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

WREN RUBIO,	Case No.
Plaintiff,	COMPLAINT
vs.	(Negligence, Professional
MATTHEW FREEDMAN; MATTHEW	Negligence, Negligence Per Se,
DAVID FREEDMAN LIVING TRUST;	Sexual Battery, Wrongful
EUGENE CHIROPRACTIC, LLC, an Oregon	termination, Interference with
limited liability company; JEFFREY	Contract, Breach of Contract,
MUSTIN; ALPHA PLUMBING & ROOTER	Defamation, Intentional Infliction of
SERVICE, LLC, an Oregon limited	Emotional Distress)
liability company,	Prayer: \$1,900,000
Defendants.	Fee Authority: ORS 21.160(1)(d)
	NOT SUBJECT TO MANDATORY ARBITRATION
	Jury Trial Requested

Plaintiff Wren Rubio alleges as follows:

**FIRST CLAIM FOR RELIEF – NEGLIGENCE  
(AGAINST ALL DEFENDANTS)**

1.

Plaintiff Wren Rubio is a resident of Lane County, Oregon, and a co-owner of Alpha Plumbing & Rooter Service, LLC. Ms. Rubio is a woman.

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2.

Upon information and belief, Defendant Matthew David Freedman is a resident of Lane County, Oregon. At all times relevant to this Complaint, Defendant Freedman lived in Lane County, Oregon, working as a licensed chiropractor. Defendant Freedman is a man.

3.

Upon information and belief, Defendant Matthew David Freedman Living Trust is an estate with its primary location in Lane County, Oregon. Defendant Living Trust is a co-owner of Alpha Plumbing & Rooter Service, LLC. Upon information and belief, at all times relevant to this Complaint, Defendant Freedman was the sole trustee of Defendant Living Trust. At all times relevant to this complaint, Defendant Freedman was the proxy, agent, or apparent agent of Defendant Living Trust, acting in the course and scope of his agency or apparent agency.

4.

Defendant Eugene Chiropractic, LLC, is an Oregon limited liability company with its principle place of business in Eugene, Lane County, Oregon. Upon information and belief, at all times relevant to this Complaint, Defendant Freedman was the managing member, sole owner, and sole practitioner of Defendant Eugene Chiropractic, LLC. At all times relevant to this complaint, Defendant Freedman was the proxy, employee, agent, or apparent agent of Defendant Eugene Chiropractic, acting in the course and scope of his employment, agency, or apparent agency.

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5.

Defendant Jeffrey Mustin is a resident of Lane County, Oregon, and a co-owner of Alpha Plumbing & Rooter Service, LLC. Defendant Mustin is a man.

6.

Defendant Alpha Plumbing & Rooter Service, LLC, is an Oregon limited liability company with its principle place of business in Eugene, Lane County, Oregon. Defendant Living Trust, Defendant Mustin, and Wren Rubio are owners of Defendant Alpha Plumbing. Wren Rubio also worked for Defendant Alpha Plumbing and was paid as an employee, performing office management, bookkeeping, and scheduling duties.

7.

In May 2017, Defendant Freedman began treating Ms. Rubio as a chiropractic patient. Defendant Freedman’s position as Ms. Rubio’s medical provider gave him a trusted relationship with her and a heightened duty of care for her.

8.

In May 2017, Ms. Rubio also signed an agreement with Defendant Freedman to work with him on repairing and reselling houses.

9.

In early March 2018, after seeing Ms. Rubio in public, Defendant Freedman called Ms. Rubio, asked her if she was alone, and said, “You looked really good in what you were wearing,” in a suggestive manner.

10.

Around April 2018, Defendant Freedman asked Ms. Rubio to sit alone with him in his car. He said that there was a woman who was previously his patient who was “blackmailing” him. He said that she “could describe his penis,” and that he was

1 afraid the Chiropractic Board would find out. He asked Ms. Rubio if there was  
2 anything she “could think of to get rid of” the woman. Ms. Rubio told him she could  
3 not help him, and this encounter seemed threatening.

