

1 **JENNY L. FOLEY, Ph.D., ESQ.**  
 Nevada Bar No. 9017  
 2 E-mail: jfoley@hkm.com  
 3 **HKM EMPLOYMENT ATTORNEYS LLP**  
 1785 East Sahara, Suite 300  
 4 Las Vegas, Nevada 89104  
 Tel: (702) 805-8340  
 5 Fax: (702) 805-8340  
 6 *Attorneys for Plaintiff*

7 **UNITED STATES DISTRICT COURT**  
 8 **DISTRICT OF NEVADA**

9 ERIC SCHEUMANN, an Individual,  
 10 Plaintiff,

**CASE NO.:**

11 vs.

**COMPLAINT AND JURY DEMAND**

12 CITY OF LAS VEGAS, LAS VEGAS FIRE  
 13 & RESCUE; INTERNATIONAL  
 14 ASSOCIATION OF FIREFIGHTERS  
 LOCAL 1285, a Union; DOES I -X; ROE  
 15 CORPORATIONS I -X.  
 16 Defendant.

17 The Plaintiff Eric Scheumann (“Plaintiff”) by and through his attorney, Jenny L. Foley,  
 18 Ph.D., Esq. of HKM Employment Attorneys LLP hereby complains and alleges as follows:

19 **JURISDICTION**

20 1. This is an action for damages arising under Title VII of the Civil Rights Act of  
 21 1964 (“Title VII”) (sexual harassment and unlawful retaliation), 42 U.S.C. §2000e to 2000e-  
 22 17; NRS 613.330(1)), 42 U.S.C. §1983 Equal Protection; and NRS 613.340,et.seq., as well as  
 23 for Negligent/Intentional Infliction of Emotional Distress, and for Breach of the Duty of Fair  
 24 Representation against Defendant Union pursuant to NRS Chapter 288.

25 2. This Court has primary jurisdiction over claims set forth herein pursuant to 28  
 26 U.S.C. § 1331 (federal question), 28 U.S.C. §1343(a) (4) (civil rights action), 42 U.S.C. §2000e-  
 27 5(f) (3) (unlawful discrimination and retaliation in employment), and 29 U.S. Code § 185 (suits  
 28

1 by and against labor organizations). Additionally, this Court has supplemental jurisdiction over  
2 any state law claims pled herein pursuant to 28 U.S.C. §1367.

3 3. Upon information and belief, all material allegations relative to the named  
4 defendants contained in this Complaint occurred in the State of Nevada, Clark County.  
5 Therefore, venue properly lies in the southern division of the United States Court for the District  
6 of Nevada pursuant to 28 U.S.C. §1391(b)(2).

7 4. At all relevant times, Defendants City of Las Vegas Fire & Rescue and  
8 Defendant International Association of Fire Fighters each were engaged in interstate commerce  
9 and each employed 20 or more employees for each working day during each of the 20 or more  
10 calendar workweeks in the current or preceding calendar year, and are therefore subject to the  
11 provisions of the statutes outlined herein.

12 **EXHAUSTION OF ADMINISTRATIVE REMEDY**

13 5. On or about January 2, 2018, Plaintiff initiated the process of filing a Charge of  
14 Discrimination against his employer, the Defendant(s) named in this action with the Equal  
15 Employment Opportunity Commission (“EEOC”).

16 6. On or about April 28, 2021, Plaintiff received his “Notice of Right to Sue” from  
17 the EEOC.

18 7. Less than 90 days have passed since the date of mailing of the “Notice of Right  
19 to Sue.” This action is timely filed pursuant to 42 U.S.C. § 2000e-5(f).

20 8. Prior to filing this action, Plaintiff exhausted his administrative remedy on all  
21 claims pled hereunder.

22 **PARTIES**

23 9. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
24 fully set forth herein.

25 10. Plaintiff is a citizen of the State of Nevada and a resident of Clark County,  
26 Nevada.

27 11. At all relevant times, Defendant City of Las Vegas Fire & Rescue (hereinafter,  
28 “LVFR”) is a Nevada municipality organized under the laws of the State of Nevada and did so

1 operate in Nevada and exist herein during all events complained of in this action.

