

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
2 FOR THE COUNTY OF UNION  
3

4 **BROCK ECKSTEIN**; and,  
5 **LAURA ECKSTEIN**,

6 Plaintiffs,

7 v.

8 **CITY OF ELGIN, OREGON**, a municipal  
9 corporation of the State of Oregon; **ALEX**  
10 **MCHADDAD**, in both his official capacity  
11 as Elgin City Administrator and in his  
12 personal capacity; **STANLEY JAMES**  
13 **JOHNSON**, in his official capacity as  
14 Mayor of Elgin, Oregon and in his personal  
15 capacity,

16 Defendants.

Case No.: 26CV06926

**COMPLAINT**

(Breach of Contract; Unjust Enrichment;  
Violation of ORS 652, et seq.; Abuse of  
Process; Libel; Slander; False Light;  
Intentional Infliction of Emotional Distress;  
Intentional Interference with Economic  
Relations; Negligence; Negligent Infliction  
of Emotional Distress, Declaratory  
Judgment)

Damages estimated at \$3,000,000.00

**JURY TRIAL DEMANDED**

NOT SUBJECT TO MANDATORY  
ARBITRATION

Filing fee of \$884 (ORS 21.160(1)(d))

17 Plaintiffs allege as follows:

18 **PARTIES, VENUE, JURISDICTION**

19 1.

20 Plaintiffs Brock Eckstein and Laura Eckstein are individuals, married, and domiciled in  
21 Union County, Oregon. Brock Eckstein is a decorated United States Army combat veteran who  
22 has served multiple tours in combat zones throughout the world. Mr. Eckstein is the former  
23 elected City Administrator and Pro-Tem Administrator for the City of Elgin, Oregon.

2 2.

3 Laura Eckstein is a licensed Oregon attorney, owner of Laura Eckstein Law, LLC, and  
4 former Municipal Judge for the City of Elgin. She is also a United States Army veteran.

5 Hereafter, Brock Eckstein and Laura Eckstein are referred to collectively as "Plaintiffs."

1 3.

2 Defendant Stanley James Johnson is a convicted criminal (Union County Circuit Court  
3 Case No. 23CR55678). He is also the Mayor of the City of Elgin, Oregon.

4 4.

5 Based on Defendant Johnson’s criminal record (Exhibit A), the fact that his hours of  
6 required community service were performed in Elgin in 2024 and supervised by his subordinate,  
7 the City Administrator *Pro Tem* (Exhibit B), and the fact that he is the Mayor, it is more likely  
8 than not that Defendant Johnson is domiciled in the City of Elgin, Union County, Oregon. An  
9 August 2, 2023, report posted by the Union County Sheriff confirms that Defendant Johnson  
10 resides in Elgin, Oregon. (<https://ucsooregon.gov/altercation-leads-to-citation/>)

11 5.

12 Defendant City of Elgin, Oregon (hereafter: “City”) is an Oregon Municipal Corporation  
13 located in Union County, Oregon.

14 6.

15 Defendant Alex McHaddad is the present City Administrator Pro Tem for the City of  
16 Elgin, Oregon. On information and belief, Mr. McHaddad is domiciled in Union County,  
17 Oregon.

18 7.

19 This Court has jurisdiction pursuant to ORS 14.030 and ORCP 4. Venue is proper within  
20 this Court pursuant to ORS 14.050 and ORS 14.080. All Plaintiffs and Defendants are domiciled  
21 or otherwise transact business in Union County, Oregon.

22 8.

23 Notice pursuant to the Oregon Tort Claims Act was duly served on Defendants on

1 January 16, 2026.

2 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

3 9.

4 BROCK ECKSTEIN is a highly decorated United States Army officer, combat veteran  
5 and an American hero.

6 10.

7 On multiple occasions, Mr. Eckstein was wounded in combat and is the recipient of the  
8 multiple Purple Heart awards and the Army Commendation Medal with V (valor) device for acts  
9 of bravery under enemy fire.

10 11.

11 Mr. Eckstein has led men in battle in service to our nation on three separate combat  
12 deployments to Iraq. As a result of his service and wounds sustained in combat, Mr. Eckstein  
13 suffers from complex combat related Post Traumatic Stress Disorder (PTSD) and a Traumatic  
14 Brain Injury (TBI).

15 12.

16 LAURA ECKSTEIN is a decorated United States Army officer and lawyer.

17 13.

18 In 2024 and 2025, Mrs. Eckstein was deployed overseas and serving our nation in a  
19 combat zone, separated from her husband, her children, and her grandchildren.

20 14.

