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

SUSAN MILLS,

Plaintiff,

vs.

DR. MATTHEW FREEDMAN, MATTHEW
FREEDMAN LIVING TRUST, AND PURE
LIFE CHIROPRACTIC, LLC, an Oregon
limited liability company,

Defendants.

Case No.

COMPLAINT

(Professional Negligence,
Negligence Per Se, Negligence,
Sexual Battery, Detrimental
Reliance, Breach of Contract,
Intentional Infliction of Emotional
Distress)

Prayer: \$1,350,000

Fee Authority: ORS 21.160(1)(d)

NOT SUBJECT TO MANDATORY
ARBITRATION

Jury Trial Requested

Plaintiff Susan Mills alleges as follows:

**FIRST CLAIM FOR RELIEF – PROFESSIONAL NEGLIGENCE
(AGAINST DEFENDANTS FREEDMAN AND PURE LIFE CHIROPRACTIC)**

1.

Plaintiff Susan Mills is a resident of Lane County, Oregon. Susan Mills 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 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. 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.

Pure Life Chiropractic, LLC, is an Oregon limited liability company with its principle place of business in Eugene, Lane County, Oregon. Upon information and belief Defendant Freedman was the sole owner of Defendant Pure Life Chiropractic when Defendant Freedman became the chiropractor for Susan Mills.

5.

Susan Mills is a licensed real estate agent. In 2016, Defendant Freedman and Susan Mills entered into an agreement by which she would become his exclusive real estate agent, and in exchange, she would agree to work with no other investors than Defendant Freedman.

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6.

On July 20, 2016, Ms. Mills was in a car wreck. She called Defendant Freedman to tell him she would not be able to show him a house that day. Defendant Freedman told Ms. Mills he would make an appointment for her to treat her as a chiropractor.

7.

Defendant Freedman treated Ms. Mills as her chiropractor on July 21, 2016. Defendant Freedman’s employees, agents, or apparent agents treated Ms. Mills on 22, 25, 27, 29, 30, 2016; August 2, 3, 9, 10, 12, 15, 16, 2016; and September 1 and 2, 2016 for a total of 15 treatments on those dates through Pure Life Chiropractic.

8.

On September 5, 2016, Defendant Freedman and Ms. Mills were looking at a house off of Marcola Rd. south of Mohawk, Oregon, to buy as a potential investment for Defendant Living Trust. After viewing the house, Defendant Freedman said, “we should get naked” inside of the house. Ms. Mills was surprised and declined.

9.

Defendant Freedman’s employees, agents, or apparent agents treated Ms. Mills at Pure Life Chiropractic on September 7, 8, 10, 14, 15, 17, 19, 22, 23, 27, 28, and 30, 2016 for a total of 12 additional treatments through Pure Life Chiropractic.

10.

In early October 2016, Defendant Freedman was viewing another house in Eugene, Oregon, with Ms. Mills on behalf of Defendant Living Trust. Defendant Freedman cornered Ms. Mills in the master bedroom. He lifted up Ms. Mills’s shirt and put his hand down her pants without her consent. Ms. Mills was shocked and froze. She was terrified and speechless. Soon, other potential buyers in the house came near the room, and Defendant Freedman pulled away.

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11.

Defendant Freedman personally treated Ms. Mills as her chiropractor on October 28, November 11 and 15, and December 7, 2016. Defendant Freedman’s employees, agents, or apparent agents treated Ms. Mills on October 3, 5, 7, 10, 12, 13, 17, 19, 21, 15, 27, 28, 2016; November, 4, 7, 9, 16, 18, 21, 23, and 26, 2016, for a total of 23 treatments through Pure Life Chiropractic.

12.

On December 10, 2016, again viewing a house in Eugene, Oregon, for potential investment on behalf of Defendant Living Trust, Defendant Freedman cornered Ms. Mills in the bedroom and put his hand up her shirt and groped her buttocks. Defendant Freedman penetrated Ms. Mills’ vagina with his fingers.

13.

On another occasion in late 2016, Ms. Mills was showing a house in Veneta, Oregon, to Defendant Freedman for investment on behalf of Defendant Living Trust. Defendant Freedman groped Ms. Mills’s breasts.

14.

That same year, Ms. Mills showed Defendant Freedman and his business partner a house on Coburg Road. When the business partner went to look under the house, Defendant Freedman pushed Ms. Mills against a wall and rubbed his pelvis against her.

15.

Another time in 2016, viewing a house in Eugene, Oregon, on behalf of Defendant Living Trust, Defendant Freedman cornered Ms. Mills at a house in the kitchen, thrust his pelvis against her, and groped her breasts.

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16.

