

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOSHUA WELLER)	
)	
Plaintiff,)	Case No.
)	
vs.)	
)	
PARAMEDIC SERVICES OF ILLINOIS, INC., a corporation, Village of Lincolnwood, a municipal corporation, and JANE AND JOHN DOES #1-10, individuals, organizations, corporations, or other legal entities whose names are presently unknown,)	
)	
Defendants.)	JURY DEMAND

COMPLAINT

Plaintiff Joshua Weller (“Plaintiff” or “Mr. Weller”), by and through his counsel, Law Offices of Daniel Zemans, LLC, states for his Complaint against Paramedic Services of Illinois, Inc. (hereinafter referred to as “PSI”), the Village of Lincolnwood (“the Village”), and John Does #1-10, collectively referred to as “Defendants,” as follows:

INTRODUCTION

1. Plaintiff Joshua Weller worked for PSI as a Firefighter/Paramedic for approximately six years, and his most recent and final assignment was at the Village of Lincolnwood Fire Department.

2. He regularly received positive performance reviews and pay increases.

3. Almost immediately after starting at Lincolnwood, Mr. Weller discovered two significant problems. First, widespread discrimination against Firefighter/Paramedic Chloe Martinez, the lone woman who worked on Weller’s shift. Second, ongoing abuse of prescription

drugs by a superior officer while on duty that put the health and safety of patients, coworkers and the public at risk.

4. Mr. Weller stood up to the mistreatment of Ms. Martinez, and his co-workers and superior officers responded by retaliating against him by harassing him, eventually terminating his employment.

5. Mr. Weller voiced his concerns about his superior officer's drug problem and the safety concerns it raised and was told, even though it was common knowledge, that nothing could be done without proof. When Mr. Weller provided proof and PSI terminated his employment.

6. Following the termination of Mr. Weller's employment, other unknown individuals defamed Mr. Weller by making false statements about Mr. Weller's professional integrity, made false allegations of sexual misconduct, and falsely accused Mr. Weller of committing a crime.

7. Defendant Village of Lincolnwood and unknown individuals willfully interfered with Mr. Weller's contract by spreading misinformation in an effort to end his employment with PSI and to prevent his likely return to employment with PSI.

8. As a result of Defendant's actions, Mr. Weller has suffered significant financial loss, reputational harm, emotional distress and damage to his relationship with his fiancé.

THE PARTIES

9. Plaintiff Joshua Weller is a male citizen of Illinois.

10. Mr. Weller filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") and the Illinois Department of Human Rights ("IDHR") on April 12, 2017, (EEOC No. 440-2017-03171), within 300 days of the commission of the

discriminatory employment practices at issue. The EEOC issued a Right-to-Sue letter on July 11, 2017. Copies of both EEOC documents are attached as Exhibit A.

11. Defendant PSI is incorporated in Illinois and is headquartered in Schiller Park, Illinois. Defendant's primary business is providing contractual paramedic services, primarily to Municipal and Fire Protection Districts.

12. At all material times, Defendant PSI has employed fifteen or more employees and has been an employer within the definition of 42 U.S.C. § 2000e-(b).

13. Defendant Village of Lincolnwood is a municipal corporation located in this judicial district.

JURISDICTION AND VENUE

14. Jurisdiction is invoked under 28 U.S.C. § 1331 because this case involves federal questions arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, ("Title VII").

15. This Court has supplemental jurisdiction over the state law claims pursuant to 29 U.S.C. § 1367.

16. This action properly lies in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1391(b), in that Mr. Weller lives in and performed his employment duties primarily within this District, all of the claims arose in this District, and most, if not all of the relevant witnesses are located in this District.

FACTS

Background

17. Mr. Weller began working for PSI on or around October 28, 2010 and, over the next six years, received regular raises and positive performance reviews.

18. PSI provides contractual paramedic and fire services, primarily to Municipal and Fire Protection Districts.

19. On or around December 8, 2015, PSI transferred Mr. Weller to the Lincolnwood Fire Department

20. The Village of Lincolnwood outsources its paramedic and fire services to PSI but retains the authority to force PSI to remove any PSI employee from their assignment at Lincolnwood.

Facts Primarily Related to Title VII and IDHR Claims

21. After Mr. Weller found out he was being transferred to Lincolnwood but before he started working there, Lieutenant Bryan Graham told him that Firefighter/EMT Chloe Martinez, the sole woman on the Black shift, was a “massive bitch” and that Mr. Weller should report her to his superiors if she caused any problems.

