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**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

**HEATHER GRIFFIN**, an individual,

*Plaintiff,*

v.

**CITY OF MERIDIAN**, an Idaho  
municipal corporation, **MERIDIAN  
FIRE DEPARTMENT**, a political  
subdivision and department of the City of  
Meridian, **MERIDIAN RURAL FIRE  
PROTECTION DISTRICT**, a political  
subdivision of the State of Idaho,

*Defendants.*

Case No. CV01-24-03003

**COMPLAINT AND DEMAND  
FOR JURY TRIAL**

COMES NOW the Plaintiff, Heather Griffin, by and through her counsel Brian A. Ertz of Ertz Johnson LLP, and Scott Rose of Scott Rose, P.C., for her causes of action against Defendants, complains and alleges as follows:

### **I. INTRODUCTION**

This action seeks monetary, declaratory, and injunctive relief, alleging that Plaintiff Heather Griffin has been injured, and will continue to be injured, as a result of Defendants' violation of the Idaho Whistleblower Act, Title 6 Chapter 21 of Idaho Code and as a result of Defendants' denial of Plaintiff's right to due process.

### **II. JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction over this action pursuant to Idaho Code § 6-2105.

2. Venue is proper in this Court pursuant to Idaho Code § 6-2105(3) because the violation occurred within Ada County, Idaho; Plaintiff resides in Ada County, Idaho; and the City of Meridian and Meridian Fire Department reside within and do business within Ada County, Idaho.

3. Based on the allegations set forth herein, the Court has personal jurisdiction over all Defendants in this action.

### **III. PARTIES**

4. Plaintiff HEATHER GRIFFIN ("Mrs. Griffin") is now, and at all times relevant herein was, a resident of Ada County, State of Idaho.

5. Defendant CITY OF MERIDIAN (hereinafter "Defendant City") is now, and at all times relevant herein was, a political subdivision and municipal corporation in Ada County,

State of Idaho.

6. Defendant MERIDIAN FIRE DEPARTMENT (hereinafter “Defendant Fire Department”) is now, and at all times relevant herein was, a department of the City of Meridian Ada County, State of Idaho.

7. Defendant MERIDIAN RURAL FIRE PROTECTION DISTRICT, (hereinafter “Defendant Rural Fire District”) is a political subdivision of the State of Idaho that shares authorities, contributes financial responsibility, and jointly employs the workforce of the Meridian Fire Department.

8. Defendants are jointly and severally liable for Mrs. Griffin’s damages incurred as described herein.

#### **IV. STATEMENT OF FACTS**

9. On or about January 23, 2023 Defendants City of Meridian hired Plaintiff Mrs. Griffin as a Community Risk Reduction Specialist within the Meridian Fire Department.

10. Community Risk Reductions Specialists for Defendant City and Defendant Fire Department are tasked with “extract[ing], analyz[ing], interpret[ing], and configure[ing] reports regarding emergency response data from a variety of sources[,] and identif[ying] community risk vulnerabilities”; “[a]nalyz[ing] call volumes, types for trends and areas of risk mitigation measures”; recommend[ing] community risk reduction action plans for resolution of identified vulnerabilities”; and many other responsibilities.

11. On or about April 2023 Defendant Fire Department compiled fire response time data for the purpose of procuring international accreditation with the Center for Public Safety Excellence (the “Project”).

12. Shortly thereafter, in April 2023, the fire response time data sets were provided to Mrs. Griffin for the purpose of compiling a ‘Standards of Cover’ document to contribute to the application for the international accreditation.

13. In carrying out the express job duties of her position, Mrs. Griffin carefully reviewed the data sets she had been provided and beginning in May and June 2023 she and her colleagues presented accurate data to Defendant Fire Department’s Deputy Chief Charlie Butterfield (“Deputy Chief Butterfield”) for his review.