21 Prior to her deployment, Laura Eckstein met with the Elgin City Council and informed  
22 them of her impending military obligations. At all times relevant, Defendants knew or should  
23 have known of Mrs. Eckstein's overseas service, and its impact on her and Mr. Eckstein.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

15.

In early 2021, due to the high stress nature of the City Administrator position, his TBI, and PTSD, Brock Eckstein resigned as elected City Administrator for the City of Elgin to pursue private business interests, including consulting through Laura Eckstein Law, LLC. As part of his resignation, the City agreed to retain him for training his replacement and completing ongoing projects.

16.

The City and Brock Eckstein entered into a Severance Agreement and Full Release, acknowledging \$19,696.92 in unpaid vacation and benefits owed to Brock Eckstein. Due to budget constraints, the City explicitly agreed to satisfy this obligation partially through in-kind transfer of a laptop, electronics, and tools used for City projects, which Brock Eckstein had performed outside his regular duties (e.g., repairing City Hall subfloors, pouring concrete pads for the museum and RV park, and constructing retaining walls).

17.

Shortly after Brock Eckstein resigned, his replacement (Allen Duffy) abruptly resigned, leading the City to again retain Mr. Eckstein as Pro-Tem Administrator under the March 18, 2021 Employment Agreement. This contract provided for a \$125,000 annual salary equivalent, including non-traditional, in-kind compensation such as communication, fuel, and technology stipends (usable for mental health services). The agreement also entitled him to grant bonuses (\$2,500 per \$50,000 in grants secured by Brock Eckstein for City projects) and extra PERS/HSA contributions. Throughout his work for the City, Mr. Eckstein secured over \$12,000,000 in grant funds to the benefit of the Defendant City of Elgin.

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

18.

Plaintiffs also operated Olympus Fitness LLC under the January 8, 2019, Services Agreement with the Elgin Parks and Recreation District (a City-related entity), which allocated costs for gym improvements (e.g., security system relocation covered by the District).

19.

On July 8, 2023, at 12:48 AM, the Union County Sheriff’s Office was dispatched to a fight in progress at the Elgin Station. Upon their arrival, deputies found Mayor Johnson intoxicated and injured. Mayor Johnson had allegedly assaulted a female.

20.

On information and belief, during the investigation on July 8, 2023, Mayor Johnson repeatedly asked deputies “*Do you know who I am?*” On information and belief, Mayor Johnson told deputies that if they arrested him, he would “*contact the sheriff and have them fired.*” The deputies did not arrest Mayor Johnson on July 8, 2023.

21.

On July 28, 2023, after numerous interviews and a thorough investigation, Mayor Johnson was charged with assault in the fourth degree and disorderly conduct. Mayor Johnson was issued a citation and was not arrested. In November 2023, Mayor Johnson pleaded guilty to offensively touching a female. As a part of the judgment of conviction, Mayor Johnson was required to complete at least 40 hours of community service.

22.

Shortly after Defendant Johnson’s November 2023 criminal conviction, he approached Plaintiff Brock Eckstein and requested assistance in fulfilling his court-ordered community service obligations through City-related projects. Plaintiff Eckstein, then serving as Pro-Tem

1 City Administrator, expressed concern regarding the ethical implications and appearance of  
2 impropriety. As an employee subordinate to Defendant Johnson and the City, Plaintiff Eckstein  
3 was unwilling to approve or sign off on any court-related documentation without proper  
4 oversight. He insisted that any such arrangement be presented transparently to the City Council  
5 for formal approval in open session. Plaintiff Eckstein further refused to permit Defendant  
6 Johnson to receive both community service credit and compensation for time and materials in  
7 connection with constructing an outbuilding for the Elgin Historical Society.

8 23.

9 After Plaintiff Eckstein's departure, Defendant McHaddad replaced him as City  
10 Administrator *Pro Tem*. In January 2024, Defendant McHaddad, the Mayor's subordinate,  
11 signed off on the Mayor's community service hours. Defendant McHaddad represented himself  
12 as the Mayor's supervisor and attested that the Mayor had completed 31.5 hours of community  
13 service at the Elgin Fire Department, the Elgin Museum and Historical Society, and the Elgin  
14 Opera House. On information and belief, Defendant McHaddad is not employed by any of these  
15 organizations.

16 24.

17 Following Plaintiff Eckstein's refusal to facilitate these arrangements, Defendants  
18 withheld owed compensation from Plaintiff Brock Eckstein and initiated a forensic audit,  
19 demand letter, and criminal referrals that form the basis of this action, motivated by retaliation  
20 for his unwillingness to acquiesce to their improper conduct and by a desire to deflect and divert  
21 public scrutiny from their own actions (e.g. Mayor Johnson beating up a woman while he was  
22 drunk at a bar in Elgin), all to Plaintiffs' substantial economic and non-economic detriment.  
23 Mayor Johnson is up for reelection in 2026.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

25.

