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U.S. DISTRICT COURT \_\_\_\_\_  
U.S. BANKRUPTCY COURT \_\_\_\_\_  
DISTRICT OF IDAHO \_\_\_\_\_

JAN - 7 2002

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7 UNITED STATES DISTRICT COURT  
8 FOR THE DISTRICT OF IDAHO

9 EQUAL EMPLOYMENT )  
10 OPPORTUNITY COMMISSION, )

11 Plaintiff, )

12 vs. )

13 SINCLAIR OIL CORPORATION, d/b/a/ )  
14 SUN VALLEY COMPANY, )

15 Defendants. )

16 JENNIFER CRICK, )

17 Plaintiff, )

18 vs. )

19 SINCLAIR OIL CORPORATION, a )  
20 Wyoming corporation; SUN VALLEY )  
21 COMPANY, a Wyoming corporation; and )  
22 MIKE FEDERKO and AMY FEDERKO, )  
individuals, and their marital community, )

23 Defendants. )

No. CIV-01-0499-S-BLW ✓

COMPLAINT IN INTERVENTION AND  
DEMAND FOR JURY TRIAL

District Court No. CV 01-7830

24 Plaintiff, Jennifer Crick, by and through her attorney of record, C. Matthew Andersen of Winston  
25 & Cashatt, appears and states by way of Complaint the following:  
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COMPLAINT IN INTERVENTION AND  
DEMAND FOR JURY - PAGE 1

LAW OFFICES OF  
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**I. PARTIES**

1.1 Plaintiff Jennifer Crick is a single woman and a resident of Sun Valley, Idaho. Ms. Crick has satisfied all conditions precedent to maintain this action.

1.2 Defendant Sinclair Oil Corporation (hereinafter "Sinclair") is a Wyoming corporation. Sinclair is properly authorized and doing business in the State of Idaho.

1.3 Defendant Sun Valley Company, a Wyoming corporation (hereinafter "Sun Valley") is a d/b/a of Sinclair. Sun Valley is properly authorized and doing business in the State of Idaho.

1.4 Defendant Mike Federko is an individual. Mike and Amy Federko are believed to be husband and wife, thereby constituting a marital community. Upon information and belief, Mike and Amy Federko are residents of Blaine County, Idaho. All actions taken by Mike Federko were for the benefit of the marital community and bind the community assets.

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**II. JURISDICTION**

2.1 This Court has jurisdiction over the parties and over the subject matter of this lawsuit pursuant to 28 U.S.C. §1367.

2.2 The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the District of Idaho.

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**III. FACTS**

3.1 In November of 1997, Ms. Crick applied for, and was accepted for, an internship position with Sun Valley. On or about December 18, 1997, Ms. Crick began work for Sun Valley as a Guest Services hostess. Ms. Crick's expectation was this position would turn into a long-term career.

3.2 At this time, Ms. Crick's immediate supervisor was Tim Taylor. Tim Taylor's supervisor was Denzel Rowland, the Mountain Operations Manager.

1           3.3     During the 1997-1998 ski season, Ms. Crick performed the normal and customary duties  
2 of a Guest Services hostess. In addition, she did the ski report two or more times each week and  
3 performed some office administrative work for Mr. Rowland as directed.

4           3.4     When the 1997-1998 ski season ended and Ms. Crick's internship was complete, Mr.  
5 Rowland offered Ms. Crick a summer/fall position for 1998 with Sun Valley. In that position Ms. Crick  
6 was to, amongst other duties, make trail signs and maps, re-open the forest fire lookout, prepare  
7 mountain bike trails, ride in a promotional video for the mountain bike trails, work as a guide on the  
8 trails once they were open, recruit new winter-season employees, develop new-employee orientation  
9 programs, and perform office administrative duties. Mr. Rowland committed to Ms. Crick that  
10 thereafter she would be considered a full-time employee of Sun Valley with the appropriate benefits.  
11 Mr. Rowland represented to Ms. Crick that she would return to Guest Services during the winter  
12 months, beginning the 1998-1999 winter ski season. Based on the representations, Ms. Crick accepted  
13 the full time position.

14           3.5     During the summer/fall of 1998, Ms. Crick reported directly to Ms. Heidi Ottley. Ms.  
15 Ottley performed administrative duties, amongst other duties. Ms. Ottley's supervisor was Mr.  
16 Rowland.