The day after Defendant Freedman cornered Ms. Mills in the kitchen, Defendant Freedman asked Ms. Mills in a threatening tone of voice if she had told anyone “what happened.” Ms. Mills was afraid and said she had not told anyone. Defendant Freedman said, “Someone said something and if it wasn’t you, that’s a huge coincidence.” Defendant Freedman controlled Ms. Mills’ home and income, and Ms. Mills was afraid his violence would escalate if she did disclose that he was sexually assaulting her.

17.

On December 16, 2016, Ms. Mills was showing a house in Creswell, Oregon, to Defendant Freedman on behalf of Defendant Living Trust. Defendant Freedman put his hand up Ms. Mills’s shirt. Ms. Mills pushed his hand away.

18.

Defendant Freedman treated Ms. Mills as her chiropractor on December 21, 2016 and his employee, agent, or apparent agent treated Ms. Mills on December 26, 2016, for an additional 2 treatments through Pure Life Chiropractic.

19.

In late February or early March 2017, Ms. Mills was showing Defendant Freedman a house on behalf of Defendant Living Trust, and Defendant Freedman said he was going to “stop groping” her because he “felt like a turkey.” He asked Ms. Mills if she would like to live in the home they were looking at. Ms. Mills said she could not afford it, and Defendant Freedman offered to buy the home and Ms. Mills could rent the home until she could buy it.

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20.

Defendant Living Trust purchased the property referenced in paragraph 19. Around April 20, 2017, Defendant Freedman and Ms. Mills entered into a Residential Real Estate Agreement by which Susan Mills would rent to own the property. On March 29, 2018, Defendant Freedman extended the date of purchase to November 1, 2018. After November 1, 2018, Ms. Mills did not purchase the property, but continued paying monthly rental payments to Defendant Living Trust.

21.

On June 22, 2017, looking at another property on behalf of Defendant Living Trust, Dr. Freedman put his hand up Ms. Mills's shirt.

22.

On June 27, 2017, Ms. Mills was showing Defendant Freedman a house in northwest Eugene, Oregon, on behalf of Defendant Living Trust, and Defendant Freedman put his hand up Ms. Mills's shirt several times. That same day, at another property in Springfield, Oregon, he removed his penis from his pants and exposed himself to Ms. Mills.

23.

On June 30, 2017, viewing a property in Springfield, Oregon, on behalf of Defendant Living Trust, Defendant Freedman forced Ms. Mills into a room separate from other people in the house, pushed her against the wall and thrust his pelvis into her.

24.

On January 2, 2018, viewing a house in Springfield on behalf of Defendant Living Trust, Defendant Freedman walked past Ms. Mills and brushed her breast with his elbow.

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25.

On January 6, 2018, viewing another property in Springfield, Oregon, on behalf of Defendant Living Trust, Defendant Freedman grabbed Ms. Mills’s breasts.

26.

On July 12, 2018, while viewing a property in Eugene, Oregon, on behalf of Defendant Living Trust, Defendant Freedman put his hand under Ms. Mills’s panties and also touched her breast. Defendant Freedman penetrated Ms. Mills’s vagina with his fingers.

27.

On August 3, 2018, viewing a property in Creswell, Oregon, on behalf of Defendant Living Trust, Defendant Freedman stepped into a closet and took his penis out of his pants, exposing himself to Ms. Mills.

28.

On November 1, 2018, viewing a property in Springfield, Oregon, on behalf of Defendant Living Trust, Defendant Freedman pushed Ms. Mills over and thrust his pelvis into her buttocks from behind.

29.

On November 8, 2018, viewing a property in Eugene, Oregon, on behalf of Defendant Living Trust, Defendant Freedman put his hands up Ms. Mills’s shirt and down her pants. Defendant Freedman penetrated Ms. Mills’s vagina with his fingers.

30.

On December 9, 2018, viewing a property in Creswell, Oregon, on behalf of Defendant Living Trust, Defendant Freedman pushed Ms. Mills’s upper body down

1 on a kitchen island, pulled her dress up, and rubbed his pelvis against her.
2 Defendant Freedman did not let her up until someone else pulled into the driveway.

3 31.

4 On all of the occasions described above, Ms. Mills was afraid and felt unable to
5 escape. Defendant Freedman had control over her income and her home. As her
6 chiropractor and as her landlord, he held a relationship of trust and power over Ms.
7 Mills and used those relationships to sexually assault and coerce her.

8 32.

9 In late 2018 or early 2019, Ms. Mills's son asked Ms. Mills if Defendant Freedman
10 had ever sexually assaulted or harassed her. Ms. Mills confirmed that Defendant
11 Freedman had sexually assaulted and harassed her. Upon information and belief,
12 Ms. Mills's son confronted Defendant Freedman's business partner, Jeffery Mustin,
13 about the Defendant Freedman's sexual assault and harassment of women.