4 11.

5 In June 2018, Defendant Alpha Plumbing was formed.

6 12.

7 In late June or early July 2018, Defendant Freedman asked Ms. Rubio to go to an  
8 open house with him. The purpose of the visit was to decide if Defendant Freedman  
9 should invest in the property on behalf of Defendant Living Trust. Defendant  
10 Freedman and Ms. Rubio were the only people in the house other than a realtor,  
11 who did not follow them. Defendant Freedman told Ms. Rubio he was looking for  
12 cameras, and then grabbed her, pressing her chest into his body and sighing. This  
13 happened 3 times.

14 13.

15 While still in the empty home, Ms. Rubio began walking up a staircase, when  
16 Defendant Freedman, from behind, put his hand up her dress and touched her inner  
17 thigh under her buttocks. Ms. Rubio moved away and told Dr. Freedman to stop.

18 14.

19 In late 2018, Ms. Rubio reported Defendant Freedman’s sexual harassment of her  
20 to Defendant Mustin. Ms. Rubio said that she did not feel safe alone with Defendant  
21 Freedman and asked Defendant Mustin to make sure someone stay in the office if  
22 Defendant Freedman was there to make sure she was not alone with him.

23 15.

24 In January 2019, a business partner of Ms. Rubio’s asked Ms. Rubio if Dr.  
25 Freedman had ever sexually harassed or assaulted her. Ms. Rubio confirmed that

1 he had. Upon information and belief, at that time Ms. Rubio's business partner  
2 confronted Defendant Mustin about Defendant Freedman's sexual assault of  
3 women, including Ms. Rubio.

4 16.

5 In early February 2019, Defendant Freedman called Ms. Rubio and told her that  
6 Defendant Mustin told all of the male employees of Defendant Alpha Plumbing to  
7 avoid being alone with Ms. Rubio because she would falsely accuse them of sexual  
8 assault. The majority of Defendant Alpha Plumbing's employees, along with  
9 Defendant Freedman and Defendant Mustin were male. As a result, Ms. Rubio  
10 became increasingly isolated within Defendant Alpha Plumbing and March 1,  
11 2018, she was forced to move out of the office space.

12 17.

13 Defendants knew or should have known that Defendant Freedman was a danger of  
14 sexual harassment and sexual assault to women, including Wren Rubio. Defendants  
15 were negligent in one or more of the following:

- 16 (a) Failing to warn Wren Rubio that Defendant Freedman was a danger of  
17 sexual harassment and/or sexual assault;
- 18 (b) Allowing Defendant Freedman to use his professional positions to groom  
19 Ms. Rubio for sexual harassment and sexual assault;
- 20 (c) Failing to protect Wren Rubio from sexual harassment, sexual assault, and  
21 retaliation from Defendant Freedman, and instead allowing her to suffer  
22 sexual harassment and sexual assault, and be forced out of her business;  
23 and/or
- 24 (d) Failing to respond to reports from women, including Wren Rubio, that  
25 Defendant Freedman was a danger of sexual harassment, sexual assault,

1 and/or retaliation and instead allowing women, including Wren Rubio, to  
2 continue to be put in danger from Defendant Freedman, resulting in her  
3 being forced out of her work with Alpha Plumbing and with Defendant  
4 Living Trust.

5 18.

6 Defendants' negligence forced Plaintiff Wren Rubio to seek counseling for the  
7 trauma of her experiences, causing medical expenses. Defendant's negligence also  
8 caused Ms. Rubio to be forced out of her role as an employee of Defendant Alpha  
9 Plumbing, resulting in wage loss. Defendant's negligence caused Ms. Rubio to lose  
10 contractual relationships and income as well, including but not limited to an  
11 agreement related to the renovation and sale of the real property located at 1893  
12 West 25<sup>th</sup> Avenue, Eugene, OR 97405. Ms. Rubio's economic harms should be  
13 determined by a jury at trial, but not to exceed \$900,000.