The forensic audit scrutinized expenditures from 2017 to 2025. The audit flagged approximately \$31,007.41 as improper, including authorized purchases under the contracts. It is completely unclear how the Defendants arrived at this number. On information and belief, the “auditors” were friends of Defendant McHaddad or Defendant Johnson, and the city followed no process contemplated in ORS 279 *et seq* or ORS 297 *et seq*.

26.

On September 26, 2025, Elgin City Attorney Wyatt Baum, at the direction of Mayor Johnson and Defendant McHaddad, sent a demand letter to Brock Eckstein's then attorney, accusing Brock Eckstein of misappropriating City funds for personal expenses, allowing staff to pay personal debts and insurance with City funds, purchasing gaming equipment, and using City funds for the gym “operated by Mr. and Mrs. Eckstein” prior to its sale to the Parks District. The letter demanded repayment and threatened legal action, despite the contracts explaining the expenditures. The Elgin City Attorney drafted these letters, having known or should have known, that they had no basis in fact or law. Indeed, Mr. Baum and the Defendants knew this because they were responsible for drafting the very contracts that expressly allowed the expenditures the City now contests.

27.

In March 2025, Defendants referred the matter for criminal investigation to the Union County Sheriff's Office, Oregon State Police, Oregon Department of Justice, and other government entities alleging misappropriation. Defendants intentionally and wrongfully suppressed the contracts during the investigation, failing to produce them despite DOJ requests in July and September 2025, as noted in the DOJ's October 30, 2025, decline letter. (Exhibit C).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

28.

The DOJ declined prosecution on October 30, 2025, finding insufficient evidence of criminal conduct and noting that the contracts (provided by Plaintiffs and suppressed by Defendants) explained the expenditures and addressed the allegations.

29.

Defendant McHaddad also made defamatory statements to third parties, including in a closed-door meeting with City of Joseph councilors, leading to the cancellation of Brock Eckstein's consulting contract with the City of Joseph, and the cancellation of Laura Eckstein's pending municipal judge contract with the City of Joseph.

30.

Defendants' actions were willful, malicious, and in bad faith, motivated by retaliation against Brock Eckstein and to avoid paying over \$300,000 in owed compensation. Defendants knew or should have known the accusations were false, given their involvement in drafting the contracts and Mr. Eckstein's explanatory email.

31.

As a direct result, Plaintiffs have suffered economic damages (unpaid compensation exceeding \$300,000, and lost consulting and judicial services income), non-economic damages including severe emotional distress exacerbating Brock Eckstein's TBI/PTSD, reputational harm to Laura Eckstein's law practice, severe emotional distress suffered by Laura Eckstein while on an overseas deployment and away from her family, and other harms that will be proven at trial.

32.

All acts and omissions by individual Defendants were committed within the scope of their employment or agency with the City of Elgin. The City is therefore vicariously liable.

1 33.

2 In the alternative, Defendants Johnson, McHaddad, and the City of Elgin (through its  
3 governing body and agents) acted in concert and pursuant to a tacit or implied agreement to  
4 retaliate against and harm Plaintiffs. Their acts involved malice, fraud, and willful misconduct.  
5 These coordinated acts by the Defendants constitute a conspiracy to commit the underlying torts  
6 alleged herein, rendering Defendants jointly and severally liable for all resulting damages.

7 **FIRST CAUSE OF ACTION**

8 *Breach of Contract—Defendant City of Elgin*

9 34.

10 All previous paragraphs are incorporated by reference herein.

11 35.

12 Plaintiffs and Defendant City of Elgin entered into multiple valid and enforceable  
13 contracts, including the March 18, 2021 Employment Agreement, the March 1, 2021 Severance  
14 Agreement and Full Release, and the client fee agreement between Laura Eckstein Law, LLC  
15 and the City, in addition to the municipal judge contract. The City offered these contracts, and  
16 Plaintiffs accepted. In consideration, Defendants agreed to pay sums certain and Plaintiffs agreed  
17 to perform all work promised under the agreements.

18 36.

19 Plaintiffs performed all obligations under the contracts, including Brock Eckstein's  
20 services as Pro-Tem Administrator and consultant, Laura Eckstein’s performance under the  
21 municipal judge contract, and joint operation of Olympus Fitness LLC under the January 8, 2019  
22 Services Agreement with the Elgin Parks and Recreation District.

23 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

37.

