

IN THE IOWA DISTRICT COURT FOR BREMER COUNTY

<p>WESLEY GADE,</p> <p>Plaintiff,</p> <p>vs.</p> <p>WAVERLY GOLF AND COUNTRY CLUB,</p> <p>Defendant.</p>	<p>Case No.</p> <p>PETITION</p> <p>and</p> <p>JURY DEMAND</p>
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COMES NOW Plaintiff Wesley Gade and for his cause of action against Defendant states as follows:

INTRODUCTION

1. This is an action under the Iowa Civil Rights Act (“ICRA”) and Iowa’s common law, challenging Defendant’s illegal conduct towards Plaintiff.
2. Plaintiff Wesley Gade (“Wes”) is a resident of Bremer County, Iowa.
3. Defendant Waverly Golf and Country Club is an Iowa corporation doing business in Bremer County, Iowa.
4. The acts of which Plaintiff complains occurred in Bremer County.

PROCEDURAL REQUIREMENTS

1. On December 2, 2021, within 300 days of the acts of which he complains, Plaintiff filed charges of employment discrimination against Defendant with the Iowa Civil Rights Commission.
2. On May 18, 2022, less than 90 days prior to the filing of this Petition, the Iowa Civil Rights Commission issued an Administrative Release with respect to Plaintiff's charges.

BACKGROUND FACTS

5. On October 2, 2019, Defendant hired Wes as its General Manager.

6. Some of Defendant's members made inappropriate and offensive racial and sexual comments on its premises.

7. Wes personally heard some of these racist or sexual comments.

8. Other employees of Defendant also reported these inappropriate comments to him.

9. A member once opined that "Tiger Woods would make a good slave."

10. Other members referred to female employees as "sluts" or "whores."

11. Some members attempted to flirt with female employees.

12. Some members also touched female employees inappropriately.

13. Multiple female employees reported members' sexual and degrading acts and asked Wes to stop the sexual harassment.

14. As General Manager, Wes did not have the power to act against Defendant's members without approval from Defendant's Executive Board.

15. Wes repeatedly reported racial and sexual comments to the Board during their monthly meetings.

16. The Board directed Wes to delay any discussions with members about their behaviors to allegedly prevent disruption and conflict.

17. The Board excused these members' behaviors because they "were probably drunk."

18. The Board directed Wes not to confront any intoxicated members for inappropriate behavior.

19. The Board failed to protect employees from harassment and limited Wes' ability to do so.

20. The Board's monthly meeting minutes failed to document Wes' complaints about members' inappropriate behavior.

21. Members' harassment toward employees continued.

22. Member Tom Ray perpetrated much of the racist and sexist behavior.
23. Ray is married to former Board President and current member LuAnn Ray.
24. Ray shoved ice down the front of the shirt of employee Sierra Swanson, claiming he was “getting her lubed up for the day.”
25. In another incident, Ray beckoned with his finger for Emma Wagoner, a female employee, to come near him.
26. When Emma arrived to assist him, Ray leered, “I just wanted to prove that I could make you cum with one finger.”
27. Wes reported both instances to the Board.
28. The Board failed to take any action against Ray or to protect Sierra, Emma, and other workers.
29. The Board also failed to give Wes guidance regarding his authority to act.
30. The Board insisted that it could not act unless Sierra and Emma complained in writing directly to the Board.
31. The Board also suggested that the sexual harassment of female employees might stop if the employees wore uniforms.
32. In or around April 2021, member Alyssa Olsgaard was sitting at the bar when Ray came up behind her and massaged her shoulders.
33. Alyssa immediately tensed up and yelled, “Get the fuck off me!”
34. Ray disregarded her reaction and acted like Alyssa was overacting.
35. Alyssa complained to Wes and asked for security camera footage of the incident.
36. Wes once again reported Ray’s actions to the Board.
37. Once again, the Board failed to take action to stop the harassment or to protect women at the club.

38. On June 24, 2021, Wes wrote a formal letter to each Board member detailing the harassment he previously reported and requesting clarification of his authority to respond to members' inappropriate behavior to protect female members and employees.

39. Wes sent the letters via certified mail to stress the importance of the issue and so he could tell when the letters were delivered.