14 19.

15 Defendants' negligence caused Ms. Rubio to suffer severe distress, humiliation,  
16 sleeplessness, anxiety, panic attacks, fear for her physical safety, and other harms  
17 that far exceed the financial harms she experienced. Those non-financial harms are  
18 to be determined by a jury at trial, but not to exceed \$1,000,000.

19 20.

20 Defendant's actions and inactions were based in discrimination against Plaintiff as  
21 a woman, and caused Plaintiff to incur attorney fees and other costs, to which she  
22 is entitled under ORS 20.701.

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**SECOND CLAIM FOR RELIEF – PROFESSIONAL NEGLIGENCE  
(AGAINST DEFENDANTS FREEDMAN AND EUGENE CHIROPRACTIC)**

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21.

Plaintiff incorporates Paragraphs 1-20 herein as though fully set forth.

22.

Defendants Freedman and Eugene Chiropractic, as medical providers, had a heightened standard of care to patients, including Wren Rubio. Defendants Freedman and Eugene Chiropractic knew or should have known that Defendant Freedman was a danger of sexual assault and sexual harassment to patients, including Wren Rubio. Defendants Freedman and Eugene Chiropractic were negligent in one or more of the following:

- (a) In exposing patients, including Ms. Rubio, to the danger of sexual harassment and sexual assault from Defendant Freedman;
- (b) In allowing Defendant Freedman to use his position as a chiropractor to groom Ms. Rubio for sexual harassment and/or sexual assault;
- (c) In failing to providing sufficient security for patients, including Ms. Rubio, while they were under Defendant Freedman’s care, giving Defendant Freedman access to sexually harass and assault patients;
- (d) In maintaining policies that fail to adequately respond to reports of sexual harassment or sexual assault from practitioners and that fail to protect patients, including Ms. Rubio, from sexual harassment or sexual assault; and/or
- (e) In failing to adequately train practitioners, including Defendant Freedman, to create a safe environment, free from sexual assault and harassment, leading to the sexual harassment and assault of Ms. Rubio.

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23.

Defendant’s violations caused Plaintiff’s harms as described above and incorporated into this claim.

24.

Defendant’s actions and inactions were based in discrimination against Plaintiff as a woman, and caused Plaintiff to incur attorney fees and other costs, to which she is entitled under ORS 20.701.

**THIRD CLAIM FOR RELIEF – NEGLIGENCE PER SE  
(AGAINST DEFENDANT FREEDMAN AND DEFENDANT PURE LIFE)**

25.

Plaintiff incorporates paragraphs 1-24 as though fully set forth.

26.

In the conduct described above, Defendant Freedman and Defendant Eugene Chiropractic violated ORS 684.100 and OAR 811-035-0015, which prohibit chiropractors from “Engaging in any conduct or verbal behavior with or towards a patient that may reasonably be interpreted as sexual, seductive, sexually demeaning or romantic.” This rule is designed by the legislature and Chiropractic Board to protect patients like Wren Rubio from the type of harm Wren Rubio suffered.

27.

Defendant’s violations caused Plaintiff’s harms as described above and incorporated into this claim.

28.

Defendant’s actions and inactions were based in discrimination against Plaintiff as a woman, and caused Plaintiff to incur attorney fees and other costs, to which she is entitled under ORS 20.701.



1  
2 **FOURTH CLAIM FOR RELIEF – SEXUAL BATTERY**  
3 **(AGAINST DEFENDANT FREEDMAN AND DEFENDANT LIVING TRUST)**

4 29.

5 Plaintiff incorporates paragraphs 1-28 as though fully set forth herein.

6 30.

7 Defendant Freedman committed sexual battery when he repeatedly pressed his  
8 body against Plaintiff Rubio and reached up her skirt and touched her inner thigh  
9 and buttocks.

10 31.