Defendant City of Elgin breached the contracts by failing to pay owed compensation (exceeding \$300,000 in unused stipends, grant bonuses, PERS/HSA contributions, and benefits), repudiating the agreements through the forensic audit and September 26, 2025 demand letter, and suppressing the contracts during the DOJ investigation (as noted in the October 30, 2025 decline letter). Additionally, or in the alternative Defendants failed to abide by their duty of good faith and fair dealing.

38.

As a direct and proximate result of the breach, Plaintiffs have suffered damages in an amount to be proven at trial, including unpaid compensation (at least \$300,000), lost business opportunities, and consequential damages, in excess of \$500,000. Said damages were the foreseeable result of defendants' actions.

39.

Plaintiffs are entitled to recover foreseeable and economic damages in the amount of at \$800,000 or such other amount as a jury finds reasonable, in addition to prejudgment interest, an enhanced prevailing party fee of \$5,000 in accordance with ORS 20.190(3)(b), and attorney fees pursuant to the March 18, 2021 employment contract and ORS 20.096.

**SECOND CAUSE OF ACTION**

*Unjust Enrichment—Defendant City of Elgin*

40.

All previous paragraphs are incorporated by reference herein.

41.

In addition, or in the alternative to, the Plaintiffs' First Cause of Action, Defendant has

1 failed to pay to Plaintiffs money to which they are rightfully entitled based upon their  
2 performance, and Defendant has been directly and indirectly unjustly enriched and benefited  
3 thereby. Equity and good conscience demand that Plaintiffs be compensated.

4 42.

5 Plaintiffs are entitled to recover the money unlawfully held from them, such amount to be  
6 proven at trial, in addition to prejudgment interest, and an enhanced prevailing party fee of  
7 \$5,000 in accordance with ORS 20.190(3)(b).

8 **THIRD CAUSE OF ACTION**

9 *Violation of Oregon Wage and Hour laws (ORS 652, et seq.)—Defendant City of Elgin*

10 43.

11 All previous paragraphs are incorporated by reference herein.

12 44.

13 At all times relevant, Defendant City of Elgin was Plaintiff Brock Eckstein’s employer.  
14 ORS 652.120 required Defendant City of Elgin to pay Brock Eckstein all wages due at the time  
15 the wages were due. Defendant City of Elgin willfully failed to do so. Plaintiffs caused notice of  
16 demand for payment and intent to seek attorney fees under ORS 652.200 to be served upon  
17 Defendants on January 28, 2026, at least ten days prior to filing this action. Plaintiff’s attorney  
18 provided multiple opportunities for good faith settlement discussions prior to filing this  
19 complaint. Defendants failed to respond in any way to these opportunities. When Plaintiffs’  
20 attorney sought public city records to attempt to calculate damages precisely to avoid potentially  
21 unnecessary litigation, Defendant McHaddad, the City Administrator *Pro Tem*, proposed a fee of  
22 \$5,000 and denied Plaintiffs’ request for a waiver to save the parties costs.

23 ///

1 45.

2 Plaintiff Brock Eckstein is entitled to collect the wages and penalty wages due in an  
3 amount to be proven at trial, in addition to attorney fees (ORS 652.200), costs, disbursements  
4 and prejudgment interest.

5 **FOURTH CAUSE OF ACTION**

6 *Abuse of Process—All Defendants*

7 46.

8 All previous paragraphs are incorporated by reference herein.

9 47.

10 Defendants initiated legal processes, including a forensic audit, the September 26, 2025  
11 demand letter, and criminal referrals to law enforcement, the Oregon Department of Justice  
12 (DOJ), and other agencies for an ulterior purpose: to avoid paying owed compensation and to  
13 retaliate against Plaintiffs because Plaintiffs refused to engage in Defendants' corruption and  
14 Defendant Mayor Johnson's attempted fraud upon the Court.

15 48.

16 Specific to Defendant McHaddad and Defendant Johnson, their ulterior purposes were  
17 rooted in corruption, political self-advancement, and retaliation against Plaintiffs for refusing to  
18 enable their self dealing schemes.

19 49.

20 Defendant McHaddad sought to make himself appear smart, tough on supposed  
21 government waste, and electable to the citizens of Elgin so he could retain his position as City  
22 Administrator and advance himself within the Oregon Republican Party. Ironically, Defendant  
23 McHaddad lacked the requisite character and courage to stand up to Mayor Johnson. This is

1 demonstrated through text message evidence and audio recordings of unemployment proceedings  
2 before the Office of Administrative Hearings.

3 50.