22. Immediately upon starting at Lincolnwood, Mr. Weller quickly realized that, in the eyes of PSI coworkers and officers, Ms. Martinez’s only problem was that she was a woman in a fire department in which supervisors and coworkers thought it was okay for them to degrade and harass her on a regular basis.

23. For example, Mr. Weller heard Deputy Chief Ray White refer to Ms. Martinez as a “whiny bitch” and routinely make jokes in front of her referencing “BBC,” a common pornographic abbreviation for “big black cock.”

24. Mr. Weller heard Lieutenant Cesar Canchola regularly refer to Ms. Martinez as “the bitch” and he heard Lieutenant Jeff Szczech call her “useless.”

25. Mr. Weller heard Battalion Chief James Barnett brazenly talk to Ms. Martinez about her breasts.

26. To be clear, the discriminatory treatment and harassment of Ms. Martinez was not limited to one or two rogue individuals at PSI. This was widespread behavior that was effectively sanctioned by the company.

27. When Ms. Martinez was interviewed prior to starting her position at PSI in Lincolnwood, Chief Hansen told her he was worried she would cause sexual tension, that she would eventually have a sexual relationship with a coworker, and she should not try to seduce anyone at work.

28. On Ms. Martinez's first day at Lincolnwood, Battalion Chief John Jaeger asked her if she was sleeping with her then-Lieutenant, James Barnett, a rumor that Keith Dawson and Joe Jarzembowski later admitted they started.

29. Faced with the choice of joining in the mistreatment of Ms. Martinez or treating her with the respect she deserved, Mr. Weller opted for the latter, and made it clear to his coworkers and supervisors their behavior was unacceptable.

30. In response to Mr. Weller's efforts to get his male coworkers and superior officers to treat Ms. Martinez with respect, Battalion Chief James Barnett described Mr. Weller as "Chloe [Martinez] with a penis" and Firefighter Keith Dawson referred to Mr. Weller as Ms. Martinez's guard dog.

31. Unfortunately, the retaliation against Mr. Weller was not limited to mocking him about defending Ms. Martinez. PSI leadership and Mr. Weller's coworkers expanded their harassment to include Mr. Weller.

32. They repeatedly spread entirely false rumors alleging that Weller was having a sexual affair with Ms. Martinez even though they knew it was not true and that he was and continues to be engaged to a woman he publicly refer to as my wife.

33. Among the more egregious comments were those asking Mr. Weller whether he had gotten Ms. Martinez pregnant yet; asking him to bring in videos of he and Martinez having sex, and, while on duty and in violation of the supposed cell phone policy, texting pornographic images to him and asking if the images depicted the type of sexual activity he and Ms. Martinez engaged in.

34. To be clear, this was not just coworkers misbehaving on their own; supervisors were aware of what was going on and joining in on harassing and retaliating against Mr. Weller.

35. For example, on or around May 12, 2016, Barnett told Mr. Weller that Deputy Chief Ray White claimed Martinez and Weller had sexual intercourse in the parking lot that night, a blatantly false statement. Three days later, Deputy Chief White repeated the false statement to Lieutenant Bryan Graham.

36. The lies about Mr. Weller's relationship with Ms. Martinez became sufficiently widespread that Mr. Weller's fiancé heard about them, causing problems in their relationship and severe emotional harm to Mr. Weller.

37. In May 2016, Mr. Weller emailed Chief Hansen directly regarding the constant retaliation and harassment he was enduring.

38. In an effort to protect PSI, someone from the company went into Mr. Weller's email account and deleted that email. However, PSI's counsel, Brian Holman, has admitted to Mr. Weller that he has seen the email.

39. Mr. Weller followed up with Chief Hansen that week in person and Chief Hansen assured him that he would hold an officers' meeting and address the matter. That meeting never happened and not only did the behavior not change, it actually got worse

40. For example, not long after the meeting, Chris Ritzler, one of Mr. Weller's co-workers, pushed Mr. Weller's bed next to Ms. Martinez's and covered both beds with a single blanket. Mr. Weller reported the incident to Lieutenant Bryan Graham, who was the supervisor at the time, Mr. Graham refused to even go into another room to look at the beds, let alone do anything about it.