2 12. Defendant LVFR is an employer within the jurisdictional coverage of Title VII  
3 of the Civil Rights Act of 1964.

4 13. Defendant International Association of Fire Fighters (hereinafter, “Defendant  
5 Union”) is a union within the jurisdictional coverage of Title VII of the Civil Rights Act of  
6 1964 and had a union representation agreement with Plaintiff.

7 14. Doe Defendants I through X inclusive and Roe Corporation Defendants A  
8 through Z inclusive, are unknown at the present time and thus sued by Plaintiff in such fictitious  
9 names. Plaintiff alleges that said Defendants are in some manner responsible for the damages  
10 sustained by Plaintiff and that said Defendants will be named with peculiarity once their  
11 identities are known. At such time, Plaintiff will seek leave of court to sate more fully herein  
12 the names and acts of said Defendants.

13 **GENERAL ALLEGATIONS**

14 15. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
15 fully set forth herein.

16 16. Plaintiff began working for the City of Las Vegas, Las Vegas Fire and Rescue  
17 on approximately October 14, 2002, as a Firefighter trainee before becoming a Fire Engineer  
18 and Firefighter.

19 17. For nearly fifteen years Plaintiff never experienced any issues with coworkers  
20 until one began violating LVFR policy, which Plaintiff reported and then was retaliated against  
21 for doing so.

22 18. On or about August 17, 2017, Bill Winder, Plaintiff’s fellow co-worker,  
23 explained to Plaintiff that he had been talking to a local woman who had been coming into their  
24 workplace, Fire Station 9, and spending a lot of time with her.

25 19. Mr. Winder stated that he had sex with this individual in TV room.

26 20. Plaintiff said to Mr. Winder that he should not be doing that, and that he could  
27 lose his job because of this actions with the female individual.

28 21. Mr. Winder, upon information and belief, responded, “dude, it’s fine, Captain

1 Vanek knows,” or something similar to that effect.

2 22. On August 21, 2017, during Plaintiff’s work shift, he observed Mr. Winder’s  
3 dorm room that had the curtain closes.

4 23. While near the dorm room, Plaintiff called out to Mr. Winder, but he got no  
5 reply.

6 24. However, Plaintiff did hear noises that sounded like individuals shuffling around  
7 and then sounds of kissing, which caused him to conclude that Mr. Winder was in there with  
8 the female.

9 25. After a delay in responding, Mr. Winder attempted to make small talk through  
10 the closed curtains.

11 26. However, shortly thereafter, Mr. Winder and the female exited the dorm and  
12 approached Plaintiff for an uncomfortable introduction, since Mr. Winder was violating policy  
13 by having her there.

14 27. Plaintiff continued working while Mr. Winder and the female continued to spend  
15 time together, which included sitting in the TV room with the lights off.

16 28. Plaintiff immediately complained to Captain Ruben Sanchez about Mr.  
17 Winder’s sexual conduct and misbehavior.

18 29. Captain Sanchez responded that he would talk to Mr. Winder after the female  
19 visitor left.

20 30. However, not only did the female remain throughout Mr. Winder’s entire shift,  
21 but the visitor and his daughter joined the crew and staff for dinner at around 5:30 p.m.

22 31. During dinner, the daughter showed the crew a sexually explicit screenshot of a  
23 man’s testicles eclipsing the sun that was on his phone.

24 32. Mr. Winder then took his phone and showed the rest of the crew who were at  
25 dinner.

26 33. Captain Sanchez was present during the dinner and completely ignored the  
27 ongoing inappropriate and sexual behavior.

28 34. Following dinner, Mr. Winder continued inappropriately interacting with the

1 visitor, including taking a photo next to the fire-engine and posting on social media.

2 35. Upon starting a training session, Mr. Winder grabbed the female visitor and  
3 escorted her into the living quarters of the fire station, and a few minutes later, Plaintiff observed  
4 Mr. Winder and the visitor inside of Mr. Winder's room with the curtains closed again.

5 36. After witnessing such inappropriate and ongoing behavior by Mr. Winder,  
6 Plaintiff went to Captain Sanchez once again.