17           3.6     During the summer/fall of 1998, Ms. Crick witnessed first-hand Mr. Rowland sexually  
18 harassing Ms. Ottley at the workplace. This occurred numerous times.

19           3.7     In approximately the late summer or early fall of 1998, Ms. Ottley quit her position with  
20 Sun Valley because of Mr. Rowland's harassment. At this time, Mr. Rowland asked Ms. Crick to  
21 assume Ms. Ottley's administrative duties while he attempted to convince Ms. Ottley to return to work  
22 for Sun Valley. Mr. Rowland informed Ms. Crick that he did not want to replace Ms. Ottley with a new  
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1 administrative assistant because he wanted to be sure that the position remained open for Ms. Ottley if  
2 she chose to return. He stated that a new or outside employee would likely expect to remain in the  
3 position on a permanent basis, which would make it impossible to rehire Ms. Ottley.

4           3.8     Mr. Rowland further promised Ms. Crick that if she would take Ms. Ottley's position, she  
5 would be allowed to return to the summer/fall position she had worked in previously. Moreover, in  
6 accordance with their previous agreement, Mr. Rowland promised that she could return to her position  
7 in Guest Services in the winter regardless of when, or even if, Ms. Ottley returned.

8           3.9     Later in the fall of 1998, Ms. Ottley returned to work for Sun Valley. However, Mr.  
9 Rowland promoted Ms. Ottley to a different position. At that time, Mr. Rowland asked Ms. Crick to  
10 remain in Ms. Ottley's previous position, promising her that as soon as the 1998-1999 winter ski season  
11 started, Ms. Crick would work one-half time in the office position performing administrative duties and  
12 one-half time on the mountain performing Guest Services hostess duties. Mr. Rowland represented that  
13 such a plan was meant to be a promotion and would ultimately result in an increase in salary, authority,  
14 and responsibilities. Mr. Rowland stated he would accomplish this plan by hiring a part-time employee  
15 who would perform the administrative duties during the one-half of each day that Ms. Crick was on the  
16 mountain performing her Guest Services hostess duties. Ms. Crick accepted Mr. Rowland's offer under  
17 those terms.

18           3.10    When the 1998-1999 ski winter season began, Mr. Rowland set up Ms. Crick's work  
19 schedule as he had agreed. Ms. Crick worked one-half of each day in the office performing  
20 administrative duties and one-half of each day on the mountain performing Guest Services hostess  
21 duties. Mr. Rowland hired another person to perform the administrative duties during the one-half day  
22 when Ms. Crick was on the mountain. Ms. Crick's authority and responsibilities increased.

1           3.11    Almost immediately after Ms. Ottley returned to work, Mr. Rowland's sexual harassment  
2 of her resumed. Again, Ms. Crick witnessed first-hand numerous incidents of sexual harassment.

3           3.12    Mr. Rowland also began to verbally abuse Ms. Crick at the workplace.

4           3.13    In January of 1999, Ms. Ottley reported Mr. Rowland's sexual harassment to Wally  
5 Huffman, Sun Valley's General Manager. Mr. Huffman, Sun Valley and Sinclair conducted an  
6 investigation. As part of this investigation, Ms. Crick was interviewed. She related her experience and  
7 observations regarding Mr. Rowland's sexual harassment of Ms. Ottley to Sinclair's counsel. As a  
8 result, Ms. Ottley's sexual harassment complaints were corroborated.

9           3.14    As a result of the investigation, Mr. Rowland was transferred to another ski area owned  
10 by Sinclair. Mike Federko took over Mr. Rowland's duties at Sun Valley as Mountain Operations  
11 Manager.

12           3.15    Mr. Federko, without asking for or obtaining Ms. Crick's concurrence and without  
13 concurring with Ms. Crick's supervisor, Ms. Ottley, modified Ms. Crick's previously agreed-to  
14 employment terms. Mr. Federko stripped Ms. Crick of all her Guest Services authority, responsibility,  
15 and duties. He confined her to work solely in the office doing administrative work. This was contrary  
16 to the employment terms Ms. Crick and Mr. Rowland had agreed to.

17           3.16    Mr. Federko began treating Ms. Crick with extreme and pervasive hostility. Mr. Federko  
18 refused to even speak to Ms. Crick.

