



discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*

3. This action seeks compensatory and punitive damages, lost wages (past, present, and future), attorneys' fees, pre-judgement and post-judgement interest, and taxable court costs.

### **PARTIES**

4. Plaintiff, Ryan Horton, is a resident of Houston, Texas.
5. Defendant, Klein Volunteer Fire Department (hereinafter, "Defendant" or "KVFD") is a domestic non-profit corporation formed in the State of Texas and registered to do business in Texas. Defendant may be served with process by mail or in-person on its registered agent, Rich Jones, 16810 Squyres Road, Spring, Texas 77379, in accordance with FED. R. CIV. P. 4.
6. Defendant, Harris County Emergency Service District # 16 (hereinafter, "Defendant" or "ESD 16"), is a political subdivision of the State of Texas. Defendant must be served with process in-person or by registered or certified mail, return receipt requested, on the county judge in accordance with FED R. CIV. P. 4, TEX. CIV. PRAC. & REM. CODE § 17.024(a), and TEX. R. CIV. P. 106.

### **VENUE**

7. Venue is appropriate in the United States District Court for the Southern District of Texas, Houston Division, because Plaintiff lives and worked in Houston, Texas, a substantial part of the events or omissions that gave rise to the claims in this Complaint happened in Houston, Texas, and the Defendants

conducted business in Harris County, Texas, as required under 28 U.S.C. §1391.

### **JURISDICTION**

8. This Court has original jurisdiction of this action, inter alia, pursuant to 28 U.S.C. §1331 (federal question jurisdiction), under 42 U.S.C. §2000e *et seq.* and other statutes named herein.
9. The unlawful employment practices were committed within the jurisdiction of this Court.

### **PROCEDURAL PREREQUISITES**

10. All conditions precedent to the filing of this action have been met by Plaintiff. Plaintiff began his employment for Defendants in 2018, participated in a sexual discrimination and harassment investigation on or around December 16, 2021, was demoted, in retaliation on December 24, 2021, and eventually terminated on May 24, 2022.
11. Defendants have well over 15 employees each and had well over 15 employees throughout the entirety of Plaintiff's employment with Defendants.
12. Plaintiff filed a timely verified Charge (Charge No. 460-2022-01348) with the Houston Equal Employment Opportunity Commission (hereinafter, "EEOC") office on January 25, 2022.
13. The EEOC office in Houston issued a Notice of Right to Sue letter for this Charge on April 18, 2022, entitling Plaintiff to file suit based on retaliation against Plaintiff for participating in the investigation of a co-worker's

complaint about hostile work environment and discrimination on the basis of sex.

14. Plaintiff filed a second timely verified Charge (Charge No. 460-2022-04527) with the EEOC office in Houston on May 26, 2022, following his termination by Defendants.
15. The EEOC office in Houston issued a Notice of Right to Sue letter for Plaintiff's second Charge on June 10, 2022, entitling Plaintiff to file suit based on retaliation (including demotion, then termination) against Plaintiff for participating in the investigation of a co-worker's complaint about hostile work environment and discrimination on the basis of sex and for filing an EEOC Charge against Defendants.
16. This lawsuit has been filed within ninety (90) days of Plaintiff's receipt of both Notice of Right to Sue letters from the EEOC.

#### **FACTS**

17. Plaintiff, Ryan Horton (hereinafter, "Plaintiff"), began his employment with Defendant ESD 16 through Defendant KVFD on May 18, 2018, was promoted to Training Chief on February 18, 2020, and remained in that position until his demotion on Christmas Eve, December 24, 2021.
18. ESD 16 contracts with KVFD, as KVFD is *the* provider of Fire and Rescue services to the district's community. ESD 16 owns all or almost all of the buildings that KVFD conducts its business out of, and additionally owns/provides the equipment, fire trucks, and other things necessary for

KVFD to provide its Fire and Rescue services. ESD 16 has substantial oversight over the activities of KVFD, and now even controls the day-to-day activities, as ESD 16 employee Mike Montgomery has been appointed as the Interim Fire Chief for KVFD. ESD 16 currently has plans to either merge with or absorb KVFD in the near future. ESD 16 will then become KVFD's successor-in-interest. ESD 16 has been working on this transition for the past two (2) years, prior to any of the events giving rise to this lawsuit.