7 37. Plaintiff explained to Captain Sanchez that Mr. Winder's continued sexual  
8 conduct and misbehavior was inappropriate and offensive, especially since the female's  
9 daughter was present.

10 38. Plaintiff further expressed that if Captain Sanchez was not going to take the  
11 appropriate immediate action, he was going to contact Fire Station 9 Battalion Chief Moore.

12 39. Captain Sanchez responded by telling Plaintiff to calm down and that he would  
13 address Mr. Winder's conduct.

14 40. After a few minutes, Captain Sanchez approached Plaintiff and stated that he  
15 had gotten Mr. Winder and the female out of Mr. Winder's room and that he would talk to Mr.  
16 Winder once the visitor left.

17 41. Nevertheless, upon information and belief, Plaintiff complained to Chief Moore  
18 over the course of several text messages that outlined the ongoing sexual misbehavior by  
19 Winder throughout the shift.

20 42. Plaintiff also complained to Chief Moore that Captain Sanchez was neglecting,  
21 at best, his responsibility to take appropriate and immediate action to correct Mr. Winder's  
22 inappropriate and sexual conduct.

23 43. Upon information and belief, Chief Moore, via text, not only acknowledged  
24 Plaintiff's observations, but he also indicated that Mr. Winder's conduct was unacceptable and  
25 that he would contact Captain Sanchez to address his failure to take immediate action.

26 44. Upon information and belief, Captain Sanchez received a called from Chief  
27 Moore, and once concluded, Captain Sanchez approached Plaintiff and stated that the female  
28 visitor would leave soon.

1           45. Plaintiff and the crew continued to work outside the presence of Winder and the  
2 visitor, who remained in the living quarters of the fire-station.

3           46. Sometime thereafter, the female visitor and his daughter left the fire-station.

4           47. Captain Sanchez then approached Plaintiff and told Plaintiff that he had spoken  
5 to Mr. Winder about his conduct.

6           48. Captain Sanchez, upon information and belief, attempted to rationalize Mr.  
7 Winder's behavior by stating that "Bill [Mr. Winder] is having some tough times with his  
8 divorce and had a recent breakup," or something similar to the same effect.

9           49. Plaintiff responded that it did not justify Mr. Winder's inappropriate behavior,  
10 and, upon information and belief, Captain Sanchez agreed.

11           50. On or about August 22, 2017, Plaintiff spoke with Chief Moore again, who  
12 reiterated that Mr. Winder's conduct was entirely unacceptable and that he had contacted  
13 Battalion Chief Suarez, Captain Sanchez's Battalion Chief, to discuss how Captain Sanchez  
14 had handled the situation.

15           51. Chief Moore, upon information and belief, ended the call with Plaintiff by  
16 stating that he was glad Plaintiff had done the right thing and wished more people would do the  
17 same.

18           52. On or about August 25, 2017, during a conversation regarding Mr. Winder's  
19 inappropriate sexual conduct, Chief Suarez stated that Plaintiff had technically followed the  
20 rules and followed policy.

21           53. However, upon information and belief, Chief Suarez then contradicted his  
22 previous statement by stating that Plaintiff should have instead confronted Mr. Winder and not  
23 report his conduct up the chain of command, which is in accordance with LVFR policy.

24           54. Upon information and belief, Plaintiff responded that he did not want to make  
25 the incident a public matter, which is why he reported it to his superior, but Chief Suarez replied  
26 that it was too late because people were already talking about it, seemingly blaming Plaintiff  
27 adherence to policy for Mr. Winder's conduct.

28           55. On or about August 28, 2017, Plaintiff began experiencing constant harassment

1 and retaliation by LVFR's senior management.

2 56. Upon information and belief, Captain Vanek and Captain Sanchez began  
3 assuming Plaintiff of lying and spreading rumors about the events of August 21, 2017.

4 57. Upon information and belief, Captain Sanchez threatened and attempted to  
5 intimidate Plaintiff multiple times by stating to him, "I am [Captain Sanchez] telling you that  
6 if you are talking, shut the fuck up!"

7 58. On or about September 11, 2017, Plaintiff complained to Louisa Tuilagi in  
8 Human Resources (HR) that he was being subjected to sexual harassment and retaliation.