19           3.17    Once the 1999 winter ski season was completed, Mr. Federko similarly stripped Ms.  
20 Ottley of her authority and responsibility.

21           3.18    Mr. Federko completely ostracized Ms. Ottley and Ms. Crick in the work place.

1           3.19    At the end of the 1998-1999 winter ski season, Mr. Federko announced that the  
2 summer/fall mountain bike trail operation would not be operated and Ms. Crick would not have a  
3 position there as she did during the previous summer/fall season. Other employees who had worked on  
4 the bike trail operation became angry with Ms. Ottley and Ms. Crick, claiming if they had not testified  
5 against Mr. Rowland and the sexual harassment, they would still have their summer jobs.  
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7           3.20    Sun Valley became an increasingly hostile workplace for Ms. Crick.

8           3.21    Mr. Federko subsequently stripped Ms. Crick of more of her duties. Ms. Crick was no  
9 longer invited to participate in meetings and decisions. It became apparent that there was not enough  
10 work to do in the office for both Ms. Ottley and Ms. Crick.  
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12           3.22    Due to the fact that nearly all of Ms. Crick's duties had been taken away, that she was  
13 stripped of her position in Guest Services, that there was not enough work for her to do in the office to  
14 keep her occupied, and that the workplace was becoming increasingly hostile, Ms. Crick felt that her  
15 working conditions were intolerable and decided to seek summer employment elsewhere. Ms. Ottley  
16 and Ms. Crick reached a clear understanding that Ms. Crick was only leaving for the summer and upon  
17 her return for the 1999-2000 winter ski season, she would be placed back where she was before she  
18 testified about the harassment, at Guest Services.  
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20           3.23    Ms. Crick personally reviewed her separation report, which stated that she was a "very  
21 good employee but became unhappy with her work conditions." It also stated that she was eligible for  
22 rehire. The separation report was signed by both Ms. Ottley and Peter Stearn, the Division Manager.

23           3.24    In the fall of 1999, Ms. Crick followed Sun Valley's standard procedure and submitted an  
24 application to return to Guest Services as a hostess for the 1999/2000 winter ski season.  
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1           3.25    Standard procedure at Sun Valley provided that all applicants are called in for interviews,  
2 and that persons eligible for rehire are to be placed above new applicants.

3           3.26    Ms. Crick did not receive a telephone call from anyone at Sun Valley responding to her  
4 application. Ms. Crick spoke with various Sun Valley employees to determine what the situation was.  
5 She was informed by two Guest Service supervisors, Tim Taylor and Chuck Claffin, that they would be  
6 happy to have her back working for them at Guest Services.  
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8           3.27    Ms. Crick was also told by various Sun Valley employees that Mr. Federko had openly  
9 stated that he would not rehire Ms. Crick even though she was eligible because he did not want to deal  
10 with any of "that Heidi Ottley situation." Mr. Federko had issued an edict not to rehire Ms. Crick based  
11 on her testimony that she had witnessed Mr. Rowland sexually harassing Ms. Ottley.  
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13           3.28    Concerned about these allegations, Ms. Crick scheduled a meeting with Mr. Huffman, the  
14 General Manager of Sun Valley, to see if what she had heard was true. Without Ms. Crick's knowledge  
15 or consent, Mr. Huffman directed Norma Ellison, the Human Resources Director of Sun Valley, to join  
16 in the meeting.