4 Defendant Mayor Johnson approached Brock Eckstein shortly after his November 2023  
5 criminal conviction. During this conversation, he asked Plaintiff to assist him with fulfilling his  
6 court mandated community service obligations through City related projects. This made Plaintiff  
7 Eckstein uncomfortable because of the ethics and the optics. As a subordinate and employee of  
8 the Defendant Mayor and City, Mr. Eckstein was equally uncomfortable signing off on court  
9 documents for the Defendant Mayor. Indeed, to the extent the Mayor wished to pursue this  
10 course of action regarding his criminal conviction, Plaintiff Eckstein insisted on transparency  
11 and approval of the Defendant Mayor's request via a council meeting. Plaintiff Eckstein refused  
12 to allow Defendant Mayor Johnson to double dip by claiming community service credit while  
13 billing for time and materials on an outbuilding for the Elgin Historical Society. After Plaintiff  
14 Eckstein voiced his opposition, Defendants refused to pay Brock Eckstein's owed compensation  
15 and orchestrated baseless complaints, audits, and criminal referrals against him precisely because  
16 he would not "play ball" with their corrupt practices. Instead, Defendants sought to scapegoat  
17 Plaintiff Eckstein to cover their own misconduct and personal gains at Plaintiffs' expense and to  
18 Plaintiffs' severe detriment.

19 51.

20 After the Defendants made the criminal referral to the Oregon Department of Justice  
21 (DOJ), the DOJ twice requested copies of the contract between Plaintiff Brock Eckstein and  
22 Defendants. Defendants twice refused to provide the contracts, despite possessing them and  
23 knowing that their terms allowed the conduct for which they complained.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

52.

After Plaintiff Brock Eckstein provided the DOJ with his contract, The DOJ found zero evidence of criminal wrongdoing and declined further investigation.

53.

As a direct and proximate cause of Defendants’ actions, Plaintiffs suffered damages including legal fees, reputational harm, lost business, and severe emotional distress. Brock Eckstein remains unemployed. Plaintiff Laura Eckstein was forced to relocate her law practice to Salem, Oregon. Plaintiffs’ economic and non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

**FIFTH CAUSE OF ACTION**

*Libel—All Defendants*

54.

All previous paragraphs are incorporated by reference herein.

55.

Defendants published false and defamatory written statements in the September 26, 2025, demand letter accusing Plaintiff Brock Eckstein of misappropriation, personal expenses, gaming equipment purchases, and gym fraud. On information and belief, Defendants made other defamatory statements, in writing, to other persons for the purpose of damaging Plaintiffs’ reputations.

56.

Defendants made these defamatory statements with full knowledge of their falsity. Defendants knew they were false because the City was a party to the signed contract and specifically negotiated the very provisions that explicitly allowed the expenses.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

57.

The statements were unprivileged, imputed crime and professional dishonesty, and caused special harm to Plaintiffs’ reputations and business endeavors.

58.

As a result of Defendants’ conduct, plaintiffs suffered damages, including reputational harm, lost income, moving expenses, and severe emotional distress. Plaintiffs’ economic and non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

**SIXTH CAUSE OF ACTION**

*Slander—All Defendants*

59.

All previous paragraphs are incorporated by reference herein.

60.

Defendants published false and defamatory oral statements, including in communications with the City of Joseph and others before, during, and after the criminal referrals, accusing Plaintiffs of criminal misconduct without probable cause or any evidence in support of Defendants’ statements. Defendants’ statements caused the City of Joseph to cancel Plaintiffs’ contracts with Joseph, causing significant lost income.

61.

The Defendants’ statements were unprivileged, imputed crime and professional dishonesty, and caused special harm to Plaintiffs’ reputations and business endeavors.

62.

As a result of Defendants’ conduct, plaintiffs suffered damages, including reputational harm, lost income, moving expenses, and severe emotional distress. Plaintiffs’ economic and

1 non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

2 **SEVENTH CAUSE OF ACTION**

3 *False Light—All Defendants*

4 63.

5 All previous paragraphs are incorporated by reference herein.

6 64.

7 Defendants placed Plaintiffs in a false light before the public through the demand letter,  
8 referrals, and other conversations, portraying them as thieves and misappropriators, which was  
9 highly offensive to a reasonable person and known to be false.

10 65.

11 Defendants acted with actual malice, with knowledge of, and in reckless disregard as to  
12 the falsity of the publicized matter and the false light in which the Plaintiffs would be placed  
13 because the Defendants knew the statements they made were false because the City was a party  
14 to the signed contract and specifically negotiated the very provisions that explicitly allowed the  
15 expenses Defendants used to accuse the Plaintiffs of theft and misappropriation.

16 66.

17 As a result of Defendants' conduct, plaintiffs suffered damages, including reputational  
18 harm, lost income, moving expenses, and severe emotional distress. Plaintiffs' economic and  
19 non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

20 **EIGHTH CAUSE OF ACTION**

21 *Intentional Interference with Economic Relations—All Defendants*

22 67.