41. Later, Mr. Ritzler admitted what he did and faced no disciplinary action whatsoever.

42. In June 2016, Mr. Weller called into the station and told Keith Dawson that he would not be coming in the next morning, Mr. Dawson turned to Ms. Martinez, in front of their coworkers, and said, "Your boyfriend just called off. What are you plans tomorrow Chloe?"

43. On or around July 11, 2016, Mr. Weller told Battalion Chief Barnett that Ms. Martinez would be coming in that night to pick up some equipment, Barnett immediately replied, "Ask her if she wants to have a threesome."

Facts Primarily Related to Retaliatory Discharge and Illinois Whistleblower Act Claims

44. Almost immediately upon starting at Lincolnwood, Mr. Weller heard rumors about Lieutenant Jeff Szczech's well-known abuse of prescription narcotics.

45. This is not a case where there were one or two isolated comments whispered in back rooms. To call Szczech's drug problem an open secret would be understating how well-known it was.

46. Szczech's drug problem is something Weller heard about from, among others, Battalion Chief Jim Barnett, Firefighter/Paramedic Martinez, and Firefighter/Paramedic Jim Aageson. For example, Battalion Chief Barnett told Weller that Lt. Szczech had been using pain

pills for years due to a back injury and that Barnett periodically had to wake Lt. Szczech up while on duty, including while out on calls.

47. When Weller started at Lincolnwood, Szczech was out on disability due to back surgery, but once he came back, Weller discovered that the rumors were, unfortunately, all too true.

48. Weller and his colleagues, who are trained in being able to recognize when people are under the influence of narcotics, routinely saw that Lt. Szczech was unfit for duty.

49. Szczech often slept at his desk and moved far too slowly to meet the demands of a job where speed and awareness can mean the difference between life and death. In one instance, Mr. Weller and Mr. Aageson timed Lt. Szczech getting dressed in firefighting equipment, a process that is expected to take 90 seconds or less but took Szczech over five minutes.

50. On multiple occasions, Battalion Chief Barnett walked by the bay floor and commented to Weller and others that he had monitored Szczech's NORCO (hydrocodone bitartrate and acetaminophen) supply and seen that Szczech was taking more than one should while on duty. Barnett explained that monitoring the extent of Szczech's abuse was the only way he could keep Weller and the rest of the shift safe.

51. When Weller saw that Szczech was still allowed to serve as a primary patient caregiver, the leading company officer on Engine 15, and even co-pilot the Tower, he spoke up. Weller and others went to Barnett to express their fears about the risk to them and the public due to Lt. Szczech's drug abuse.

52. Barnett replied that the issue had been reported to Chief Hansen and Deputy Chief White multiple times and nothing had come of it. Barnett instructed them to take photographs and/or video to document Lt. Szczech's problems.

53. On or around March 22, 2016, Weller saw Lt. Szczech taking medication. Weller was scheduled to work on the engine that day with Lt. Szczech and was concerned about his personal safety as well as that of the public, so he approached Barnett about his concerns.

54. Barnett once again acknowledged how problematic Szczech's behavior was, but reiterated that PSI would not take action without proof.

55. Throughout that day, while on duty, Lt. Szczech was clearly under the influence of his medication; he was lethargic, slurred his words, and dozed off periodically while on duty.

56. On or around April 6, 2016, Engine 15 went to the Northeastern Illinois Public Safety Training Academy (NIPSTA) for a training drill. Chief Michael Fox, the lead instructor at the training, expressed his concerns about Szczech's behavior, noting that he was nodding off during the training and that he was unable to stand after the drills.

57. Mr. Weller sent a text about this issue to Battalion Chief Barnett, who responded that he was in Chief Hansen's office and he showed Hansen the text. Nothing was done.

58. Three days later, on April 9, 2016, Weller was told, during a conversation with EMS Coordinator Keith Dawson and Jim Aageson about an incident in which Lt. Szczech abandoned his crew inside a burning structure in which a floor collapsed. Dawson explained he had told Chief Hansen about the incident but that his concerns were ignored. Understandably, Weller was horrified by this.

59. On or around April 11, 2016, almost every member of the Black shift met with Lt. Cesar Canchola, who asked them to write down their concerns about Szczech so that Canchola could bring them to Chief Hansen. Canchola stated that Szczech had been having these problems for years but that complaints had fallen on deaf ears. When Weller and others followed up with

Canchola, he said that he turned their written concerns over to Chief Hansen and that he didn't know why Chief Hansen was doing nothing about it.