17           3.29    Ms. Ellison and Mr. Huffman had Ms. Crick's employment application in their  
18 possession at the meeting. During the meeting, both Ms. Ellison and Mr. Huffman confirmed that Ms.  
19 Crick's file stated that she was eligible for rehire. Ms. Crick informed them of the allegations she had  
20 heard, and asked whether they were true; that she was not going to be called back or rehired because she  
21 had answered truthfully during the investigation of Mr. Rowland's sexual harassment of Ms. Ottley.  
22 Ms. Ellison and Mr. Huffman confirmed the allegations, stating that they understood Mr. Federko's  
23 reasoning for not wanting to rehire her because they could see why he would not want to "get into that  
24 again," referring to her involvement in the Heidi Ottley investigation.  
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1           3.30 Mr. Huffman and Ms. Ellison then attempted to intimidate Ms. Crick, telling her that she  
2 were to blame for what had occurred. They told Ms. Crick that she owed Mr. Federko an apology and  
3 directed her to apologize to him. They implied that she never should have spoken out during the  
4 investigation of Ms. Ottley's allegations of sexual harassment against Mr. Rowland.  
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6           3.31 As a result of the interview Ms. Crick was left with the clear understanding that if she had  
7 not become involved in the Heidi Ottley situation by testifying, then she would be treated like any other  
8 Guest Services applicant. However, because she had testified against an employee of Sun Valley, she  
9 would be rejected for employment. Furthermore, Ms. Ellison and Mr. Huffman insinuated that if Ms.  
10 Crick wanted her job back, she would have to apologize to Mr. Federko and beg for a job because she  
11 was in a different category than the other applicants due to her testimony.  
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13           3.32 Ms. Crick told Ms. Ellison and Mr. Huffman that there was no reason to apologize to  
14 anyone or beg for her job back since she had only done the right thing by testifying truthfully about the  
15 sexual harassment. She also stated that she deserved to be called in for an interview, just like anyone  
16 else, and she believed she deserved her Guest Services job back in accordance with Mr. Rowland's  
17 promise.  
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19           3.33 Sun Valley refused to even consider Ms. Crick for rehire. Sun Valley never acted upon  
20 Ms. Crick's application or even called her in for an interview.  
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22           3.34 Ms. Crick was at all times an exemplary employee of Sun Valley.  
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24           3.35 Ms. Crick has been harassed and discriminated against because of her testimony. As a  
25 direct and proximate result, Ms. Crick has suffered economic and emotional damages all in an amount to  
26 be proven at the time of trial.



1 **IV. CLAIM AGAINST SUN VALLEY:**  
2 **RETALIATION IN VIOLATION OF IDAHO CODE §67-5911**

3 4.1 Plaintiff Jennifer Crick realleges paragraphs 3.1 through 3.35 as if fully set forth herein.

4 4.2 Ms. Crick testified, assisted, and participated in an investigation of sexual harassment of  
5 Mr. Rowland, one of Sun Valley's employees. Ms. Crick testified that she had witnessed first-hand Mr.  
6 Rowland sexually harassing Ms. Ottley, another Sun Valley employee, thereby corroborating Ms.  
7 Ottley's complaint of sexual harassment.

8 4.3 After Ms. Crick's testimony regarding the sexual harassment, the terms of her  
9 employment were arbitrarily modified and she was placed into a different employment position.  
10 Thereafter, nearly all of her authority, responsibility and duties were taken from her without explanation.

11 4.4 The Mountain Operations Manager, Mr. Federko, treated Ms. Crick with extreme and  
12 pervasive hostility. Mr. Federko refused to even speak to Ms. Crick. Mr. Federko began to ostracize  
13 Ms. Crick in the work place. Ms. Crick was no longer invited to participate in meetings and decisions.

14 4.5 It became apparent to Ms. Crick that there was not enough work to do in the office for  
15 both Ms. Crick and her supervisor, Ms. Ottley.

16 4.6 Ms. Crick's duties, responsibility, and authority were diminished because she had  
17 testified in the sexual harassment investigation.

18 4.7 Due to the fact that nearly all of Ms. Crick's duties had been taken away, that she was  
19 stripped of her position in Guest Services, that there was not enough work for her to do in the office to  
20 keep her occupied, and the fact that the workplace was becoming increasingly hostile, Ms. Crick felt that  
21 her working conditions were intolerable and decided to seek summer employment elsewhere. Ms. Crick  
22 resigned from her summer position at Sun Valley.  
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1           4.8     A few months later, Ms. Crick applied to be rehired at Sun Valley for the winter ski  
2 season. She was told by various Sun Valley employees that she would not be rehired because of her  
3 involvement in the sexual harassment investigation, and her truthful testimony that she had witnessed  
4 sexual harassment. A manager at Sun Valley issued an edict not to rehire Ms. Crick based on her  
5 testimony.  
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7           4.9     Ms. Crick was told by the General Manager and the Human Resources Director at Sun  
8 Valley that they understood the manager's reasoning for not wanting to rehire her because they could  
9 see why he would not want to "get into that again," referring to her involvement in the Heidi Ottley  
10 investigation. Ms. Crick was told she was to blame for what had occurred and she owed Mr. Federko an  
11 apology.  
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13           4.10    Ms. Crick was never rehired or called in for an interview by Sun Valley.