14. On multiple occasions beginning in May and June 2023, Deputy Chief Butterfield was dissatisfied with the data as presented by Mrs. Griffin and her colleagues and instructed Mrs. Griffin and her colleagues to modify the data by omitting unfavorable data, emphasizing other data, and manipulating both the data and the presentation of the data to ensure favorable outcomes in the ‘Standard of Cover’ document that would be presented to the accreditation body.

15. On multiple occasions from May through July 2023 Mrs. Griffin identified significant discrepancies between the underlying fire response time raw data compiled by Defendant Fire Department and the response time data that was to be presented to the accreditation body.

16. In conducting her work, Mrs. Griffin conferred with data experts and professionals involved in the Project and corroborated her belief that the data she had been presented was inaccurate and misleading.

17. Mrs. Griffin made a good faith determination that the data sets she had been provided were inaccurate, misleading, likely violated the law, and would result in waste.

18. On multiple occasions between June and July 2023, Mrs. Griffin communicated to Deputy Chief Butterfield her good faith belief that the fire response time data sets she had been presented were misleading and had been falsified.

19. On or about June through July 2023, other employees and consultants working on the Project, including data experts, communicated to Deputy Chief Butterfield their professional belief that the fire response time data sets complained of were misleading, inaccurate, and should not be utilized for the Project as Deputy Chief Butterfield directed.

20. Mrs. Griffin had reasonable basis in fact for her belief and for her communication thereof to Deputy Chief Butterfield.

21. When she made her belief known to Deputy Chief Butterfield, Mrs. Griffin believed the misrepresentation of fire response time data constituted waste of City and Fire Department resources and staff time and would result in wasteful impact to the community.

22. On or about July 11 through July 17, 2023, Mrs. Griffin believed the misrepresentation of fire response time data constituted violation of the law, rule or regulation adopted under the laws of the State of Idaho, the City of Meridian, or the United States; that her reports were made pursuant to an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review concerning the existence of any waste of public funds, property, or manpower, or a violation or suspected violation of a law, rule, or regulation adopted under the laws of the State of Idaho, the City of Meridian and/or the Meridian Rural Fire Protection District, a political subdivision of the state, or the United States.

23. Despite Mrs. Griffin's good faith report to Deputy Chief Butterfield, he ordered Mrs. Griffin to include the falsified data sets in an official report contributing to the Project.

24. On or about July 26, 2023, Mrs. Griffin reported to Defendant City's Human Resource Specialist Christena Barney ("HR Specialist Barney") that Mrs. Griffin believed that the fire response data sets included in the official report were inaccurate, misleading, and/or intentionally falsified, and did not comport with the raw data compiled by Defendant Fire Department.

25. Mrs. Griffin had reasonable basis in fact for her belief and for her communication thereof to HR Specialist Barney.

26. On the date that she made her belief known to HR Specialist Barney, Mrs. Griffin believed the misrepresentation of fire response time data constituted waste of City and Fire Department resources and staff time and would result in wasteful impact to the community.

27. On that same date, on or about July 26, 2023, Mrs. Griffin also reported that—on her information and belief—Deputy Chief Butterfield had contacted Mrs. Griffin's previous employer in an attempt to procure negative professional information about Mrs. Griffin that he communicated to her former employer he intended to use for an overdue performance evaluation.

28. Mrs. Griffin reported her concerns in good faith, believing the City of Meridian would investigate the allegations and act to remedy the waste.

29. Upon learning that Deputy Chief Butterfield had contacted her former employer, Mrs. Griffin experienced extreme emotional suffering and on or about July 28, 2023 took medical leave at the advice and direction of her professional medical care provider.

30. On August 21, 2023, upon returning from Mrs. Griffin's medical leave, HR Specialist Barney called Mrs. Griffin into her office and informed Mrs. Griffin that Defendants would not investigate the allegations that Mrs. Griffin had reported.