23 All previous paragraphs are incorporated by reference herein.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

68.

Plaintiffs had existing and prospective economic relations, including consulting contracts with the City of Joseph and the gym business.

69.

Defendants intentionally interfered with those contracts through improper means such as false statements to the City of Joseph and by filing a false report with the DOJ and Union County Sheriff, causing cancellation of contracts and lost business opportunities.

70.

As a result of Defendants' conduct, plaintiffs suffered damages, including reputational harm, lost income, moving expenses, and severe emotional distress. Plaintiffs' economic and non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

**NINTH CAUSE OF ACTION**

*Intentional Infliction of Emotional Distress—All Defendants*

71.

All previous paragraphs are incorporated by reference herein.

72.

Defendants engaged in extreme and outrageous conduct that exceeded any reasonable limit of social toleration, including baseless criminal accusations, referrals, and attacks on Plaintiffs character and reputation. Defendants engaged in this conduct fully knowing of Brock Eckstein's combat-related TBI and PTSD and knowing that Plaintiff Laura Eckstein was presently deployed to a combat zone and that she had no reasonable way to defend against the false allegations. Defendants also had a special relationship with the Plaintiffs in the context of the employee-employer relationship.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

73.

Defendants intended or recklessly inflicted severe emotional distress. Defendants knew or should have known that severe emotional distress was certain or substantially certain to occur from their conduct.

74.

Defendants’ conduct in fact caused Plaintiffs’ severe mental and emotional distress. As a result of Defendants’ conduct, plaintiffs suffered severe emotional distress, requiring treatment and counseling. Plaintiffs’ economic and non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

**TENTH CAUSE OF ACTION**

*Negligence—All Defendants*

75.

All previous paragraphs are incorporated by reference herein.

76.

In addition, or in the alternative to the above causes of action, Defendants owed Plaintiffs a duty of care as former employer/contractor and in handling and/or investigating accusations reasonably, diligently, and fairly. No reasonable person or city would have acted in the manner which Defendants did.

77.

Defendants breached this duty by negligently conducting the audit, suppressing contracts, and making numerous false statements without any reasonable investigation in light of the risk to Plaintiffs. Defendants’ breach caused plaintiffs’ harm, such harm being the foreseeable consequence of Defendants’ actions and creating a foreseeable risk of the type of harm that

1 resulted. Plaintiffs are within the class of persons and Plaintiffs' injuries are within the general  
2 type of potential incidents and injuries that made Defendant's conduct negligent.

3 78.

4 As a result of Defendants' conduct, plaintiffs suffered damages, including reputational  
5 harm, lost income, moving expenses, and severe emotional distress. Plaintiffs' economic and  
6 non-economic damages exceed \$3,000,000 or such other amount as may be proven at trial.

7 **ELEVENTH CAUSE OF ACTION**

8 *Negligent Infliction of Emotional Distress—All Defendants*

9 79.

10 All previous paragraphs are incorporated by reference herein.

11 80.

12 Defendants engaged in outrageous conduct beyond the bounds of social toleration,  
13 including baseless criminal accusations and referrals, knowing of Brock Eckstein's combat-  
14 related TBI and PTSD and knowing that Plaintiff Laura Eckstein was presently deployed to a  
15 combat zone.

16 81.

17 As a result of Defendants' negligent conduct stated above, plaintiffs suffered severe  
18 emotional distress, requiring treatment and counseling. Plaintiffs' damages exceed \$500,000 or  
19 such other amount as a jury may determine reasonable after trial.

20 **TWELFTH CAUSE OF ACTION**

21 *Declaratory Judgment (ORS 28.010)—All Defendants*

22 82.

23 All previous paragraphs are incorporated by reference herein.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

83.

Defendants failed to record or keep adequate records of public meetings and executive sessions as required by ORS 192, *et seq.* Defendants routinely use personal cell phones to text message each other on matters related to public city business, without any meaningful way to preserve those records for the public or public inspection. On information and belief, Defendants routinely fail to preserve and protect records which the public has a right to inspect.

84.

As a result of Defendants’ failure to comply with Oregon Public Records and Meetings laws, Plaintiffs, citizens of Elgin, Oregon, and the public have been damaged in that their freedom to speak on matters of public interest under Article 1, section 8 of the Oregon constitution has been significantly abridged. Plaintiffs therefore separately seek to vindicate a constitutional right that applies to the public at large.

85.