60. On or around July 11, 2016, Szczech was responsive for driving the reserve ambulance, which received a call that day for a 7-year-old girl. While Szczech was initiating care, he began to nod off. Weller saw this and then saw Szczech get into the driver's seat to drive the girl to Swedish Covenant Hospital.

61. It is Illinois public policy that public safety officers not abuse narcotics while on duty.

62. EMTs deal with life-threatening situations regularly and it is imperative they not be under the influence of narcotics while on duty as it endangers the lives of their coworkers and members of the public who need their help.

63. Driving while under the influence of drugs is a crime in Illinois, 625 ILCS 5/11-501.

64. The Illinois Emergency Medical Services (EMS) Systems Act provides that emergency personnel may be suspended if "the continuation in practice by the individual or entity would constitute an imminent danger to the public." 210 ILCS 50/3.40(c).

65. That night, Weller saw that Szczech left out two pill bottles with his name on them, one for Norco 10-325, and one for Xanax. Because Weller was aware the side effects of those drugs were the type routinely displayed by Szczech, including earlier day when Szczech exhibited total disregard for the safety of his patient, his coworkers, and the public by driving the ambulance, and because Battalion Chief Barnett had explicitly requested pictures, Weller took photos of the bottles and sent them to EMS Coordinator Keith Dawson and Mr. Dawson did not respond.

PSI Retaliates Against Mr. Weller and Terminates His Employment

66. On July 14, 2017, less than a month after Mr. Weller final complaint about the harassment of and retaliation against him for standing up for Ms. Martinez, and just 3 days after he gave PSI the proof about Lt. Szczech's drug problem that Battalion Chief Barnett requested, PSI terminated Mr. Weller's employment.

67. Chief Hansen and Deputy Chief Ray White told Mr. Weller that his employment was terminated. They claimed he was terminated for violating a cell phone policy and for violating HIPAA.

68. When Weller tried to explain that he only took pictures because he'd been instructed to do so and that he was concerned about the safety risk inherent in Lt. Szczech's drug abuse, he was told to leave the firehouse immediately.

69. Chief Hansen and Deputy Chief White then handed Mr. Weller a box of his personal belongings and told him he was no longer allowed on the property. Whoever gathered Mr. Weller's personal effects did so without his permission, destroyed some of his property, and threw some out.

70. In August 2016, Mr. Weller returned to PSI at their request to be interviewed regarding an internal investigation of allegations made by Ms. Martinez about the harassment she endured at PSI. The interview was conducted by PSI's outside counsel, Brian Holman, who is also the son-in-law of PSI's Human Resources Director, Ray McGovern.

71. Mr. Weller told Mr. Holman details of the discrimination and retaliation he endured regarding Chloe Martinez.

72. Also during that meeting, Mr. Holman acknowledged that he had read the email Mr. Weller sent to Chief Hansen detailing the retaliation Mr. Weller was enduring at work. Mr.

Weller has requested a copy of the email from Mr. Holman and Mr. Hansen, but those requests have been ignored.

PSI's Stated Rationales for Terminating Mr. Weller are Plainly Pretextual

73. PSI has offered two different justifications for terminating Mr. Weller, both of which are plainly pretextual.

74. First, PSI claims that when Mr. Weller took pictures of Mr. Szczech's medicine, he violated the company cell phone policy prohibiting the use of cell phones while on duty. The fact is that every single person on Mr. Weller's shift, both peers and superior offices, routinely used their cell phones for all sorts of activities including phone calls, photography, surfing the internet, sending text messages, watching videos and posting on social media while on duty and none of them were ever even reprimanded, let alone punished.

75. The second claim is that Mr. Weller somehow violated HIPAA when taking pictures of Lt. Szczech's medication, a demonstrably false claim. First, HIPAA does not apply to Mr. Weller vis-à-vis Mr. Szczech. Second, even if it did, there is a clear exemption to HIPAA for whistleblowing. 45 C.F.R. § 164.502(j). Without question, Weller believed in good faith that Szczech's behavior violated professional and clinical standards and endangered patients, coworkers and the public and he disclosed his beliefs to the proper authorities.

76. The retaliation against Mr. Weller did not end with the termination of his employment. After his employment was terminated, Keith Dawson and Battalion Chief Barnett spread knowingly false rumors that Mr. Weller was romantically involved with a Lincolnwood police officer named Emily Fields.