19. On or around March of 2019, KVFD began contracting with Organizology, LLC (hereinafter "Organizology") for Organizology's human resources services. Organizology is owned and managed by Angela Zacharias.
20. On or around February of 2020, Organizology assigned its former employee, Jaime Serghini, as KVFD's Human Resources representative.
21. On or around March of 2020, Ms. Serghini began spending even more time providing human resources services to KVFD in an effort to correct KVFD's serious organizational and compliance issues. Ms. Serghini's presence at KVFD became so routine (almost every day) that KVFD supplied her with a desk and allowed Ms. Serghini to share and work out of Plaintiff's office.
22. Plaintiff soon began witnessing (now, former) KVFD Fire Chief, Michael Gosselin, sexually harass and create a hostile work environment for Ms. Serghini. On or around May of 2021, Plaintiff accompanied Fire Chief Gosselin and other KVFD employees on a business trip to Appleton, Wisconsin to attend the design phase of the new fire trucks that KVFD would be receiving. One

evening during that trip, Fire Chief Gosselin made a FaceTime video call to Ms. Serghini in the presence of Plaintiff and the other KVFD employees that had attended the business trip. Fire Chief Gosselin initially appeared to have called Ms. Serghini to request a status update as to whether operations were running smoothly in their absence, as well as to inform Ms. Serghini about the new fire trucks. The conversation then took a sexual turn when Fire Chief Gosselin asked Ms. Serghini what she was wearing. Fire Chief Gosselin, still in the presence of Plaintiff and the other present KVFD employees, then demanded that Ms. Serghini “let [him] see [her] pussy.” Fire Chief Gosselin continued to make sexual requests to Ms. Serghini on this call, repeatedly asking to see her underwear. Plaintiff was speechless, shocked by Fire Chief Gosselin’s behavior.

23. Throughout Ms. Serghini’s tenure with KVFD, Ms. Serghini would confide in Plaintiff about additional sexual remarks and discrimination that she experienced from Fire Chief Gosselin.
24. On multiple occasions, Fire Chief Gosselin would make comments to Plaintiff and other KVFD employees in Plaintiff’s presence that he often imagined Ms. Serghini in different sexual positions, specifically, “doggy-style.”
25. On or around December 8, 2021, Fire Chief Gosselin became concerned about a handwritten note that was allegedly from an attorney and found on Fire Chief Gosselin’s desk. Fire Chief Gosselin asked Plaintiff, Ms. Serghini, and other KVFD employees if they had placed the note on his desk or if they knew

who did, to which they all responded that they did not. The next day, Deputy Chief Baron Edmiston came to Plaintiff's office (which he was still sharing with Ms. Serghini) to express his concerns about the handwritten note, as well as departmental issues. Deputy Chief Edmiston was angry and behaved in an unprofessional and threatening manner. Ms. Serghini and Plaintiff made note that Deputy Chief Edmiston appeared to have engaged a recording device during his outburst. The day after that, on December 10, 2021, Mr. Horton addressed an email to Fire Chief Gosselin and KVFD's human resources department (i.e., Ms. Serghini), inquiring about the unacceptable behavior exhibited the previous day by Deputy Chief Edmiston. Soon after Ms. Serghini responded to Plaintiff's email inquiry, Fire Chief Gosselin called Plaintiff and, instead of addressing the issue or bringing it to the attention of his superiors, expressed frustration with Plaintiff, telling Plaintiff that Baron Edmiston was the Deputy Chief and could do whatever he wanted.

26. On or around December 11, 2021, Plaintiff was placed on administrative leave by Fire Chief Gosselin. Plaintiff inquired on multiple occasions as to why he was placed on such leave, however, he was never given a definitive reason. The reasons Plaintiff was giving for being placed on leave varied from each inquiry. First, Plaintiff was told he was placed on leave for reporting Deputy Chief Edmiston's inappropriate and unprofessional conduct. Second, Plaintiff was told he was placed on leave for reporting another KVFD employee, Brittney Edmiston (Deputy Chief Edmiston's wife), for possibly fraudulent timecards

and her inappropriate department YouTube account history. Lastly, Plaintiff was told he was being placed on leave for placing a handwritten note on Fire Chief Gosselin's desk. Plaintiff also inquired about these inconsistencies in KVFD's reasoning with Angela Zacharias.

27. On December 20, 2021, Plaintiff attended a meeting with Ms. Zacharias and KVFD Board President, Barry Blum. Plaintiff was reinstated to his former position at the conclusion of this meeting. However, Plaintiff was still not given a definitive reason for being placed on administrative leave in the first place.
28. On or around December 13, 2021, Ms. Serghini informed Plaintiff that Fire Chief Gosselin had banned her from KVFD's premises. Fire Chief Gosselin's reasoning for banning Ms. Serghini was based on his false accusation that Ms. Serghini and Plaintiff were having an affair. Later that day, Plaintiff submitted an inquiry with the EEOC.
29. On or around December 14, 2021, Plaintiff put Deputy Chief Edmiston and KVFD Board President, Barry Blum, on notice of his inquiry with the EEOC and his possible intent to file a future Charge. Soon afterward, KVFD deactivated Plaintiff's department email and other department accounts. Although Plaintiff had been placed on administrative leave at this time, allegedly for different, changing, and non-definitive reasons, Plaintiff is aware of other KVFD employees that did not have their department accounts deactivated while they were placed on leave or suspended.