Plaintiffs request a judgment declaring that Defendant City of Elgin is in violation of ORS 192, *et seq.* (Oregon Public Records and Meetings Law) and enjoining further violations by all Defendants. Plaintiffs are entitled to their attorney fees in accordance with *De Young v. Brown*, 368 Or 64 (2021).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for an order and judgment as follows:

- 1. That the Court declare the status of the above referenced Agreements, adjudging that Defendant City of Elgin is in default of material terms;
- 2. That the Court award Plaintiffs’ their actual, statutory, punitive (against individual Defendants after motion practice), and all other damages set forth above in each and

- 1 every claim in the amount of \$3,000,000 or such other amounts to be proven at trial;
- 2 3. An award of attorney fees pursuant to ORS 652.200, the terms of the contracts and
- 3 ORS 20.096, and *De Young v. Brown*, 368 Or 64 (2021). In addition, Plaintiffs seek
- 4 costs, disbursements, costs of the action, expenses of the suit, and prejudgment
- 5 interest as provided by law;
- 6 4. An enhanced prevailing party fee in the amount of \$5,000 in accordance with ORS
- 7 20.190(3)(b); and
- 8 5. Order such further or alternative relief, equitable or otherwise, as the Court
- 9 determines necessary.

10 **DATED** this 8th day of February 2026.

11 Respectfully submitted,

12 **FIR LAW GROUP**

13 /s/ Ryan Adams  
14 Ryan Adams, OSB 150778  
15 Ryan@FirLawGroup.com  
16 *Of Attorneys for Plaintiffs*

17 Trial Attorney: Ryan Adams

18  
19  
20  
21  
22  
23

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

State of Oregon,	)	
Plaintiff	)	
	)	Case No.: 23CR55678
vs.	)	
	)	JUDGMENT
	)	
Stanley J Johnson,	)	Case File Date: 11/15/2023
Defendant	)	District Attorney File #: CJD0705-23

DEFENDANT

True Name: Stanley J Johnson Sex: Male  
Date Of Birth: 11/18/1989

Alias(es): Stanley J Johnson

HEARING

Proceeding Date: 11/20/2023  
Judge: Thomas B Powers  
Court Reporter: Recording, FTR

Defendant appeared in person and was not in custody. The defendant was represented by Attorney(s) J. Glenn Null, OSB Number 040961. Plaintiff appeared by and through Attorney(s) TOBIAS TINGLEAF, OSB Number 075517. Defendant knowingly waived two day waiting period before sentencing.

COUNT(S)

It is adjudged that the defendant has been convicted on the following count(s):

Count 1 : Harassment

Count number 1, Harassment, 166.065(3), Misdemeanor Class B, committed on or about 07/08/2023. Conviction is based upon a Guilty Plea on 11/20/2023.

Suspended Imposition of Sentence

Imposition of sentence is suspended.

**Probation**

Defendant is placed on Bench Probation for a period of 12 month(s) and shall be subject to the following conditions of Probation:

Furthermore, Defendant is subject to the following Special Conditions of Probation (ORS 137.540(2)): Defendant shall:

- Pay fines, restitution or other fees ordered by the court.
- Report immediately to the Criminal Records office located at 1105 K Street La Grande, OR 97850. Phone Number: 541-962-9500 x 33.
- Obey all municipal, county, state and federal laws.
- Keep the Court advised of defendant's mailing address, throughout the probationary period, and immediately notify the Court in writing of any change in address.
- \*Have no direct or indirect contact with the victim(s): Kayla Laber unless requested in writing by the defendant, and authorized by the victim, court, treatment provider and probation officer if defendant is sentenced to supervised probation.
- \*Perform 40 hours of community service for a non-profit or governmental agency. Community Service is to be completed at the rate of 5 hours per month by September 20, 2024. All community service is to be pre-approved by the bench probation clerk or probation officer. Defendant is to provide written proof of completion on company letterhead or approved community service log form to the Court or probation officer by the date given above.
- All evidence seized to be forfeited to the state.
- Restitution to be determined within 90 days of this judgment upon a request filed by the District Attorney's office.

**Monetary Terms**

Defendant shall be required to pay the following amounts on this count:

Fees and Assessments: Payable to the Court.

Type	Amount	Modifier	Reduction	Actual Owed
Fine	\$100.00			\$100.00
Total	\$100.00			\$100.00

If convicted of a felony or a crime involving domestic violence, you may lose the right to buy, sell, transport, receive, or possess a firearm, ammunition, or other weapons in both personal and professional endeavors pursuant to ORS 166.250, ORS 166.291, ORS 166.300, and/or 18 USC 922(g).

**MONEY AWARD**



23CR55678

FILED  
 SEP 13 2024 PM 01:05  
 UNION COUNTY CIRCUIT COURT  
 DWA

Union County Circuit Court 541-962-9500

Community Service Log

All work must be done for a Non Profit Organization or Government Agency, approved by the court.