9 59. Upon information and belief, Ms. Tuilagi indicated that she was going to address  
10 Plaintiff's complaint with Chief Miramontes.

11 60. On or about September 13, 2017, at Chief Miramontes' request, Plaintiff  
12 submitted a detailed statement of the incident and the ongoing harassment resulting from the  
13 incident that would be addressed in a subsequent meeting.

14 61. On or about September 19, 2017, Plaintiff met with Chief Miramontes and  
15 Deputy Chief Kessler, and they reviewed Plaintiff's statements with him providing  
16 clarifications.

17 62. Upon information and belief, Chief Miramontes and Deputy Chief Kessler not  
18 only expressed their gratitude for Plaintiff doing the right thing, but they also assured him that  
19 his identity as the reporting individual would be protected.

20 63. Upon information and belief, Chief Kessler even gave Plaintiff a photo of a  
21 fireman with the caption, "I will have the courage to stand up for what is right, just, and  
22 honorable even if it makes me a target for your criticism."

23 64. Upon information and belief, since this meeting, Chief Kessler was excluded  
24 from any further involvement in the investigation process.

25 65. On the same day, September 19, 2017, Plaintiff was approached by Captain Eric  
26 Littman, also the Union President, who expressed a high degree of animosity toward Plaintiff,  
27 which had never occurred prior to Plaintiff filing his internal complaint of discrimination.

28 66. Upon information and belief, it is widely believed and acknowledged that

1 Captain Littman, Captain Sanchez, and Chief Suarez are good friends.

2 67. Moreover, upon information and belief, not only did Captain Littman admit to  
3 Plaintiff that he had previously blocked Plaintiff from getting a temporary position in city hall,  
4 but he used that admission to harass further harass Plaintiff by implying that he could and would  
5 continue to negatively impact Plaintiff's career.

6 68. Shortly thereafter, on September 20, 2017, Plaintiff was summoned into Chief  
7 Miramontes' office, but while waiting to see Chief Miramontes, he received a Facebook  
8 message from a reporter from the Las Vegas Review Journal ("RJ") requesting to talk to  
9 Plaintiff regarding a story for which he might be involved.

10 69. Immediately thereafter, Plaintiff met with Chief Miramontes who informed him  
11 that several individuals had been contacted by the media and that is why they needed to speak.

12 70. Plaintiff assured Chief Miramontes that he had only sent his statement to him,  
13 who then, upon information and belief, stated that he had forwarded the statement to Chief  
14 McDonald, Chief Kessler, Deputy Chief Vigil, as well as the Director of HR, Dan Tarwater,  
15 but no one else.

16 71. Upon information and belief, Chief Miramontes then stated, "we have no idea  
17 how this got out. I am sorry, and we have no idea what happens from here."

18 72. Upon information and belief, in less than 24 hours, the Las Vegas RJ had  
19 Plaintiff's detailed statement that he had only provided to Chief Miramontes.

20 73. On or about September 21, 2017, the RJ published an article titled "Sex, cover-  
21 up at Las Vegas fire station alleged in document."

22 74. Portions of the information mentioned in the article are identical to the detailed  
23 statement Plaintiff had provided to LVFR senior management.

24 75. Since the release of Plaintiff's detailed statement, he experienced an increase in  
25 hostility and retaliation from his coworkers and LVFR management.

26 76. Specifically, Plaintiff was being ostracized by his fellow coworkers and  
27 provided no support from both his coworkers and senior management.

28 77. Upon information and belief, LVFR's senior management ostracized Plaintiff in

1 an attempt to cover up the cultural history of discrimination throughout the department.

2 78. In addition, because of the nature of work, the hostile work environment and  
3 unsupportive behavior from his coworkers and senior management is especially dangerous,  
4 which has adversely affected Plaintiff's health.

5 79. As a result, Plaintiff had to seek medical treatment.

6 80. Upon information and belief, Plaintiff attempted to timely grievance regarding  
7 the sexual harassment and retaliation he was experiencing on the job with Defendant Union.

8 81. However, upon information and belief, Defendant Union representatives had  
9 made it clear to Plaintiff that if he did file a grievance that it would be dead in the water and go  
10 nowhere.