31. In response to Mrs. Griffin's reports, Defendant City, Defendant Fire Department, the Defendant Rural Fire District, Deputy Chief Butterfield, Meridian Fire Division Chief Michael Warmuth ("Division Chief Warmuth"), Meridian Fire Chief Kris Blume ("Chief Blume"), HR Specialist Barney, Defendant City's Human Resources Specialist Reba White ("HR Specialist White"), and John and Jane Does 1-10 (collectively "Employers"), have taken adverse action against their employee, Mrs. Griffin, contrary to and in violation of Idaho Code § 6-2104(1) because she, or a person authorized to act on her behalf, communicated in good faith the existence of waste of public funds, property, or manpower, or a violation or suspected violation of a law, rule or regulation adopted under the law of the State of Idaho, a political subdivision of the State of Idaho, and/or the United States.

32. Mrs. Griffin's communications to her Employers were made at a time and in a manner that gave the Employers reasonable opportunity to correct the waste or violation.

33. In response to Mrs. Griffin's reports, the Employers have taken adverse action against their employee, Mrs. Griffin, contrary to and in violation of Idaho Code § 6-2104(3) because she objected to or refused to carry out a directive that she reasonably believed violated a law or a rule or regulation adopted under the authority of the laws of the State of Idaho, a political subdivision of the State of Idaho, or the United States.

34. The Employers' adverse and retaliatory actions against Mrs. Griffin included continual modifications to Mrs. Griffin's work schedule, loss of professional flexibility as enjoyed by all other colleagues, isolation of Mrs. Griffin's workspace into a health-hazard trailer, abrupt termination of Mrs. Griffin's professional development and training opportunities, Mrs. Griffin's removal from the accreditation team and various projects to which Mrs. Griffin had been assigned, and stunted professional growth and development opportunities.

35. After and as a result of her notifications to her Employers of her reasonable belief that the fire response data sets included in the official report were inaccurate, misleading, and/or intentionally falsified, Mrs. Griffin's work environment became increasingly hostile.

36. Whereas before August 2023, Mrs. Griffin reported to her supervisor Defendant City's Community Risk Reduction Manager Pamela Orr; on or about August 21, 2023 Defendants, through HR Specialist Barney, notified Mrs. Griffin that she was now to report to Deputy Chief Butterfield, the very person Mrs. Griffin had previously reported as directing submission of the misleading and wasteful data and who had contacted Mrs. Griffin's previous employer in an attempt to collect negative employment information about her.

37. Whereas before August 2023, Mrs. Griffin had been permitted to attend medical appointments and flex her work schedule, including her lunch hour, to avoid using accrued paid-time-off; after Mrs. Griffin reported the waste and illegal incident regarding the data contributed to the Project her Employers revoked and/or denied her the flexibility to attend medical appointments, requiring her to utilize her accrued benefits including medical leave and paid-time-off.

38. Mrs. Griffin's Employers contacted her former colleagues and supervisors to defame and denigrate Mrs. Griffin's professional reputation.

39. Mrs. Griffin was ostracized and isolated from her colleagues when her Employers discouraged them from showing kindness or cooperation toward Mrs. Griffin, or to otherwise associate with her.

40. Mrs. Griffin's colleagues who collaborated with her received reprimand from the Employers for associating with her and were instructed not to speak with Mrs. Griffin.



41. Mrs. Griffin was instructed to no longer wear her regular uniform, causing her to stand out among her colleagues.

42. On or about October 2, 2023, her Employers issued a Written Warning to Mrs. Griffin.

43. The excessively vague and opaque allegations in the written warning denied Mrs. Griffin the opportunity to meaningfully confront and rebut the allegations made against her.

44. The October 2, 2023 allegations were false and pretextual, Defendants were retaliating against Mrs. Griffin for her aforementioned complaints regarding the integrity of the data contributed to the Project..

45. On or about November 16th, 2023, her Employers issued a Notice of Contemplative Action for Suspension (“Notice of Suspension”) to Mrs. Griffin.