14 33.

15 In early 2019, Defendant Freedman called Ms. Mills, and said in a threatening
16 manner that someone said Ms. Mills had accused him of sexual harassment. Ms.
17 Mills was terrified she could lose her home and income.

18 34.

19 Around this time, Defendant Freedman told Ms. Mills that he would no longer be
20 buying houses. Upon information and belief, Defendant Freedman has continued
21 to invest in properties. It appeared Defendant Freedman was declining to work with
22 Ms. Mills because she had reported and opposed his sexual harassment.

23 35.

24 Defendants Freedman and Pure Life Chiropractic, as medical providers, had a
25 heightened standard of care to patients, including Susan Mills. Defendants

1 Freedman and Pure Life Chiropractic knew or should have known that Defendant
2 Freedman was a danger of sexual assault and sexual harassment to patients,
3 including Susan Mills. Defendants Freedman and Pure Life Chiropractic were
4 negligent in one or more of the following:

- 5 (a) In exposing patients, including Ms. Mills, to the danger of sexual
6 harassment and sexual assault from Defendant Freedman;
- 7 (b) In allowing Defendant Freedman to use his position as a chiropractor to
8 groom Ms. Mills for sexual contact;
- 9 (c) In failing to providing sufficient security for patients, including Ms.
10 Mills, while they were under Defendant Freedman's care, giving
11 Defendant Freedman access to sexually harass and assault patients;
- 12 (d) In maintaining policies that failed to inform patients about how to report
13 sexual harassment, failed to adequately respond to reports of sexual
14 harassment or sexual assault from practitioners, and/or that failed to
15 protect patients, including Ms. Mills, from sexual harassment or sexual
16 assault; and/or
- 17 (e) In failing to adequately train practitioners, including Defendant
18 Freedman, to create a safe environment, free from sexual assault and
19 harassment, leading to the sexual harassment and assault of Ms. Mills.

20 36.

21 Because of Defendants' negligence Susan Mills will require counseling and mental
22 health treatment. Ms. Mills has income loss from investing her time and energy into
23 Defendant Living Trust's investment business, rather than in other investment
24 companies. Defendants Freedman and Living Trust made sexual harassment and
25 assault a condition of ongoing work. When Ms. Mills opposed that harassment and

1 assault, Defendants Freedman and Living Trust retaliated against Ms. Mills,
2 resulting in income loss. As a result of Defendants' wrongdoing, Ms. Mills has
3 economic harm to be determined by a jury at trial, not to exceed \$350,000.

4 37.

5 Defendants' negligence caused Ms. Mills to suffer severe distress, humiliation,
6 sleeplessness, anxiety, fear for her physical safety, and other harms that far exceed
7 the financial harms she experienced. Ms. Mills has suffered the humiliation and
8 violation of having a doctor she trusted sexually harass and assault, violating her
9 body and exposing his genitals to her in an intimidating and coercive way.
10 Defendant Freedman isolated Ms. Mills and pressured her to submit to the violence
11 he inflicted on her. As her landlord and her sole source of income, Defendant
12 Freedman coerced and violated Ms. Mills. He owed her a heightened duty of trust and
13 betrayed that trust over and over again. Those non-financial harms are to be
14 determined by a jury at trial, but not to exceed \$1,000,000.

15 38.

16 Defendants' negligence caused Ms. Mills' harm as described above.

17 39.

18 Defendants' 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 **SECOND CLAIM FOR RELIEF – NEGLIGENCE PER SE**
22 **(AGAINST DEFENDANT FREEDMAN AND DEFENDANT PURE LIFE)**

23 40.

24 Plaintiff incorporates paragraphs 1-39 as though fully set forth.
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41.

In the conduct described above, Defendant Freedman and Defendant Pure Life 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 to protect patients like Susan Mills from the type of harm Susan Mills suffered.

42.

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

43.

Defendants’ 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
(AGAINST ALL DEFENDANTS)**

44.

Plaintiff incorporates paragraphs 1-44 into this claim as though fully set forth.

45.

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

- (a) In exposing patients, including Ms. Mills, to the danger of sexual harassment and sexual assault from Defendant Freedman;

- 1 (b) In allowing Defendant Freedman to use his professional positions to
2 groom Ms. Mills for sexual contact;
- 3 (c) In failing to providing sufficient security for women, including Ms.
4 Mills, while they were interacting with Defendant Freedman, giving
5 Defendant Freedman access to sexually harass and assault women;
- 6 (d) In maintaining policies that failed to protect women, including Ms.
7 Mills, from sexual harassment and/or sexual assault from Defendant
8 Freedman; and/or
- 9 (e) In failing to adequately train Defendant Freedman to create a safe
10 environment, free from sexual assault and harassment, leading to the
11 sexual harassment and assault of Ms. Mills.