40. The very same day, Wes received an email from the Board setting his mid-year review for July 1.

41. Most Board members had received Wes' letter by June 26.

42. On June 27, the Board moved Wes' mid-year review to June 28.

43. As Wes was unavailable on June 28, Wes and the Board agreed to meet on June 29.

44. On June 29, the Board reviewed Wes' performance.

45. In almost every performance category, the Board rated Wes with the lowest score.

46. Wes had never seen a scoring rubric in his past reviews.

47. During past reviews, the Board always indicated he was meeting expectations.

48. During Wes' review, Board member Sarah Claiborne discussed Wes' letter documenting the sexual harassment.

49. Board member Barb Carson told Wes that his letter was the "final straw," and that Wes should have "just handled things" himself.

50. Wes reminded the Board that he had repeatedly reported the harassment and asked for their guidance, but nothing had been done.

51. At the end of Wes' mid-year review on June 29, 2021, the Board fired him.

52. Wes' employment contract required Defendant to give him 60 days' notice to terminate his employment.

53. Defendant promised to pay Wes for the next two months in lieu of notice, but failed to do so correctly.

54. The two checks were for different amounts and Wes never received a pay stub for the second check.

55. After Wes' termination, Board members spread rumors that they fired Wes due to misconduct.

56. In July 2021, Defendant sent an email announcing Wes' termination, titled "Urgent Board Announcement."

57. Despite having only about 160 members, Defendant sent the email to over 2,000 people.

58. Upon information and belief, this email went out to everyone who had ever visited the country club and given their email address to Defendant.

59. Although the email did not state why Wes had been fired, it implied that Wes had committed misconduct.

60. Board members have made false and harmful accusations about Wes to members of the community.

61. For example, Board member Craig Mehmen told people that the Board had "stuff" on Wes and that he sexually harassed employees.

62. Wes did not sexually harass employees at the country club.

63. Board members also made false statements that Defendant fired Wes for misconduct.

64. Board members have also told community members that if Wes sues them, they will "bury" him.

65. After firing Wes, Defendant failed to respond to calls from potential employers seeking to confirm Wes' employment with Defendant.

66. Sarah Claiborne was an employee and agent of Defendant, acting at all material times within the scope of her employment and agency.

67. Barb Carson was an employee and agent of Defendant, acting at all material times within the scope of her employment and agency.

68. Craig Mehmen was an employee and agent of Defendant, acting at all material times within the scope of his employment and agency.

**COUNT I
VIOLATION OF THE IOWA CIVIL RIGHTS ACT
RETALIATION**

69. Plaintiff repleads paragraphs 1 through 68 as if fully set forth herein.

70. Plaintiff engaged in protected activity by reporting sexual harassment, asking for the Board's assistance in stopping it, and otherwise opposing violations of the ICRA.

71. Plaintiff acted in good faith and with the reasonable belief that employees and members were experiencing incidents of sexual harassment.

72. Defendant retaliated against Plaintiff because of his protected activity.

73. As a result of Defendant's illegal acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages including, but not limited to, lost wages and benefits, medical expenses, emotional distress, fear, anguish, humiliation, intimidation, stress, and lost enjoyment of life.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount which will fully and fairly compensate him for his injuries and damages, for appropriate equitable and injunctive relief, for prejudgment and postjudgment interest, for attorney fees and litigation expenses, for the costs of this action, and for such other relief as may be just in the circumstances and consistent with the purpose of the Iowa Civil Rights Act.

**COUNT II
DEFAMATION**

74. Plaintiff repleads paragraphs 1 through 73 as if fully set forth herein.

75. Defendant made statements to the public that it fired Wes for misconduct.
76. Defendant made statements to the public that Wes sexually harassed employees.
77. Defendant did not fire Wes for misconduct.
78. Wes did not sexually harass employees.
79. Defendant's representations were made negligently or with malice.
80. Defendant's false representations resulted in material harm by impeding Wes' job search and injuring his reputation.
81. Defendant acted with willful and wanton disregard for Plaintiff's rights.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount which will fully and fairly compensate him for his injuries and damages, for punitive damages in amounts sufficient to punish Defendant and to deter it and others from similar conduct in the future, for prejudgment and postjudgment interest, for the costs of this action, and for such other relief as may be just in the circumstances.

JURY DEMAND

COMES NOW the Plaintiff and requests a trial by jury.

/s/ Madison Fiedler-Carlson
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