11 Defendant Freedman was acting in the course and scope of his agency with  
12 Defendant Living Trust, viewing a property to decide whether to invest in it, when  
13 he committed sexual battery against Wren Rubio.

14 32.

15 The sexual battery caused Ms. Rubio's harms as described above and incorporated  
16 into this claim.

17 33.

18 Defendant's actions and inactions were based in discrimination against Plaintiff as  
19 a woman, and caused Plaintiff to incur attorney fees and other costs, to which she  
20 is entitled under ORS 20.701.

21 **FIFTH CLAIM FOR RELIEF – WRONGFUL DISCHARGE**  
22 **(COMMON LAW)**  
23 **(AGAINST DEFENDANT ALPHA PLUMBING)**

24 34.

25 Plaintiff incorporates paragraphs 1-33 as though fully set forth herein.

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35.

Defendants Freedman and Mustin were proxies for Defendant Alpha Plumbing at all times in this complaint.

36.

Plaintiff Wren Rubio had the right to a safe working environment, free from sexual harassment, defamation, and coercion.

37.

Ms. Rubio exercised an important public duty when she reported sexual harassment to Defendant Alpha.

38.

Defendant intentionally created working conditions that were so intolerable by sexually harassing Ms. Rubio and then telling male employees to avoid her, that they knew or should have known these actions would force Ms. Rubio out of her position at Defendant Alpha.

39.

Defendant violated Oregon law when Defendant Freedman and Defendant Mustin retaliated against Ms. Rubio, forcing her out of her job at Defendant Alpha Plumbing because she reported sexual harassment.

40.

Defendant's violations caused Ms. Rubio's harms as described above and incorporated into this claim.

41.

Defendant's actions and inactions were based in discrimination against Plaintiff as a woman, and caused Plaintiff to incur attorney fees and other costs, to which she is entitled under ORS 20.701.

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**SIXTH CLAIM FOR RELIEF – TORTIOUS INTERFERENCE WITH ECONOMIC  
RELATIONS  
(AGAINST DEFENDANT FREEDMAN, LIVING TRUST, AND MUSTIN)**

42.

Plaintiff incorporates paragraphs 1-41 as though fully set forth herein.

43.

Wren Rubio and Defendant Freedman signed a contract, dated May 1, 2017, to perform renovations on homes and resell them, and then ongoing contracts regarding renovations of particular properties, including but not limited to the real property located at 1893 West 25<sup>th</sup> Avenue, Eugene, OR 97405.

44.

Wren Rubio, Defendant Living Trust, and Defendant Mustin signed a contract dated June 1, 2018, as co-owners of Defendant Alpha Plumbing.

45.

Defendant Freedman and/or Defendant Living Trust, with Defendant Freedman as its proxy, interfered with the contract named in paragraphs 44 in one or more of the following:

- (a) In sexually harassing and/or sexually assaulting Wren Rubio while performing work under the May 1, 2017, contract, thereby interfering with the Alpha Plumbing contract referred to in paragraph 44; and/or
- (b) Failing to respond immediately and appropriately when he learned that Defendant Mustin instructed the employees of Defendant Alpha Plumbing not to work with Wren Rubio after she reported and opposed his sexual harassment, thereby interfering with the Alpha Plumbing contract.

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46.

Defendant Mustin interfered with the contract named in paragraphs 43 in one or more of the following:

- (a) In failing to respond to Wren Rubio’s reports of sexual harassment and/or sexual assault from Defendant Freedman; and/or
- (b) In instructing employees of Defendant Alpha Plumbing not to work with Wren Rubio after she reported and opposed his sexual harassment, thereby interfering with her contracts with Defendant Freedman referred to in paragraph 43.

47.

Defendant’s violations caused Ms. Rubio’s economic harms as described above and incorporated into this claim.

48.

Defendant’s actions and inactions were based in discrimination against Plaintiff as a woman, and caused Plaintiff to incur attorney fees and other costs, to which she is entitled under ORS 20.701.