11 82. Moreover, upon information and belief, Defendant Union presented to Plaintiff  
12 that he would not be represented by them.

13 83. Upon information and belief, Union President Eric Littman even stated to the  
14 crew on or about December 10, 2021, that he would not represent Plaintiff because he had  
15 attacked a "model employee."

16 84. Upon information and belief, Defendant Union also interfered with Human  
17 Resources' investigation into the matter.

18 85. Specifically, upon information and belief, Defendant Union had representatives,  
19 Captain Bobbera and Union VP Todd Ingalsbee, that would coach the witnesses and crew  
20 members on what to say in their HR interviews.

21 86. This occurred not only in Plaintiff's presence, but directly in front of him.

22 87. Upon information and belief, the coached testimony of the witnesses directly  
23 impacted the investigation into the matter at hand.

24 88. Plaintiff was dismissed from all apparatus project management duties.

25 89. LVFR, upon information and belief, told a group of personnel in a meeting that  
26 Plaintiff had resigned from these duties, when he had in fact not resigned.

27 90. Furthermore, Plaintiff's leave of absence request was also denied, when it, upon  
28 information and belief, had been given to other individuals who had not complained of such

1 acts.

2 **FIRST CAUSE OF ACTION**

3 **(Discrimination Based on Sex (Sexual Harassment) in violation of State and Federal**  
4 **Statutes)**

5 **(Defendant Las Vegas Fire & Rescue)**

6 91. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
7 fully set forth herein.

8 92. Plaintiff is a member of the class of persons protected by state and federal  
9 statutes prohibiting discrimination based on sex.

10 93. LVFR as an employer is subject to Nevada and federal statutes prohibiting  
11 discrimination, Title VII 42 U.S.C. § 2000e-3 and NRS 613.330 et. seq., has a legal obligation  
12 to provide Plaintiff and all employees with an environment that is free from discriminatory  
13 practices.

14 94. LVFR refused to take reasonably adequate steps to prevent discrimination  
15 against Plaintiff by allowing and facilitating an environment of sexually inappropriate behavior.

16 95. Plaintiff was subjected to consistent sexual harassment in the form of women  
17 and Plaintiff's coworkers engaging in sexual and inappropriate actions during work.

18 96. In addition, LVFR allowed for the dissemination of sexual and pornographic  
19 images to be circulated and presented to Plaintiff.

20 97. The sexual harassment was severe and pervasive as Plaintiff was constantly  
21 being subjected to these actions and behavior by other coworkers, even after he complained of  
22 such conduct to his superiors.

23 98. Plaintiff suffered adverse economic impact due of being refused the same  
24 advancement opportunities as others as well as being subjected removal of his apparatus duties.

25 99. Plaintiff was embarrassed, humiliated, angered and discouraged by the  
26 discriminatory actions taken against him.

27 100. Plaintiff suffered compensable emotional and physical harm, including but not  
28 limited to, headaches, sleeplessness, anxiety and depression resulting from this unlawful

1 discrimination by his employer.

2 101. Plaintiff is entitled to be fully compensated for his emotional disturbance by  
3 being forced to endure this discrimination.

4 102. Pursuant to 1991 Amendments to Title VII, Plaintiff is entitled to recover  
5 punitive damages for LVFR's intentional repeated violations of federal and state civil rights  
6 laws.

7 103. Plaintiff suffered damages in an amount deemed sufficient by the jury.

8 104. Plaintiff is entitled to an award of reasonable attorney's fees.

9 105. LVFR is guilty of oppression, fraud or malice, express or implied as LVFR  
10 knowingly and intentionally allowing consistent sexual harassment to happen to Plaintiff.

11 106. Therefore, Plaintiff is entitled to recover damages for the sake of example, to  
12 deter other employers from engaging in such conduct and by way of punishing LVFR in an  
13 amount deemed sufficient by the jury.

14 **SECOND CAUSE OF ACTION**

15 **(Retaliation under Federal Law, 42 U.S.C. § 2000e *et seq.* and State Law, NRS**  
16 **613.340)**

17 **(Defendant Las Vegas Fire & Rescue)**

18 107. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
19 fully set forth herein.