46. The Notice of Suspension included reprimand for “insubordination” including Mrs. Griffin’s use of previously approved paid-time-off to attend continued education training as a part of her licensure, for medical appointments given Employers’ newly implemented inflexibility, *supra*, and other vague allegations as proffered in the October 2, 2023 written notice.

47. The allegations proffered in the Notice of Suspension were unfounded and pretextual.

48. The Notice of Suspension contemplated suspending Mrs. Griffin for five (5) days without pay for the alleged insubordination.

49. In response to the Notice of Suspension, Ms. Griffin timely filed a Notice of Appeal on or about November 21, 2023 as provided for by City of Meridian City Policy 8.3 Adverse Employment Action Appeal. Among the defenses Mrs. Griffin alleged in her appeal, Mrs.

Griffin complained that the Notice of Suspension “constitute[d] unlawful retaliation in violation of City of Meridian Standard Operating Procedure Number 2.3 (VII), retaliation under the Idaho Whistleblower Act, and retaliation under the ADA and Section 504.”

50. On or about November 28, 2023 counsel for Defendants contacted counsel for Mrs. Griffin, requesting Mrs. Griffin agree to take paid administrative leave during the pendency of the administrative process. Parties’ counsel mutually agreed that Mrs. Griffin’s appeal of the November 21, 2023 Notice of Suspension was sufficient to constitute Mrs. Griffin’s grievance petition regarding Defendants’ alleged violation of its’ ADA/Section 504 Policy. A date for hearing Mrs. Griffin’s appeal of the Notice of Suspension was set for December 6, 2023.

51. On or about November 28, 2023 Mrs. Griffin declined Defendants’ offer for paid administrative leave during the pendency of the administrative appeal.

52. On or about November 29, 2023 Defendants, through counsel, acknowledged that administrative leave was not necessary.

53. On or about December 5, 2023 counsel for Defendants contacted Mrs. Griffin, through counsel, and abruptly cancelled the hearing for Mrs. Griffin’s Notice of Appeal, then set for the next day.

54. On or about December 7, 2023 Mrs. Griffin was called in to the Human Resources Department where they handed her a Memorandum for Termination (“Termination Memo”) based on some of the events alleged in the November 16 Notice of Suspension, but also augmented the charge of insubordination with allegations that preceded the November 16 Notice of Suspension, but that were not previously included therein.

55. During the meeting with Human Resources, Mrs. Griffin was told that she was being placed on administrative leave, her employee access badge was commandeered, she was offered

an Uber away from the premises, she was escorted back to her desk in front of her colleagues to gather her purse, and then escorted again in front of her colleague out of the building.

56. The allegations set forth in the December 7, 2023 Termination Memo are false and pretextual. Defendants are retaliating against Mrs. Griffin for activities protected under the Idaho Whistleblower Act and for other protected activities.

57. On or about December 13, 2023 Mrs. Griffin timely filed her Notice of Appeal pursuant to City of Meridian Procedure 8.3 § 4.B denying the allegations against her and requesting a hearing to contest the allegations.

58. On information and belief, on December 7, 2023 and continuing thereafter Deputy Chief Butterfield has announced to Mrs. Griffin's co-workers at the City of Meridian, and also to other individuals and colleagues outside of the City of Meridian that Mrs. Griffin's employment with Defendants has been terminated.

59. On January 10, 2024 Deputy Chief Butterfield announced to Defendants' employees and the Executive Command Staff that Mrs. Griffin's employment with the City of Meridian, and the Meridian Fire Department had been terminated.

60. On or about February 13, 2024 Defendants sent Mrs. Griffin, through counsel, notice that a hearing on her December 13, 2023 Notice of Appeal would take place on February 21, 2024.

61. On or about February 14, 2024 City of Meridian, Meridian Fire Department Division Chief Michael Warmuth told one of Mrs. Griffin's co-workers within the Department that Mrs. Griffin's position within the Department is being eliminated.

62. On or about February 15, 2024 City of Meridian, Meridian Fire Department Division Chief Michael Warmuth told another of Mrs. Griffin's co-workers within the Department that Mrs. Griffin's position within the Department is being eliminated.