77. Additional PSI employees spread other false rumors about Mr. Weller, including the lie that there was video footage of Mr. Weller and Ms. Martinez engaged in sexual intercourse in the Lincolnwood Fire Department parking lot.

Defamation and Tortious Interference

78. At some point in 2016, the Village of Lincolnwood initiated an investigation into false allegations against Mr. Weller.

79. At no point during that investigation did anyone from the Village inform Mr. Weller that he was under an investigation, nor did anyone from the Village interview Mr. Weller.

80. Without hearing from Mr. Weller, the Village claimed to have found that Mr. Weller engaged in misconduct.

81. Pursuant to the contract between the Village and PSI, the Village had the right to insist that any PSI employee assigned to the Village be removed from that assignment.

82. Mr. Weller does not know at this point when the Village and/or as yet unknown employees at the Village first falsely accused Mr. Weller of misconduct.

83. On September 9, 2016, long after Mr. Weller's employment was terminated, PSI claimed, without offering any proof, that the Village of Lincolnwood conducted an investigation and claimed Mr. Weller made inappropriate comments to an unnamed female police officer at the Village that were "sexually harassing in nature."

84. In December 2016, in response to a request for Mr. Weller's personnel file, Mr. Weller was given a copy of a memo written from the Village claiming that Mr. Weller had engaged in unprofessional conduct and that the Village did not want Mr. Weller assigned to Lincolnwood.

85. Given that the Village knew that Mr. Weller's employment had been terminated more than a month before sending that memo, it was clearly done for no legitimate reason whatsoever and was a willful and wanton attempt to malign Mr. Weller's professional reputation and to interfere with his employment contract with PSI.

86. At no point did Mr. Weller ever say anything inappropriate to any police officer at the Village and he certainly never said or did anything that could reasonably be considered sexual harassment.

87. Mr. Weller could not have known about the defamatory statements made about him during the Village's so-called investigation prior to September 9, 2016.

88. The Village and any individuals who impugned Mr. Weller in regards to his professional or sexual conduct or accused him of committing a crime did so with malice and did so outside the scope of their duties in hopes of interfering with his contract.

89. PSI terminated Mr. Weller's employment without affording him the protections granted in his collective bargaining agreement by inaccurately categorizing him as a probationary employee, and he therefore had a reasonable expectation that he would be rehired at PSI even if he would have been reassigned to a different fire department than Lincolnwood.

Intentional Infliction of Emotional Distress

90. By fostering an environment in which coworkers were free to harass and publicly attack Mr. Weller, tacitly endorsing their claims, by routinely making inaccurate allegations about Mr. Weller, and by terminating his employment, Defendant PSI consciously disregarded the probability that its actions would cause Mr. Weller emotional distress.

91. Mr. Weller suffered severe emotional distress, problems in his relationship with his fiancé, anxiety, and humiliation as a result of Defendant PSI's actions.

Count I: Defendant's Violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., for Gender Discrimination (Against PSI)

92. Mr. Weller restates and realleges the allegations of paragraphs 1 through 92 as if fully restated herein.

93. Mr. Weller is male, making him a member of a protected class.

94. Defendant PSI is an employer and Mr. Weller is an employee under Title VII of the Civil Rights Act of 1964.

95. Defendant PSI expected its male employees to join in the culture of discriminating against harassing Chloe Martinez, a female.

96. When Mr. Weller refused, he was routinely harassed and mocked, including but not limited to, being referred to as "Chloe with a penis," having his and Ms. Martinez's beds pushed together and covered with one blanket, and being subjected to graphic sexual innuendos and pornographic materials.

97. Defendant terminated Mr. Weller's employment for not conforming to the gender norms put in place by Defendant PSI.

98. Defendant PSI's conduct described herein was done with malice or reckless disregard for Mr. Weller's rights under Title VII.

99. As a direct and proximate result of the Defendant's conduct, Mr. Weller has suffered damages, including but not limited to, lost wages, lost benefits, loss of status and self-esteem, incidental damages, and pain and suffering in the form of emotional distress, anxiety, embarrassment and humiliation.

**Count II: Defendant's Violation of Title VII of the Civil Rights Act of 1964,
42 U.S.C. § 2000e *et seq.*, for Unlawful Retaliation
(Against PSI)**

100. Mr. Weller restates and realleges the allegations of paragraphs 1 through 92 as if fully restated herein.

101. Defendant PSI is an employer and Mr. Weller is an employee under Title VII of the Civil Rights Act of 1964.

102. Mr. Weller reasonably believed that Chloe Martinez was subjected to sex discrimination and harassment by PSI.

103. Mr. Weller expressed his concerns to PSI's management and PSI retaliated against him first by expanding its harassment to include Mr. Weller and then terminating Mr. Weller's employment.

104. Mr. Weller's complaint to, among others, Chief Michael Hansen, constituted protected activity under Title VII.

105. Due to the temporal proximity between Mr. Weller's complaints of discrimination and the PSI's harassment of and termination of Mr. Weller, a causal connection exists which evidences the PSI's retaliatory motive towards Mr. Weller.

106. PSI engaged in the aforesaid retaliatory acts with malice or with reckless indifference to Mr. Weller's federally protected rights under Title VII.

107. As a direct and proximate result of the Defendant's conduct, Mr. Weller has suffered damages, including but not limited to, lost wages, lost benefits, loss of status and self-esteem, incidental damages, and pain and suffering in the form of emotional distress, anxiety, embarrassment and humiliation.

**Count III: Defamation Per Se
(Against Jane and John Does #1-10)**

108. Mr. Weller restates and realleges the allegations of paragraphs 1 through 92 as if fully restated herein.

109. As yet unidentified individuals made false statements accusing Mr. Weller of sexually harassing a Lincolnwood police officer, which is a crime, indicates a lack of integrity in performing his employment duties, and harms him in his profession.

110. To the extent they were made by municipal employees, the statements were well outside the scope of their duties and were made willfully and with malice

111. Mr. Weller had no way of knowing those public statements had been made until September 9, 2016 when he was told by PSI.

112. As yet unidentified individuals made comments about Mr. Weller falsely accusing him of engaging in adultery or fornication.

113. There is no reasonable way to interpret these public comments about Mr. Weller other than as a malicious attack on Mr. Weller that has injured his reputation.

114. At all relevant times, the individuals knew the statements were false and defamatory, acted in reckless disregard of these matters, or acted negligently in failing to ascertain them.

WHEREFORE, Plaintiff Joshua Weller respectfully requests the entry of judgment in his favor and against Jane and John Does #1-10 as follows:

- A. Awarding Mr. Weller compensatory damages to be proven at trial;
- A. Awarding Mr. Weller punitive damages;
- B. Injunctive relief in the form of a permanent injunction that prohibits Defendant from publishing false and defamatory statements that relate or refer to Mr. Weller, including but

not limited to any statement or insinuation that Mr. Weller engaged in any professional or sexual misconduct;

C. Such other and further relief as may be just in law and in equity.

Count IV: Common Law Retaliatory Discharge
(against PSI)

115. Mr. Weller restates and realleges the allegations of paragraphs 1 through 92 as if fully restated herein.

116. Mr. Weller was, at all relevant times, an employee of PSI.

117. Mr. Weller reasonably believed that his coworker was violating the law and endangering the safety of coworkers, patients, and members of the public by abusing narcotics while on duty.

118. Mr. Weller raised his concerns to multiple supervisors at PSI.

119. In response, PSI subjected Mr. Weller to a pattern of harassment leading up to and including termination in retaliation for reporting his concerns.

WHEREFORE Plaintiff Joshua Weller respectfully requests the entry of judgment in his favor and against Defendant PSI as follows:

A. An award of lost wages with interest to be proven at trial;

B. Punitive damages; and

C. Such other and further relief as may be just in law and in equity.

Count V: Tortious Interference with Contract
(against Village of Lincolnwood and Jane and John Does #1-10)

120. Mr. Weller restates and realleges the allegations of paragraphs 1 through 92 as if fully restated herein.

121. Mr. Weller had an employment agreement with PSI and was part of a collective bargaining agreement between PSI and his union.

122. The Village and the Does were aware of those contracts.

123. By making knowingly false statements, the Village and the Does intentionally caused PSI to breach their employment agreement with Mr. Weller and the collective bargaining agreement to which Mr. Weller was a party.

124. The breach of those contracts caused damages to Mr. Weller.

125. In making those false statements, the Village and the Does engaged in willful and wanton conduct.

WHEREFORE, Plaintiff Joshua Weller respectfully requests the entry of judgment in his favor and against Defendant the Village of Lincolnwood and Jane and John Does #1-10 as follows:

- A. Awarding Mr. Weller compensatory damages to be proven at trial;
- B. Awarding Mr. Weller punitive damages to the extent the law allows; and
- C. Such other and further relief as may be just in law and in equity.

Count VI: Intentional Infliction of Emotional Distress
(against PSI)

126. Mr. Weller restates and realleges the allegations of paragraphs 1 through 92 as if fully restated herein.

127. Senior leadership of PSI engaged in a multi-month campaign of harassment and retaliation against Mr. Weller.

128. By fostering an environment in which coworkers were free to harass and publicly attack Mr. Weller, tacitly endorsing their claims, and by routinely making inaccurate allegations

about Dr. Pennington's, Defendant PSI consciously disregarded the probability that its actions would cause Mr. Weller emotional distress.

129. Mr. Weller suffered severe emotional distress, problems in his relationship with his fiancé, anxiety, and humiliation as a result of Defendant PSI's actions.

WHEREFORE, Plaintiff Joshua Weller respectfully requests the entry of judgment in his favor and against Defendant PSI as follows:

- D. Awarding Mr. Weller compensatory damages to be proven at trial;
- E. Awarding Mr. Weller punitive damages; and
- F. Such other and further relief as may be just in law and in equity.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

Dated: August 30, 2017

JOSHUA WELLER

/s/ Daniel Zemans

By: One of His Attorneys

Daniel Zemans (Attorney #6284309)
The Law Offices of Daniel Zemans, LLC
4542 N. Sheridan Road, #2
Chicago, IL 60640
Phone: (773) 706-7767
Email: dzemans@zemans-law.com

Exhibit A

EEOC Form 161-B (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Joshua Weller
c/o Daniel Zemans, Esq.
The Law Offices of Daniel Zemans, LLC
500 N. Michigan Avenue, Suite 600
Chicago, IL 60611

From: Chicago District Office
500 W. Madison St.
Suite 2000
Chicago, IL 60661

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.7(a))

Table with 3 columns: EEOC Charge No., EEOC Representative, Telephone No.
440-2017-03171, Janel Smith, Investigator, (312) 869-8136

(See also the additional information enclosed with this form.)

TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost.

- More than 180 days have passed since the filing of this charge.
[X] Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
[X] The EEOC is terminating its processing of this charge.
The EEOC will continue to process.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

Julianne Bowman, District Director

8/11/17
(Date Mailed)

Enclosure(s)

cc: PARAMEDIC SERVICES OF ILLINOIS, INC.

C/O Brian R. Holman
Holman & Stefanowicz, LLC
233 S. Wacker Dr., Suite 5620
Chicago, IL 60606

CHARGE OF DISCRIMINATION

AGENCY

CHARGE NUMBER

This form is affected by the Privacy Act of 1974. See Privacy act statement before completion of this form.

FEPA
 EEOC

440-2017-03171

Illinois Department of Human Rights, and EEOC
State or local Agency, if any

NAME (Include M., M., Mrs.)

Joshua Weller

HOME TELEPHONE (Include Area Code)

(312) 728-8660

STREET ADDRESS

7017 W. Newport Ave.

CITY STATE AND ZIP CODE

Chicago, IL 60634-3684

DATE OF BIRTH

07/20/1982

NAME(S) OF THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below)

NAME

Paramedic Services of Illinois, Inc.

NUMBER OF EMPLOYEES,
MEMBERS
50+

TELEPHONE (Include Area Code)

(847) 473-4900

STREET ADDRESS

9815 W. Lawrence Ave

CITY STATE AND ZIP CODE

Schiller Park, IL 60176

COUNTY

Cook

NAME

NUMBER OF EMPLOYEES,
MEMBERS

TELEPHONE (Include Area Code)

STREET ADDRESS

CITY STATE AND ZIP CODE

COUNTY

CAUSE OF DISCRIMINATION BASED ON (check appropriate box(es))

DATE DISCRIMINATION TOOK PLACE

EARLIEST (DATE/PA) LATEST (DATE)

RACE

COLOR

SEX

RELIGION

NATIONAL ORIGIN

7/14/2016

RETALIATION

AGE

DISABILITY

OTHER
Pregnancy Act

CONTINUING ACTION

THE PARTICULARS ARE (if more than space is needed, attach extra sheets.)