**SEVENTH CLAIM FOR RELIEF – BREACH OF CONTRACT  
(AGAINST DEFENDANTS FREEDMAN, LIVING TRUST, AND MUSTIN)**

49.

Plaintiff incorporates paragraphs 1-48 as though fully set forth herein.

50.

Defendant Freedman at all times relevant to this complaint was a proxy, agent, or apparent agent of Defendant Living Trust.

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51.

Defendant Freedman individually, and as the proxy, agent, or apparent agent for Defendant Living Trust, violated the implied covenants of good faith and fair dealing in the contracts named in paragraph 43 and broke those contracts by sexually harassing, sexually assaulting, and/or retaliating against Wren Rubio, forcing her out of those contracts.

52.

Defendant Mustin violated the implied covenants of good faith and fair dealing in the contract named in paragraph 44 failing to respond to Wren Rubio’s reports of sexual harassment from Defendant Freedman, and instead instructing employees not to work for her, forcing her out of that contract.

53.

Defendant’s violations caused Ms. Rubio’s economic harms as described above and incorporated into this claim.

54.

Defendant’s actions and inactions were based in discrimination against Plaintiff as a woman, and caused Plaintiff to incur attorney fees and other costs, to which she is entitled under ORS 20.701.

**EIGHTH CLAIM FOR RELIEF – DEFAMATION  
(AGAINST DEFENDANTS FREEDMAN AND MUSTIN)**

55.

Plaintiff incorporates paragraphs 1-54 as though fully set forth herein.

56.

Defendant Freedman and/or Defendant Mustin committed defamation against Wren Rubio in the following:

- 1 (a) One or both of them made false statements to the employees of Defendant  
2 Alpha Plumbing when they told employees to avoid contact with Wren  
3 Rubio, claiming she would falsely accuse employees of sexual harassment;  
4 (b) Those statements tended to and actually did injure and interfere with Wren  
5 Rubio's business relationships.

6 57.

7 Defendant's violations caused Ms. Rubio's harms as described above, and  
8 incorporated into this claim, particularly forcing her out of the business, causing  
9 wage loss, income loss, medical expenses, injury to her reputation, and emotional  
10 and other non-financial harm.

11 58.

12 Defendant's actions and inactions were based in discrimination against Plaintiff as  
13 a woman, and caused Plaintiff to incur attorney fees and other costs, to which she  
14 is entitled under ORS 20.701.

15  
16 **NINTH CLAIM FOR RELIEF – INTENTIONAL INFLICTION OF EMOTIONAL**  
17 **DISTRESS**  
18 **(AGAINST ALL DEFENDANTS)**

19 Plaintiff incorporates paragraphs 1-58 as though fully set forth herein.

20 59.

21 Throughout the actions described in this Complaint, including in sexually  
22 assaulting Ms. Rubio, and then forcing her out of business contracts, Defendants  
23 acted intentionally, engaging in extreme and outrageous conduct, which they knew  
24 or should have known would result in severe emotional distress for Wren Rubio.

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60.

Defendant’s violations caused Ms. Rubio’s economic and non-economic harms as described above and incorporated into this claim.


61.

Defendant’s actions and inactions were based in discrimination against Plaintiff as a woman, and caused Plaintiff to incur attorney fees and other costs, to which she is entitled under ORS 20.701.

WHEREFORE, Plaintiff Wren Rubio prays for judgment as follows:

- a. Against all Defendants under all claims, economic damages to be determined by a jury at trial, not to exceed \$900,000;
- b. Against all Defendants under the first through fifth, eighth, and ninth claims, for fair and reasonable noneconomic damages in an amount to be determined by the jury, not to exceed \$1,000,000
- c. Against all Defendants under all claims, for attorney fees under ORS 20.701; and
- d. For reasonable costs and disbursements incurred in this action.

DATED this 29th day of May, 2020.



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3 Attorney for Plaintiff

4 Trial Attorney: Meredith Holley

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