30. On or around December 16, 2021, Plaintiff and two other KVFD employees, Shane Dawson and Jay Watson, participated in the investigation of Fire Chief Gosselin's sexual harassment against Ms. Serghini.
31. On December 20, 2021, after putting KVFD on notice of his EEOC inquiry and participating in the investigation against Fire Chief Gosselin for sexual harassment, Plaintiff was removed from administrative leave and reinstated to his former position as Training Chief with normal duty status.
32. Unfortunately, on December 24, 2021 (Christmas Eve), KVFD retaliated against Plaintiff for submitting an inquiry with the EEOC and for participating in the investigation against Fire Chief Gosselin for the sexual harassment of Ms. Serghini. Plaintiff was notified by Mr. Blum via email that he was being demoted from his Chief position down to regular firefighter status, along with Mr. Dawson and Mr. Watson, the other two individuals that participated in the investigation against Fire Chief Gosselin. Mr. Blum's email vaguely stated that the reasoning for this decision was due to breaches of department confidentiality in conjunction with general dysfunction of the Command Structure. As KVFD has made clear in its Position Statement to the EEOC, the breaches of confidentiality Mr. Blum was referring to were alleged "leaks" of tape recordings of Deputy Chief Edmiston to a third-party website (recordings that Deputy Chief Edmiston himself had created and circulated among the Command Structure). Mr. Blum's stated reasoning for their retaliatory demotion is pretextual, as the only individuals that were demoted

were those that participated in the investigation against Fire Chief Gosselin for sexual harassment. Additionally, Deputy Chief Edmiston was not demoted, even though he had been the one to create and circulate the recordings of himself that were allegedly leaked.

33. In addition to Plaintiff's retaliatory demotion to regular firefighter status, Plaintiff was further notified that he was not permitted to work more than thirty-six (36) hours per week. Plaintiff had previously been working forty (40) or more hours per week and enjoyed overtime compensation. Although Plaintiff's hourly rate did not decrease as a result of his retaliatory demotion, the restriction on the number of hours he was allowed to work per week resulted in a tangible and retaliatory decrease in his wages.

34. Prior to his retaliatory demotion, Plaintiff also enjoyed the perks of having his own office and driving a company vehicle as Training Chief. Plaintiff was deprived of these additional job perks as a result of his retaliatory demotion.

35. Plaintiff, along with Mr. Watson and Mr. Dawson, were additionally informed that the KVFD Administration Office (which is also the Headquarters for ESD 16) was off-limits to them, their key fobs to get into the building were deactivated, and they were required to be accompanied by another authorized individual if their presence on the premises was necessary or required.

36. Following their demotion, Mr. Watson, Mr. Dawson, and Plaintiff were crammed together into a small room marked "Storage Closet" as a makeshift office. All three individuals, including Plaintiff, were also required to wear

“Support Services” polos as part of their new uniform because their superiors found it humorous. This was nothing more than an attempt to further humiliate and retaliate against all three of these individuals, including Plaintiff, for cooperating in the sexual harassment investigation against Fire Chief Gosselin.

37. On January 3, 2022, ESD 16 held a Special Meeting. At the meeting, Ms. Serghini addressed the recent sexual harassment and retaliation that she had experienced from Fire Chief Gosselin, KVFD, and Organizology before KVFD’s Board and ESD 16. Plaintiff also expressed his concern that KVFD might not have been truthful about recent events and has been creating a hostile work environment. During this meeting, KVFD Board President, Barry Blum, disclosed that Michael Gosselin had since resigned from his position as KVFD’s Fire Chief.

38. On January 25, 2022, Plaintiff filed his first EEOC Charge against KVFD for retaliation. Since then, he has experienced even more retaliatory conduct from KVFD. Plaintiff was treated worse than Mr. Dawson and Mr. Watson who did not file a Charge against KVFD with the EEOC.