14           4.11    Ms. Crick was not rehired or called in for an interview because she had testified in the  
15 sexual harassment investigation.

16           4.12    The actions of Sun Valley are in violation of Idaho's laws against discrimination as set  
17 forth in I.C. § 67-5911.

18           4.13    Ms. Crick has suffered economic and emotional damages in an amount to be proven at  
19 trial.  
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21                                   **V.     CLAIM AGAINST SUN VALLEY:**  
**BLACKLISTING AN EMPLOYEE IN VIOLATION OF I.C. §44-201**

22           5.1     Plaintiff Jennifer Crick realleges Paragraphs 3.1 through 4.13 as if fully set forth herein.  
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1           5.2     Sun Valley, through its employees and agents, blacklisted Ms. Crick because she had  
2 testified in the sexual harassment investigation of another Sun Valley employee. Sun Valley dubbed her  
3 as a troublemaker.

4           5.3     Ms. Crick was eligible for rehire. However, a manager at Sun Valley, Mr. Federko, told  
5 other employees at Sun Valley not to rehire Ms. Crick because she had testified in the sexual harassment  
6 investigation of another Sun Valley employee.

7           5.4     Other management at Sun Valley agreed with, and implemented, Mr. Federko's decision  
8 to blacklist Ms. Crick even though she was eligible for rehire.

9           5.5     Sun Valley did this for the purpose of preventing Ms. Crick from receiving employment.

10          5.6     Sun Valley did this with actual malice and with deliberate intent to mislead.

11          5.7     As a result, Ms. Crick was unable to receive employment from Sun Valley.

12          5.8     Sun Valley's actions are in violation of Idaho's laws against blacklisting as set forth in  
13 I.C. §44-201.

14          5.9     Ms. Crick has suffered economic and emotional damages in an amount to be proven at  
15 trial.

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18                 **VI. CLAIM AGAINST SUN VALLEY: BREACH OF COVENANT**  
19                         **OF GOOD FAITH AND FAIR DEALING**

20          6.1     Plaintiff Jennifer Crick realleges Paragraphs 3.1 through 5.9 as if fully set forth herein.

21          6.2     Ms. Crick had an employment contract with Sun Valley.

22          6.3     Sun Valley retaliated against Ms. Crick for testifying truthfully in a sexual harassment  
23 investigation. Sun Valley modified its employment agreement with Ms. Crick after she testified in a  
24 sexual harassment investigation. Sun Valley created a hostile and intolerable work environment for Ms.  
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1 Crick because she testified in a sexual harassment investigation. Sun Valley refused to consider Ms.  
2 Crick for rehire, even though she was eligible for rehire, because she testified in a sexual harassment  
3 investigation.

4 6.4 Such actions and/or inactions by Sun Valley constitute breaches of the duty of good faith  
5 and fair dealing.

6 6.5 Ms. Crick has suffered direct and consequential damages in an amount to be proven at  
7 trial.

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9 **VII. CLAIM AGAINST FEDERKO AND SUN VALLEY: NEGLIGENT OR INTENTIONAL**  
10 **INFLICTION OF EMOTIONAL DISTRESS**

11 7.1 Plaintiff Jennifer Crick realleges Paragraphs 3.1 through 6.5 as if fully set forth herein.

12 7.2 Mr. Federko and Sun Valley's retaliation against Ms. Crick for testifying truthfully in a  
13 sexual harassment investigation was extreme and outrageous conduct.

14 7.3 Mr. Federko and Sun Valley's retaliation was intentional and reckless. It was done with  
15 the intent to punish Ms. Crick for testifying truthfully in a sexual harassment investigation and to send a  
16 message to Ms. Crick and to other employees not to testify truthfully during Sun Valley's investigations  
17 into discrimination, or to suffer the consequences.

18 7.4 Mr. Federko and Sun Valley's conduct has caused Ms. Crick to suffer severe emotional  
19 distress. Ms. Crick has undergone counseling to assist her in dealing with her emotional distress.

20 7.5 Ms. Crick has suffered economic and emotional damages in an amount to be proven at  
21 trial.

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23 **VIII. CLAIM AGAINST FEDERKO:**  
24 **TORTIOUS INTERFERENCE WITH A PROSPECTIVE BUSINESS RELATIONSHIP**

25 8.1 Plaintiff Jennifer Crick realleges Paragraphs 3.1 through 7.5 as if fully set forth herein.