Name: Stanley James Johnson Case #:



Verified Correct Copy of Original 9/19/2024.

Date	Hours	Name	Supervisors	Supervisors	Contact
Worked	Worked	Of Agency	Printed Name	Signature	Phone Number
12/13/2024	12	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
12/14/2024	12	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
12/15/2024	10	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
1/7/2024	1	Elgin Fire Department	Alex McHaddad	<i>[Signature]</i>	(541) 805-2630
1/10/2024	1	Elgin Fire Department	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
1/14/2024	1	Elgin Fire Department	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
1/15/2024	1	Elgin Fire Department	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
1/17/2024	1	Elgin Fire Department	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
1/18/2024	1	Elgin Fire Department	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
1/19/2024	1.5	Elgin Museum and Historical Society	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
1/19/2024	4	Elgin Opera House	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
2/10/2024	10	Elgin Museum and Historical Society	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
2/17/2024	10	Elgin Museum and Historical Society	Alex McHaddad	<i>[Signature]</i>	(541) 805-8406
5/17/2024	4	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
5/31/2024	3	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
6/14/2024	2	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
6/28/2024	2	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
7/12/2024	2	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
7/26/2024	2	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
8/9/2024	2	Elgin SDA Church	Novalee Langley	<i>[Signature]</i>	(541) 786-5863
<b>Total of hours worked:</b>		82.5			

Drywall in Church  
 Drywall in Church  
 Drywall in Church  
 Snow Removal from Lot  
 Snow Removal from Lot  
 Snow Removal from Lot  
 Snow Removal from Lot  
 Snow Removal from Lot  
 Snow Removal from Parking areas and sidewalks  
 Snow Removal from Parking areas and sidewalks  
 Built Shed for storage for museum artifacts  
 Built Shed for storage for museum artifacts  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk  
 Yard Maintenance/Mow yard/Weed eat/Blow off sidewalk

cc: DA



**DEPARTMENT OF JUSTICE**  
CRIMINAL JUSTICE DIVISION

October 30, 2025

Alex McHaddad, City Administrator  
City of Elgin, Oregon  
P.O. Box 238  
Elgin, Oregon 97827

To the Honorable Alex McHaddad:

In March of 2025, the Criminal Justice Division of the Oregon Department of Justice received your request to investigate Brock Eckstein for criminal conduct alleged to have occurred while he was the Elgin City Administrator. The allegations were, among other things, that Mr. Eckstein had abused his elected office by misappropriating city funds. We have completed our investigation and have concluded that the interests of justice will not be served by a criminal prosecution.

During the investigation, agents of the Criminal Justice Division conducted multiple witness interviews and reviewed relevant materials including emails on government servers sent to and received by Mr. Eckstein, transaction receipts, various financial records, the City's accounting ledger, video evidence, and an investigation report that was produced by a private accounting firm which was paid for by the city of Elgin. At several points during the investigation – specifically in July and September of 2025 – agents requested copies of any contracts related to Mr. Eckstein's employment or business interests with the city of Elgin. The City was unable to produce or even to verify that the requested documents existed.

In October of 2025, the Department of Justice received copies of the requested documents from Neil Halttunen, an attorney who was representing Mr. Eckstein. The documents provided by Mr. Halttunen included a contract for employment between Mr. Eckstein and the City, a client fee agreement between Laura Eckstein Law and the City, a contract between Mr. Eckstein's business and Elgin Parks and Recreation District, and a severance agreement between the City and Mr. Eckstein. The documents provided by Mr. Halttunen directly addressed many of the criminal allegations that you had raised in your original complaint.

To bring criminal charges, the state bears the burden of producing evidence sufficient to prove each of the elements of a crime beyond a reasonable doubt. The records provided by Mr. Eckstein's attorney explain and provide context regarding Mr. Eckstein's conduct during his time in office. Based on the investigation, there is insufficient evidence of criminal conduct. Therefore, a criminal prosecution in this instance is not appropriate. Because the scope of the investigation was limited as to whether Brock Eckstein committed a crime by misappropriating city funds for personal gain, the agency did not separately inquire into whether his conduct violated any civil, regulatory, or employment prohibitions.

Exhibit C, p. 1 of 2

City of Elgin, Oregon  
October 30, 2025  
Page 2

The Department of Justice is closing its file on this investigation. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



BRADLEY H. KALBAUGH  
Senior Assistant Attorney General  
Criminal Justice Division

BHK: bhk

c: Wyatt Baum, Neil Halttunen, Brock Eckstein, Vince Cui