12 46.

13 Defendant's violations caused Plaintiff's harms as described above and
14 incorporated into this claim.

15 47.

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

19

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

21 48.

22 Plaintiff incorporates paragraphs 1-47 as though fully set forth herein.

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49.

Defendant Freedman committed sexual battery in the acts listed above when he made harmful or offensive contact with Susan Mills for his own sexual gratification and without her consent.

50.

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

51.

The sexual battery caused Plaintiff's harms as described above and incorporated into this claim.

52.

Defendants' 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.

**FIFTH CLAIM FOR RELIEF – HOUSING DISCRIMINATION
ORS 659A.659A.421
(AGAINST DEFENDANT FREEDMAN)**

53.

Plaintiff incorporates paragraphs 1-52 as though fully set forth herein.

54.

On October 11, 2019, Ms. Mills notified Defendant Freedman of her claims against him for sexual harassment and sexual assault. By letter dated October 18, 2019, only 7 days later, Defendant Freedman attempted to evict Ms. Mills from her home.

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55.

Defendant Freedman violated ORS 659A.421 in one or more of the following:

- (a) By making submission to sexual acts a condition of Ms. Mills’s ongoing tenancy in his property through the acts listed above;
- (b) By engaging in unwanted, offensive conduct that was so severe or pervasive it changed the terms or conditions of Ms. Mill’s rental agreement; and/or
- (c) By retaliating against Ms. Mills by attempting to evict her after he learned of her claims against him.

56.

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

57.

Plaintiff is entitled to attorney fees and costs under ORS 659A.885.

**SIXTH CLAIM FOR RELIEF – DETRIMENTAL RELIANCE
(AGAINST DEFENDANT FREEDMAN)**

58.

Plaintiff incorporates paragraphs 1-57 as though fully set forth herein.

59.

In 2016, Defendant Freedman promised to exclusively use Susan Mills as his real estate agent. Relying on that promise, Susan Mills completed work related to a number of properties, including a property located at 1893 West 25th Avenue, Eugene, OR 97405.

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60.

In making sexual harassment and sexual assault a condition of working together, Defendant Freedman broke his promise to do work together, and the implied covenant of good faith and fair dealing.

61.

Susan Mills was harmed in being forced to choose between her safety and her income, and in choosing her safety, she has been excluded from income on a number of properties, including the property located at 1893 West 25th Avenue, Eugene, Oregon. Defendant’s violations caused Plaintiff’s harms as described above and incorporated into this claim.

62.

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 DEFENDANT FREEDMAN)**

63.

Plaintiff incorporates paragraphs 1-62 as though fully set forth herein.

64.

In 2016, Defendant Freedman and Plaintiff Susan Mills entered into an agreement to have an exclusive business partnership.

65.

In making sexual harassment and sexual assault a condition of working together, Defendant Freedman violated the implied covenant of good faith and fair dealing.

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66.

Upon information and belief, after Susan Mills opposed Defendant Freedman’s sexual harassment and sexual assault, Defendant Freedman violated the agreement, using other real estate agents.

67.

Susan Mills was harmed in being forced to choose between her safety and her income, and in choosing her safety, she has been excluded from income on a number of properties, including the property located at 1893 West 25th Avenue, Eugene, Oregon. Defendant’s violations caused Plaintiff’s harms as described above and incorporated into this claim.

68.

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 – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(AGAINST ALL DEFENDANTS)**

69.

Plaintiff incorporates paragraphs 1-68 as though fully set forth herein.

70.

Throughout the actions described in this Complaint, Defendants acted intentionally or recklessly, engaging in extreme and outrageous conduct, which they knew or should have known would result in severe emotional distress for Susan Mills.

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71.

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

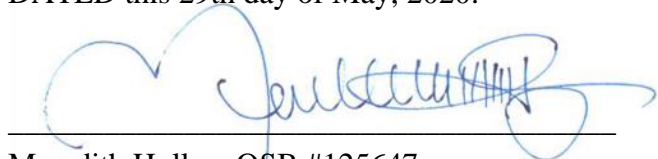
72.

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 prays for judgment against Defendant as follows:

- a. Economic loss in an amount to be determined by the jury, not to exceed \$350,000;
- b. For fair and reasonable noneconomic damages in an amount to be determined by the jury, not to exceed \$1,000,000;
- c. For attorney fees under ORS 20.701;
- d. For attorney fees under ORS 659A.885; and
- e. For reasonable costs and disbursements incurred in this action.

DATED this 29th day of May, 2020.



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1 Attorney for Plaintiff

2 Trial Attorney: Meredith Holley

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