63. Despite the pretextual promise of a hearing that has not yet taken place, Defendants have effectively terminated Mrs. Griffin's employment and her position.

64. On or about February 15, 2024 City of Meridian, Meridian Fire Department Division Chief Michael Warmuth accused Mrs. Griffin' of breaking in to Meridian City Hall at night and stealing belongings off of her desk. The false allegations were made to co-workers within the Department.

65. Indeed, on multiple and ongoing occasions, Defendants have falsely defamed Mrs. Griffin within the City of Meridian, and among colleagues outside of the City.

66. As a result of Defendants' acts and omissions, Ms. Griffin has incurred actual damages for loss of wages, loss of professional development and training opportunities, loss of benefits, loss of opportunity for employment advancement and promotion, imminent loss of employment, and loss of benefits including paid time off, medical leave, retirement, and other actual damages to be proven at trial.

67. As a result of Defendants' acts and omissions, Ms. Griffin has suffered general damages of severe emotional anxiety, depression, defamation, disparagement, and denigration, mental and physical health impacts resulting from curtailed medical care and limited treatment.

68. The Defendants' acts and omissions are continuing; thus, Ms. Griffin's damages are continuing to accrue to date.

69. In addition to actual and general damages she continues to suffer, Ms. Griffin is entitled to professional reputational damages, vocational damages, presumed damages,

defamation damages, and punitive damages, including but not limited to costs and fees to defend and uphold Ms. Griffin's reputation and statutory rights under the law.

## **V. CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

(Wrongful Termination in Violation of Idaho Code § 6-2101 *et seq.*)

70. Mrs. Griffin incorporates all preceding allegations herein by reference as though fully set forth herein.

71. Mrs. Griffin was a public employee who engaged in protected activity.

72. Defendants took adverse action against Mrs. Griffin.

73. There is a causal connection between Mrs. Griffin's protected activity and the employer's adverse action(s).

74. Mrs. Griffin suffered an adverse action because Ms. Griffin, or a person acting on Ms. Griffin's behalf, engaged in an activity protected under I.C. § 6-2104.

75. Mrs. Griffin seeks all available injunctive relief, including reinstatement of conditions of employment, and actual and compensatory damages including but not limited to lost wages, benefits, including future pay, as well as costs and attorney's fees.

### **SECOND CAUSE OF ACTION**

(Deprivation of Mrs. Griffin's Property & Liberty Interest Without Due Process  
In Violation of 42 U.S.C. § 1983)

76. Mrs. Griffin incorporates all preceding allegations herein by reference as though fully set forth herein.

77. Mrs. Griffin had a property interest in her employment and a reasonable expectation that her employment would continue based on the conditions of her employment with the City, Idaho law, and the laws and Constitution of the United States of America.

78. Mrs. Griffin had a liberty interest in both her good name and reputation and in continued and future employment.

79. Defendants' false statements made about Mrs. Griffin might seriously damage Mrs. Griffin's standing in the Emergency Medical Service's community.

80. Defendants' false statements made about Mrs. Griffin effectively precludes future work in Mrs. Griffin's chosen profession.

81. Mrs. Griffin was entitled an opportunity to confront and rebut the allegations made in the October 2, 2023 Written Warning, but Defendants denied Mrs. Griffin the opportunity to rebut the allegations prior to taking and escalating the adverse employment actions taken against her.

82. Mrs. Griffin was entitled an opportunity to confront and rebut the allegations made by the November 16, 2023 Notice of Suspension, but Defendants denied her the opportunity to rebut the allegations prior to taking and escalating the adverse employment actions taken against her.

83. Mrs. Griffin was entitled an opportunity to confront and rebut the allegations made in the December 7 2023 Notice of Contemplative Termination, but Defendants denied Mrs. Griffin the opportunity to rebut the allegations prior to taking and escalating the adverse employment actions taken against her, including but not limited to her termination.