39. On February 7, 2022, Plaintiff received written notice that he was being falsely accused of violating KVFD’s Harassment Policy while on duty. Plaintiff received this letter during an investigatory meeting with RaChele Parker of RIT Management Group. Ms. Parker conceded at the outset of the meeting with Plaintiff that she was not aware of an actual policy that Plaintiff would

have violated based on the alleged complaint, and that she had just put in the notice to Plaintiff that his alleged violation was “harassment” because Ms. Parker didn’t know what else to put and wasn’t aware of any actual or specific policies that Plaintiff would have allegedly violated. Ms. Parker divulged to Plaintiff during this meeting that the alleged complaint against him concerned alleged public urination on a Black Lives Matter flag while on a KVFD business trip to Appleton, Wisconsin. Ms. Parker also divulged that the alleged incident occurred almost a full year prior to the date that the alleged complaint was made against Plaintiff. Ms. Parker indicated that the complainant put in his written statement that the complainant had a photograph of Plaintiff to corroborate the complaint. In addition to a copy of the written notice that Ms. Parker provided to Plaintiff, Ms. Parker also gave Plaintiff a copy of the applicable section from the Texas Local Government Code, which states that a copy of a complaint against a firefighter must be given to that firefighter. However, the only copy of anything related to this alleged complaint that Plaintiff received was the above-mentioned *notice* that a complaint had been filed against him. To date, despite requesting this documentation, Plaintiff still has not received a copy of this alleged complaint or seen the alleged photograph taken of him (if either even exist in the first place).

40. During approximately mid-April of 2022, ESD 16 held an election in the Training Center where the storage closet office is located that Plaintiff was sharing with Mr. Dawson and Mr. Watson. All three individuals, including

Plaintiff, were required to vacate the building until the conclusion of the election. While Mr. Dawson and Mr. Watson were afforded their own offices in the Maintenance Center and Fire Station No. 38, Plaintiff was not. Because Plaintiff was not given a designated place to work and because he required a computer to perform some of his job functions, Plaintiff was forced to bounce back and forth between different fire stations in the hopes of finding an available computer that he could use. Even though the election in the Training Center had concluded on or around May 7, 2022, Plaintiff's access to the building and his storage closet office was never reinstated.

41. Around the same time, Plaintiff noticed that his former job position as Training Chief had recently been posted on ESD 16's website. However, this was not done with the job positions of Mr. Watson or Mr. Dawson, the other two individuals that participated in the sexual harassment investigation against former Fire Chief Gosselin.
42. On May 24, 2022, Plaintiff's employment with KVFD and ESD 16 was terminated, and Plaintiff was not given a reason for having such action taken against him.
43. On May 26, 2022, following the termination of his employment, Plaintiff filed his second EEOC Charge against KVFD and ESD 16 for retaliation, including additional facts that took place after Plaintiff had filed his initial EEOC Charge on January 25, 2022.

**COUNT I: RETALIATION FOR PARTICIPATION IN  
PROTECTED ACTIVITY UNDER 42 U.S.C. §2000e et seq.**

44. Plaintiff incorporates the allegations made in Paragraphs 1 through 43 herein.
45. Title VII prohibits employers from retaliating against employees for opposing the unlawful employment practices of sex discrimination, sexual harassment, or hostile work environment; for assisting or participating in an investigation of such unlawful employment practices; or for making a Charge against such unlawful employment practices.
46. Plaintiff participated in the two different protected activities of participating in the sexual harassment investigation and filing his first EEOC Charge for retaliation
47. Defendants, by and through their agents and employees, engaged in the aforementioned practices, policies, customs, and usages made unlawful by 42 U.S.C. § 2000e *et seq.*
48. Defendants retaliated and discriminated against Plaintiff by firing him based on Plaintiff's participation in a sexual harassment investigation against former Fire Chief Gosselin and the first EEOC Charge filed by Plaintiff for retaliation.
49. Had Plaintiff not participated in the sexual harassment investigation or filed his January 25, 2022 EEOC Charge, he would not have been terminated by Defendants.

50. As a direct and proximate result of the Defendants' conduct that violated 42 U.S.C. §2000e *et seq.*, Plaintiff suffered damages, including lost wages, emotional distress, pain and suffering, and attorneys' fees and costs.

51. Defendants' actions were intentional, willful, harsh, oppressive, reckless, and malicious, and as a further and proximate cause, Plaintiff has suffered severe emotional distress, pain, and suffering. The wrongs done by the Defendants were aggravated by its willfulness, wantonness, and maliciousness for which the law allows the imposition of exemplary damages. Plaintiff, therefore, seeks exemplary damages in a sum to be determined by the trier of fact to serve as punishment to deter Defendants from such conduct in similar situations.

52. Defendants' actions as stated above, and the resulting damages to Plaintiff, have necessitated that Plaintiff retain the services of COANE AND ASSOCIATES, PLLC, to represent him in these proceedings. Wherefore, Plaintiff seeks recovery of reasonable and necessary attorneys' fees.