20 108. In violation of 42 U.S.C § 200e-3, LVFR retaliated against Plaintiff after he  
21 complained of acts which he reasonably believed constituted sexual harassment.

22 109. In violation of NRS 613.340, LVFR retaliated against Plaintiff after he  
23 complained of acts, which he reasonably believed constituted sexual harassment.

24 110. After Plaintiff complained of the sexual harassment, LVFR ostracized Plaintiff,  
25 denied his leave of absence, and removed him certain duties.

26 111. There may be more detrimental acts of which Plaintiff is unaware which may  
27 also constitute retaliation in that it harmed Plaintiff.

28 112. The actions and conduct by LVFR constitute illegal retaliation which is

1 prohibited by federal and state statutes.

2 113. Plaintiff suffered damages in an amount deemed sufficient by the jury.

3 114. Plaintiff is entitled to an award of reasonable attorney's fees.

4 115. LVFR is guilty of oppression, fraud or malice, express or implied because LVFR  
5 knowingly and intentionally retaliated against Plaintiff because he complained of acts he  
6 considered discriminatory and retaliatory.

7 116. Therefore, Plaintiff is entitled to recover damages for the sake of example, to  
8 deter other employers from engaging in such conduct and by way of punishing LVFR in an  
9 amount deemed sufficient by the jury.

10 **THIRD CAUSE OF ACTION**

11 **(42 U.S.C. §1983 Equal Protection)**

12 **(Defendant Las Vegas Fire & Rescue)**

13 117. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
14 fully set forth herein.

15 118. LVFR was acting under color of state law at all times described herein.

16 119. As described herein, LVFR deprived Plaintiff of his right to equal protection by  
17 discriminating against him on the basis of his gender and ensuring that Plaintiff was subject to  
18 harassment, ridicule, invasion of privacy, harm to career and threat in violation of the  
19 Fourteenth Amendment and 42 U.S.C. § 1983.

20 120. Alternatively, LVFR deprived Plaintiff of his right to equal protection by  
21 irrationally and/or arbitrarily subjecting plaintiff to differential treatment for reasons unrelated  
22 to a legitimate governmental objective.

23 121. Specifically, LVFR demonstrably has a pattern and practice of permitting its  
24 employees, while on duty and/or on LVFR property to engage in sexual explicit behavior that  
25 creates a hostile work environment founded on sexual harassment.

26 122. Had such a pattern or practice not existed within LVFR the actions complained  
27 of generally herein would not have occurred.

28 123. The Court should award Plaintiff compensatory damages against LVFR for the

1 stress, anxiety, pain, humiliation and trauma he has suffered in an amount to be determined at  
2 trial.

3 124. LVFR's conduct was reckless and malicious and violated Plaintiff's clearly  
4 established constitutional rights and therefore the Court should award Plaintiff punitive  
5 damages in an amount to be determined at trial.

6 125. The Court should award Plaintiff reasonable attorney's fees and litigation costs  
7 and expenses including expert witness fees against LVFR pursuant to 42 U.S.C. 1988.

8 **FOURTH CAUSE OF ACTION**

9 **(Breach of the Duty of Fair Representation)**

10 **(Defendant International Association of Fire Fighters)**

11 126. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
12 fully set forth herein.

13 127. Plaintiff and Defendant Union had a binding and legitimate union agreement  
14 that applied to Plaintiff's employment at LVFR.

15 128. Pursuant to NRS Chapter 288 and common law arising out of this chapter, as an  
16 exclusive bargaining agent, Defendant Union had a duty to fairly represent members who are  
17 within the bargaining unit. A duty of fair representation includes a union's responsibility to  
18 bargain for and to enforce the collective bargaining agreement, as well as process meritorious  
19 grievances filed by the employees within the bargaining unit.

20 129. Pursuant to NRS 288.270(2), the prohibited practices of an employee  
21 organization include: interfering with, restraining or coercing any employee in the exercise of  
22 any right guaranteed under this chapter, refusal to bargain collectively in good faith with the  
23 local government employer, if it is an exclusive representative, as required in NRS 288.150  
24 (bargaining collectively includes the entire bargaining process, including mediation and fact-  
25 finding, provided for in this chapter), and discrimination because of race, color, religion, sex,  
26 age, physical or visual handicap, national origin or because of political or personal reasons or  
27 affiliations.