84. Defendants' adverse actions violated her rights to due process of law by denying her conditions of employment and by terminating her employment without following the conditions of her employment with the City of Meridian and Meridian Fire Department, Idaho law, and the laws and Constitution of the United States of America.

85. At all times relevant hereto, Defendants acted under color of state law when

committing the acts complained of.

86. Defendants had the authority under the City of Meridian code and Idaho law, and exercised that authority to deny her entitled conditions of employment and to terminate her in violation of the Constitution of the United States of America.

87. Defendants' conduct violated Mrs. Griffins Fourteenth Amendment rights by depriving her of her property and liberty interests without due process.

88. The Defendants' conduct violated clearly established constitutional rights of due process which a reasonable person would have known.

89. As a result of the Defendants' actions, Mrs. Griffin has suffered, and will continue to suffer, actual damages and losses. Mrs. Griffin is entitled to injunctive and prospective relief pursuant to 42 U.S.C. § 1983, *et seq.*, including but not limited to reinstatement of employment, reinstatement of conditions of employment, back pay and lost benefits, compensatory damages, costs, and attorney's fees.

### THIRD CAUSE OF ACTION

(Deprivation of Mrs. Griffin's Property & Liberty Interest Without Due Process  
In Violation of Article I, §13 of the Idaho State Constitution)

90. Mrs. Griffin incorporates all preceding allegations herein by reference as though fully set forth herein.

91. Mrs. Griffin had a property interest in her employment and a reasonable expectation that her employment would continue based on the conditions of her employment with the City, Idaho law, and the laws and the Idaho State Constitution.

92. Mrs. Griffin had a liberty interest in both her good name and reputation and in continued and future employment.

93. The Meridian City Policies set out the relationship between the employees of the



City of Meridian.

94. Defendants' adverse actions violated her rights to due process of law by denying her conditions of employment and by terminating her employment without following the conditions of her employment with the City of Meridian and Meridian Fire Department, Idaho law, and the laws and Idaho State Constitution.

95. At all times relevant hereto, Defendants acted under color of state law when committing the acts complained of.

96. Defendants had the authority under the City of Meridian code and Idaho law, and exercised that authority to deny her entitled conditions of employment and to terminate her in violation of Article I, § 13 of the Idaho State Constitution by depriving her of her property and liberty interests without due process.

97. As a result of the Defendants' actions, Mrs. Griffin has suffered, and will continue to suffer, actual damages and losses. Mrs. Griffin is entitled to injunctive and prospective relief including but not limited to reinstatement of employment, reinstatement of conditions of employment, compensatory damages, back pay and lost benefits, costs, and attorney's fees.

## **VI. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For leave to amend the Complaint to include claims not yet ripe for judicial determination;
2. For a declaration that Defendants have violated the Idaho Whistleblower Act and Mrs. Griffin's State and Federal Constitutional rights;
3. For temporary, preliminary, and permanent injunctive relief prohibiting Defendants



from terminating Mrs. Griffin's employment and/or ordering Defendants to reinstate Mrs. Griffin's employment, including her conditions of employment.

4. For temporary, preliminary, and permanent relief against all practices, breaches, and violations of law complained of herein;

5. For an award of actual and compensatory damages in an amount to be proven at trial;

6. For Plaintiff's reasonable costs, disbursements, and attorney's fees incurred herein according to applicable law;

7. The Defendants should be jointly and severally liable for any and all damages, including an award of attorney's fees and costs, awarded in this proceeding; and,

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

DATED this 16th day of February 2024

ERTZ JOHNSON, LLP

/s/ Brian A Ertz  
Brian A. Ertz  
*Attorneys for Plaintiff*

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues properly triable by a jury in the above-entitled matter.

DATED this 16th day of February 2024.

ERTZ JOHNSON, LLP

/s/Brian A. Ertz  
Brian A. Ertz  
*Attorneys for Plaintiff*