Please see attached.

RECEIVED EEOC

APR 12 2017

CHICAGO DISTRICT OFFICE

State of Illinois
County of Cook

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

(X) I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

SIGNATURE OF COMPLAINANT

DATE

Sworn to and subscribed to before the undersigned notary public on and for said subdivision this _____ day of _____, 2016.

Notary Public

I declare under penalty of perjury that the foregoing is true and correct.

Date: 4/3/17

Party: _____

Charge of Discrimination of Josh Weller

1. I was employed by Paramedic Services of Illinois, Inc. (hereinafter "PSI") from on or around October 28, 2010 until I was terminated on July 14, 2016.
2. IPS provides contractual paramedic services, primarily to Municipal and Fire Protection Districts.
3. During my tenure at PSI, I was undeniably a successful employee who met or exceeded all performance expectations. I received numerous raises and positive performance reviews and was even recommended for paramedic of the year.
4. I believe my employment was terminated in retaliation for my speaking out against gender discrimination and sexual harassment in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* and The Civil Rights Act of 1866, 42 U.S.C. § 1981.
5. After five years working as an EMT for PSI, I was transferred to work at the Lincolnwood Fire Department on or around December 8, 2015.
6. Immediately upon starting at Lincolnwood, I became aware of longstanding PSI-sanctioned discrimination of Firefighter/EMT Chloe Martinez, the sole woman on the Black shift.
7. Deputy Chief Ray White, who regularly referred to Ms. Martinez as a "whiny bitch," routinely made jokes in front of her referencing "BBC," a common pornographic abbreviation for "big black cock."
8. Lieutenant Cesar Canchola regularly referred to Ms. Martinez as "the bitch" while Lieutenant Jeff Szczech called her "useless," and Battalion Chief James Barnett brazenly questioned Ms. Martinez about her breasts.
9. To be clear, the discriminatory treatment and harassment of Ms. Martinez was not limited to one or two rogue individuals at PSI. This was widespread behavior that was effectively sanctioned by the company.
10. Faced with the choice of joining in the mistreatment of Ms. Martinez or treating her with the respect she deserved, I opted for the latter.
11. Despite my best efforts to get my male colleagues and supervisors change their behavior, they continued to harass Ms. Martinez and expanded their harassment to include me.
12. They repeatedly spread entirely false rumors alleging that I was having an affair with Ms. Martinez even though they knew it was not true and that I was and am engaged to a woman I publicly refer to as my wife.

13. Among the more egregious comments were those asking me whether I had gotten Martinez pregnant yet; asking me to bring in videos of me and Martinez having sex, and, while on duty and in violation of the supposed cell phone policy, texting pornographic images to me and asking if the images depicted the type of sexual activity Martinez and I engaged in.
14. To be clear, this was not just coworkers; supervisors were engaging in this behavior. For example, one evening when I told Battalion Chief Barnett that Martinez would be coming in that night to pick up some equipment, Barnett immediately replied by saying, "Ask her if she wants to have a threesome."
15. In another instance, on or around May 12, 2016, Barnett told me that Deputy Chief Ray White claimed Martinez and I had sexual intercourse in the parking lot that night, a blatantly false statement. Three days later, Deputy Chief White repeated the false statement to Lieutenant Bryan Graham
16. False rumors got back to my fiancé, causing problems in our relationship and inflicting substantial emotional damage on me.
17. In May 2016, I emailed Chief Hansen directly regarding the constant retaliation and harassment. I had learned that people at PSI were spreading knowingly false information outside of the Lincolnwood Fire Department.
18. I followed up with Chief Hansen that week in person and Chief Hansen assured me that he would hold an officers' meeting and address the matter. That meeting never happened and not only did the behavior not change, it actually got worse.
19. For example, not long after the meeting, I discovered that someone pushed my and Martinez's beds together and covered them with a single blanket.
20. Moreover, when I went to print the email he'd sent to Chief Hansen, he discovered that someone had deleted the email. I then asked Chief Hansen for a copy of the letter and that was ignored.
21. On July 14, 2016, PSI terminated my employment.
22. Following my employment, PSI has continued to publicly falsely accuse me of personal and professional misconduct.
23. PSI's mistreatment of me has caused me to suffer considerable financial and emotional damages that continue to accrue.