28 130. Here, Defendant Union actively tried to dissuade Plaintiff from making a

1 grievance regarding the sexual harassment and retaliation that was ongoing.

2 131. Defendant Union also conveyed, upon information and belief, that even if  
3 Plaintiff did file a grievance, they would ensure that it would not be properly investigated or  
4 have a chance to succeed.

5 132. Defendant Union also coached witnesses in the investigatory process being  
6 conducted by HR, ensuring that not only would Plaintiff's claims fail, but that he would not  
7 even get a fair investigation into the matter.

8 133. Accordingly, Defendant Union did not bargain and represent Plaintiff in good  
9 faith during the grievance hearing with LVFR.

10 134. The Court should award Plaintiff compensatory damages against Defendant  
11 Union for the back pay and or lost earnings to which the Plaintiff was entitled.

12 135. The Court should award Plaintiff compensatory damages against Defendant  
13 Union for the stress, anxiety, pain, humiliation and trauma he has suffered in an amount to be  
14 determined at trial.

15 136. The Court should award Plaintiff reasonable attorney's fees and litigation costs  
16 and expenses.

17 **FIFTH CAUSE OF ACTION**

18 **(Intentional/Negligent Infliction of Emotional Distress)**

19 **(Defendant LVFR)**

20 137. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
21 fully set forth herein.

22 138. LVFR's conduct toward Plaintiff was extreme and outrageous and caused  
23 significant emotional harm, headaches, sleeplessness and various physical and mental distress.

24 139. LVFR's conduct was extreme, outrageous, and undertaken with either intent or,  
25 reckless disregard for causing Plaintiff emotional distress.

26 140. LVFR had a duty to refrain from engaging in the hostile and retaliatory acts as  
27 described above.

28 141. LVFR breached that duty.

1 142. LVFR's intentional or negligent conduct was the legal, actual, proximate cause  
2 of Plaintiff's extreme and/or severe emotional distress by engaging in the conduct described  
3 herein.

4 143. LVFR must pay damages in an amount to be determined at trial but exceeding  
5 \$25,000 for back pay, front pay, lost benefits, and compensatory damages for emotional pain,  
6 suffering, inconvenience, mental anguish and loss of enjoyment of life because they engaged  
7 in illegal actions.

8 144. Because LVFR are guilty of oppression, fraud or malice, express or implied,  
9 LVFR must pay Plaintiff an additional amount for the sake of example and by way of  
10 punishment.

11 145. Plaintiff has had to obtain the services of an attorney to protect his rights and  
12 secure compensation for the damages incurred as a result of these violations and therefore, he  
13 is entitled to recover reasonable attorney's fees against LVFR.

14 **SIXTH CAUSE OF ACTION**

15 **(Negligent Supervision/Training/Hiring/Retention)**

16 **(Defendant LVFR)**

17 146. Plaintiff incorporates all of the allegations in the preceding paragraphs as though  
18 fully set forth herein.

19 147. LVFR City of Las Vegas studiously ignored Plaintiff's multiple complaints  
20 regarding the retaliation and harassment he suffered.

21 148. LVFR failed to train its employees to report instances of obvious sexual  
22 harassment.

23 149. Specifically, a number of employees either participated in engaging in sexual  
24 activities while at work in the presence of Plaintiff and/or supported and covered up such  
25 conduct that created a hostile work environment.

26 150. In addition, LVFR employees also engaged in other sexual harassment behavior  
27 by engaging in the sharing of sexually explicit and pornographic images while on the job.

28 151. Upon information and belief, not a single employee bothered to report the sexual

1 harassment to anyone in a management role.

2 152. Likely because the employees were too busy engaging in the viewing and  
3 sharing of the conduct to be bothered with reporting.

4 153. LVFR City of Las Vegas knew or should have known of its employees  
5 proclivities for improper, unreasonable, outrageous, harassing and retaliatory actions such that  
6 an exercise of reasonable care would have stopped and or prevented such conduct.

7 154. LVFR's failure to supervise its employees and address this conduct in an  
8 appropriate way caused injury to Plaintiff.