1           8.2    Ms. Crick had a potential business relationship with Sun Valley. Ms. Crick would have  
2 had a business relationship with Sun Valley if she had the opportunity to be hired.

3           8.3    Mr. Federko blacklisted Ms. Crick and refused to rehire her, even though she was eligible  
4 for rehire.

5           8.4    Mr. Federko refused to rehire Ms. Crick because she testified in a sexual harassment  
6 investigation.

7           8.5    Mr. Federko's interference was wrongful. Mr. Federko had an improper objective and  
8 purpose of punishing Ms. Crick for testifying truthfully in a sexual harassment investigation.

9           8.6    Ms. Crick has suffered economic and emotional damages as a result of the wrongful  
10 interference in an amount to be proven at trial.

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13                           **IX. CLAIM AGAINST SUN VALLEY:**  
14                           **CONSTRUCTIVE DISCHARGE IN CONTRAVENTION OF PUBLIC POLICY**

15           9.1    Plaintiff Jennifer Crick realleges Paragraphs 3.1 through 8.6 as if fully set forth herein.

16           9.2    After Ms. Crick testified in the sexual harassment investigation, Sun Valley arbitrarily  
17 modified the agreed-upon terms of her employment and put her in a different position.

18           9.3    Sun Valley stripped Ms. Crick of nearly all of her authority, responsibility, and duties.

19           9.4    Ms. Crick's manager began to treat Ms. Crick with extreme and pervasive hostility. He  
20 refused to even speak to Ms. Crick.

21           9.5    Ms. Crick was ostracized in the workplace.

22           9.6    Sun Valley failed to provide Ms. Crick with the summer position it had promised her.

23           9.7    Ms. Crick was no longer invited to participate in meetings and decisions.  
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1           9.8     Nearly all of Ms. Crick's duties and responsibilities had been stripped, and it became  
2 apparent that there was not enough work to do in the office for both Ms. Crick's supervisor, Ms. Ottley,  
3 and Ms. Crick.

4           9.9     Due to the fact that nearly all of Ms. Crick's duties had been taken away, that she was  
5 stripped of her position in Guest Services, that there was not enough work for her to do in the office, and  
6 the fact that the workplace was becoming increasingly hostile, Ms. Crick felt that Sun Valley had made  
7 her working conditions intolerable and she decided to seek summer employment elsewhere and  
8 resigned.

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10          9.10    Ms. Crick has suffered economic and emotional damages in an amount to be proven at  
11 trial.

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13                               **X.     PRAYER FOR RELIEF**

14           **WHEREFORE**, Plaintiff Jennifer Crick prays for the following relief from the Court:

- 15           1.     That the Court enters judgment in favor of Ms. Crick for past and future lost wages.
  - 16           2.     That the Court enter judgment in favor of Ms. Crick for loss of employment  
17 prospectively, including, without limitation, front pay.
  - 18           3.     That the Court enter judgment in favor of Ms. Crick for lost benefits;
  - 19           4.     That the Court enter judgment in favor of Ms. Crick for emotional damages and such  
20 other general damages proven at trial.
  - 21           5.     That the Court enter judgment in favor of Ms. Crick for punitive damages as allowed by  
22 law.
  - 23           6.     That the Court enter judgment in favor of Ms. Crick for medical bills.
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1 7. That the Court enter judgment in favor of Ms. Crick for her attorneys fees and costs as  
2 allowed by law.

3 8. Plaintiff Jennifer Crick reserves the right to ask the Court to enter judgment in favor of  
4 Ms. Crick for punitive damages in the maximum amount allowed by law.  
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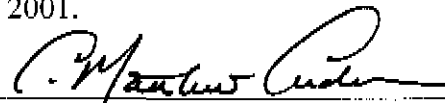
6 9. That all issues of fact be tried to a jury of twelve persons.

7 10. For such other further relief as the Court deems just and equitable.  
8

8 DEMAND FOR JURY

9 Plaintiff Jennifer Crick requests a jury trial on all questions of fact.

10 DATED this 18<sup>th</sup> day of December, 2001.

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12 C. MATTHEW ANDERSEN, ISB 3581  
13 WINSTON & CASHATT  
14 Attorneys for Plaintiff Jennifer Crick