**COUNT II: RETALIATORY HOSTILE WORK ENVIRONMENT**

**UNDER 42 U.S.C. §2000e et seq.**

53. Plaintiff incorporates the allegations made in Paragraphs 1 through 43 herein.
54. Title VII prohibits employers from fostering a hostile work environment as a form of retaliation for engaging in a protected activity.
55. Plaintiff participated in the two different protected activities of participating in the sexual harassment investigation and filing his first EEOC Charge for retaliation
56. Defendants, by and through their agents and employees, engaged in the aforementioned practices, policies, customs, and usages made unlawful by 42 U.S.C. § 2000e *et seq.*
57. Due to Defendants and their agents' animus and retaliatory acts against Plaintiff, the conditions and terms of his employment were altered because he was wrongfully demoted, received fewer hours, was deprived of other job perks (such as his office and company truck), was restricted from accessing certain facilities while others were not, was falsely accused of violating the harassment policy and required to cooperate in the corresponding investigation, and faced multiple other forms of intentional and pervasive humiliation and harassment from his superiors (such as shoving Plaintiff and the other two individuals that participated in the sexual harassment investigation into a storage closet as a makeshift office, and requiring Plaintiff and the other two individuals to wear "Support Services" polos to humiliate them).

58. Defendants were made aware of the harassment Plaintiff faced because he informed the new Interim Fire Chief, Mike Montgomery, multiple times of the recent events and the treatment Plaintiff received subsequent to his participation in the sexual harassment investigation against former Fire Chief Gosselin and his filing of his first EEOC Charge for retaliation.

59. As a direct and proximate result of the Defendants' conduct that violated 42 U.S.C. §2000e *et seq.*, Plaintiff suffered damages, including lost wages, emotional distress, pain and suffering, and attorneys' fees and costs.

60. Defendants' actions were intentional, willful, harsh, oppressive, reckless, and malicious, and as a further and proximate cause, Plaintiff has suffered severe emotional distress, pain, and suffering. The wrongs done by the Defendants were aggravated by its willfulness, wantonness, and maliciousness for which the law allows the imposition of exemplary damages. Plaintiff, therefore, seeks exemplary damages in a sum to be determined by the trier of fact to serve as punishment to deter Defendants from such conduct in similar situations.

61. Defendants' actions as stated above, and the resulting damages to Plaintiff, have necessitated that Plaintiff retain the services of COANE AND ASSOCIATES, PLLC, to represent him in these proceedings. Wherefore, Plaintiff seeks recovery of reasonable and necessary attorneys' fees.

**PRAYER FOR RELIEF**

62. WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants be cited to appear and answer, and that on final hearing of this cause, Plaintiff has the following relief:

- a. Back Pay, including from Defendants' agents conducting any improper pay deductions;
- b. Pre-Judgment Interest on Back Pay;
- c. Front Pay;
- d. Lost Benefits;
- e. Compensatory Damages, including but not limited to emotional distress;
- f. Punitive Damages;
- g. Injunctive and Affirmative Relief;
- h. Reinstatement;
- i. Post-judgement Interest;
- j. Attorney's Fees and Costs;
- k. Such other and further relief, at law or in equity, general or special, to which Plaintiff may show he is justly entitled.

**JURY TRIAL DEMANDED**

63. Plaintiff demands a trial by jury for all issues so triable.

WHEREFORE, Plaintiff requests damages and reasonable attorney fees from Defendants pursuant to 42 U.S.C. § 2000e *et seq.*, 42 U.S.C. § 1981, and 42 U.S.C. §12101 *et seq.*, and any others applicable authority (statute/law, etc.), to be proven at the time of trial for all compensatory damages, exemplary damages, and attorneys' fees and costs along with any other relief that this Court finds reasonable under the circumstances.

Respectfully submitted,

**COANE AND ASSOCIATES, PLLC**

By:  /s/ Bruce A. Coane

**Bruce A. Coane**

S.D. Tex. No. 7205

Texas Bar No. 04423600

Email: [bruce.coane@gmail.com](mailto:bruce.coane@gmail.com)

**Ethan Edwards**

S.D. Tex. No. 3723395

Texas Bar No. 24125765

Email: [ethan.edwards@coane.com](mailto:ethan.edwards@coane.com)

COANE AND ASSOCIATES, PLLC

5177 Richmond Ave., Suite 770

Houston, TX 77056

Telephone: (713) 850-0066

Facsimile: (713) 850-8528

***ATTORNEYS FOR PLAINTIFF***