9 155. LVFR must pay damages in an amount to be determined at trial, but exceeding  
10 \$25,000 for back pay, front pay, lost benefits, and compensatory damages for emotional pain,  
11 suffering, inconvenience, mental anguish and loss of enjoyment of life because they engaged  
12 in illegal actions.

13 156. Because LVFR are guilty of oppression, fraud or malice, express or implied,  
14 LVFR must pay Plaintiff an additional amount for the sake of example and by way of  
15 punishment.

16 157. Plaintiff has had to obtain the services of an attorney to protect his rights and  
17 secure compensation for the damages incurred as a result of these violations and therefore, he  
18 is entitled to recover reasonable attorney's fees against LVFR.

19 **WHEREFORE**, Plaintiff prays this court for:

20 a. A jury trial on all appropriate claims;

21 moreover, to enter judgment in favor of the Plaintiff by:

22 b. Awarding Plaintiff an amount sufficient to fully compensate his (including tax  
23 consequences) for all economic losses of any kind, and otherwise make his  
24 whole in accordance with Title VII and §1983 Equal Protection;

25 c. General damages;

26 d. Special damages;

27 e. An award of compensatory and punitive damages to be determined at trial;

28 f. Pre and post-judgment interest;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- g. An award of attorney’s fees and costs; and
- h. Any other relief the court deems just and proper.

Dated this 27th day of July, 2021.

Respectfully submitted,  
**HKM EMPLOYMENT ATTORNEYS, LLP**

By: /s/ Jenny L. Foley  
JENNY L. FOLEY, PHD., ESQ.  
Nevada Bar No. 9017  
E-mail: [jfoley@hkm.com](mailto:jfoley@hkm.com)  
1785 East Sahara, Suite 300  
Las Vegas, Nevada 89104  
Tel: (702) 805-8340  
Fax: (702) 805-8340  
*Attorney for Plaintiff*

**CIVIL COVER SHEET**

JS 44 (Rev. 06/17)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

ERIC SCHEUMANN, an Individual

(b) County of Residence of First Listed Plaintiff Clark  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
HKM Employment Attorneys, LLP  
1785 E. Sahara Ave., Suite 300, LV NV 89104  
#702-805-8340

**DEFENDANTS**

CITY OF LAS VEGAS, LAS VEGAS FIRE & RESCUE;  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1285,  
a Union; DOES I -X; ROE CORPORATIONS I -X.

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES			
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act			
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**Title VII:42 U.S.C. § 2000e-17; 42 U.S.C. §1983; NRS 613.330; 28 U.S.C. § 1331; 28 U.S.C. §1343(a)(4)**  
 Brief description of cause:  
**Unlawful workplace discrimination based on age, sex, national origin under Title VII and retaliation**

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

**DEMAND \$** \_\_\_\_\_

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

07/27/2021

*Jenny L. Foley*

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Nevada

ERIC SCHEUMANN, an Individual,

Plaintiff(s)

v.

CITY OF LAS VEGAS, LAS VEGAS FIRE & RESCUE; INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1285, a Union; DOES I -X; ROE CORPORATIONS I -X.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CITY OF LAS VEGAS - FIRE AND RESCUE
Las Vegas City Hall
495 S. Main St.
Las Vegas, Nevada 89101

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: HKM EMPLOYMENT ATTORNEYS LLP
ATTN: JENNY L. FOLEY, PH.D., ESQ.
1785 EAST SAHARA AVE, SUITE 300
LAS VEGAS, NEVADA 89104
702-805-8340

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Nevada

ERIC SCHEUMANN, an Individual,

Plaintiff(s)

v.

CITY OF LAS VEGAS, LAS VEGAS FIRE & RESCUE; INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1285, a Union; DOES I -X; ROE CORPORATIONS I -X.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1285
502 South 9th St.
Las Vegas, NV 89101
702-878-7505
info@iafflocal1285.com

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:
HKM EMPLOYMENT ATTORNEYS LLP
ATTN: JENNY L. FOLEY, PH.D., ESQ.
1785 EAST SAHARA AVE, SUITE 300
LAS VEGAS, NEVADA 89104
702-805-8340

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: