

18. 36.

19. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
20. 659A.885.

21. **Count Three**
22. **ORS 659A.203(1)(b)**
23. **Public/Nonprofit Employer Whistleblower Retaliation**

24. 37.

Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

1. 38.

2. ORS 659A.203(1)(b) makes it an unlawful employment practice for any public or non-
3. profit employer to “prohibit any employee from disclosing, or take or threaten to take disciplinary
4. action against an employee for the disclosure of any information the employee reasonably believes
5. is evidence of a violation of any federal, state or local rule or regulation by the public or non-profit
6. employer” or “Mismanagement, gross waste of funds or abuse of authority[.]”

7. 39.

8. Defendant is a public employer.

9. 40.

10. Defendant violated ORS 659A.203 by, without limitation, subjecting Plaintiff to adverse
11. terms and conditions of employment, including termination, because of Plaintiff’s good faith
12. reporting of illegal employment practices by Defendant.

13. 41.

14. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
15. 659A.885.

16. **Count Four**
17. **ORS 654.062**
18. **Workplace Safety Retaliation**

19. 42.

20. Plaintiff re-alleges and incorporates by reference the prior paragraphs of this Complaint.

21. 43.

22. The Oregon Occupational Safety and Health Act (“OSHA”) prohibits discriminating or
23. retaliating against an employee because the employee reported or opposed in good faith conduct
24. that created an unsafe or unhealthy work environment. ORS 654.062(5).

1. 44.

2. Defendant violated ORS 654.062(5) by, without limitation, subjecting Plaintiff to adverse
3. terms and conditions of employment, including termination, because Plaintiff reported or opposed
4. unsafe working conditions, including workplace bullying and harassment by Rasor.¹

5. 45.

6. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
7. 654.062(6)(d) and ORS 659A.885.

8. **Count Four**
9. **ORS 657B.060(4), ORS 657B.070(1)(a)-(b)**
10. **Paid Leave Oregon Denial/Interference**

11. 46.

12. Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

13. 47.

14. Plaintiff was an eligible employee under PLO, the Oregon medical leave program
15. contained in Oregon Revised Statutes Chapter 657B, because Plaintiff earned at least \$1,000 in
16. wages during the relevant base year. *See* ORS 657B.010(12).

17. 48.

18. PLO provides up to 12 weeks per year of medical leave for an eligible employee. 657B.020.
19. Medical leave is leave “that is made necessary by the individual’s own serious health condition.”
20. ORS 657B.010(20).

21. ¹ *See* Sansone, Randy A., and Lori A. Sansone. “Workplace bullying: a tale of adverse
22. consequences.” *Innovations in clinical neuroscience* vol. 12, 1-2 (2015): 32-7 (abstract), *available*
23. *at* <https://pmc.ncbi.nlm.nih.gov/articles/PMC4382139>. “Medical consequences of workplace
24. bullying may include an increase in health complaints such as neck pain, musculoskeletal
complaints, acute pain, fibromyalgia, and cardiovascular symptoms. Finally, socioeconomic
consequences of workplace bullying may include absenteeism due to sick days and
unemployment.”

1. 49.

2. PLO makes it unlawful for an employer to “deny leave or interfere” with an employee’s
3. PLO rights, ORS 657B.070(1)(b), or to discriminate against an eligible employee who has invoked
4. their rights under PLO, ORS 657B.070(1)(a), ORS 657B.060(4).

5. 50.

6. Defendant violated ORS 657B.070(1)(a)-(b) and ORS 657B.060(4) by, without limitation,
7. subjecting Plaintiff to adverse terms and conditions of employment, including termination, based
8. on Plaintiff’s request for, use of, or attempted use of, leave under PLO.

9. 51.

10. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
11. 657B.070(2)(a) and ORS 659A.885(1).

12. **Count Five**
13. **ORS 657B.070(1)(c)**
14. **Paid Leave Oregon Retaliation**

15. 52.

16. Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

17. 53.

18. PLO, via ORS 657B.070(1)(c), makes it unlawful for an employer to retaliate or
19. discriminate against an employee because that employee has inquired about or invoked the
20. provisions of PLO.

21. Defendant violated ORS 657B.070(1)(c) by, without limitation, subjecting Plaintiff to
22. adverse terms and conditions of employment, including termination, based on Plaintiff’s request
23. for, use of, or attempted use of, leave under PLO.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.

54.

In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS 657B.070(2)(a) and ORS 659A.885(1).

Count Six
ORS 659A.112
Disability Discrimination — Disparate Treatment

55.

Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

56.

ORS 659A.112(1) makes it “an unlawful employment practice for any employer to refuse to hire, employ or promote, to bar or discharge from employment or to discriminate in compensation or in terms, conditions or privileges of employment on the basis of disability.”

57.

At all material times, Plaintiff had a disability as defined by ORS 659A.104. Plaintiff could perform the essential functions of Plaintiff’s job, with or without accommodation.

58.

Defendant violated ORS 659A.112 by, without limitation, subjecting Plaintiff to adverse terms and conditions of employment, including termination, based on Plaintiff’s disability or need for accommodations.

59.

In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS 659A.885.

1. **Count Seven**
2. **ORS 659A.112**

3. **Disability Discrimination — Failure to Accommodate a Disability**

4. 60.

5. Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

6. 61.

7. ORS 659A.112(2)(e) makes it unlawful for an employer to “not make reasonable
8. accommodation to the known physical or mental limitations of a qualified individual with a
9. disability[.]”

10. 62.

11. Defendant violated ORS 659A.112 by, without limitation, failing to engage in the
12. interactive process to determine reasonable accommodations for Plaintiff’s disability or failing to
13. make such accommodations.

14. 63.

15. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
16. 659A.885.

17. **Count Eight**
18. **ORS 659A.109**

19. **Retaliation for Invoking Disability-Related Rights**

20. 64.

21. Plaintiff re-alleges and incorporates by reference the prior paragraphs of this complaint.

22. 65.

23. ORS 659A.109 makes it unlawful to discriminate or retaliate against an employee who
24. invokes the disability-related rights and protections contained in ORS 659A.103 to ORS
659A.145, including the right to request reasonable disability accommodations.

1. 66.

2. Defendant violated ORS 659A.109 by, without limitation, subjecting Plaintiff to adverse
3. terms and conditions of employment, including termination, on the basis of Plaintiff's invocation
4. of disability-related rights, including requesting accommodation(s).

5. 67.

6. In addition to damages, Plaintiff is entitled to costs and attorney fees pursuant to ORS
7. 659A.885.

8. **DEMAND FOR JURY TRIAL**

9. 68.

10. Plaintiff demands a jury trial on all claims and issues to the extent allowed under the law.

11. **PRAYER FOR RELIEF**

12. 69.

13. WHEREFORE, Plaintiff requests the following judgments against and relief from
14. Defendant:

15. (a) Economic damages not to exceed \$750,000;
16. (b) Non-economic damages not to exceed \$500,000;
17. (c) Reasonable costs and attorney fees, including as authorized by ORS
18. 657B.070, ORS 659A.885, and ORS 20.107;
19. (d) Appropriate equitable relief, including a permanent injunction enjoining
20. Defendant from engaging in any employment practice which discriminates on the bases
21. alleged in this Complaint;
22. (e) Pre-judgment and post-judgment interest as appropriate and allowed by
23. law;
- 24.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.

(f) On all claims, as applicable, amounts necessary to offset the income tax consequences of receiving a lump sum payment, rather than receiving payment of wages over the applicable timeframe;

(g) All such other relief as this Court may deem proper.

DATED: December 17, 2025

Respectfully Submitted:

MEYER EMPLOYMENT LAW

s/Michael Owens

Robert K. Meyer, OSB No. 086470

robert@oregonworkplacelaw.com

Michael Owens, OSB No. 104720

mike@oregonworkplacelaw.com

Of Attorneys for Plaintiff