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**IN THE FIFTH JUDICIAL DISTRICT COURT
WASHINGTON COUNTY, STATE OF UTAH**

ERIC DUTHIE, an individual, and
SIRRENE BARLOW, an individual

Plaintiffs,

vs.

HILDALE CITY a municipality of Utah;
CITY OF ST. GEORGE; a municipality of
Utah, and the following real persons:
DONIA JESSOP, Mayor of Hildale;
JVAR DUTSON, Councilman of Hildale;
ROGER CARTER, Court Monitor for
Hildale; and
SHAWN GUZMAN, City Attorney of
Hildale.

Defendants.

**COMPLAINT FOR WHISTLEBLOWER
RETALIATION, WRONGFUL
TERMINATION, BREACH OF
CONTRACT, WORKPLACE
HARASSMENT, et cetera.**

Civil No. TBD

Judge TBD

Plaintiff Eric Duthie (“Plaintiff Duthie”) and Plaintiff Sirrene Barlow (“Plaintiff Barlow”), by and through their undersigned counsel of record, submit the following complaint.

I. INTRODUCTION

Plaintiffs were harassed and terminated by the Defendants in an attempt to protect ongoing graft, fraud, and other abuses of power.

Plaintiffs are former city employees, the City Manager and City Recorder. Plaintiffs allege that Defendants had been profiting from illegal government contracting practices and exerting governmental power for personal gain. When Plaintiffs attempted to counteract and prevent this corruption, one was suspended and terminated, the other suffered from an increasingly hostile work environment that resulted in her constructive termination.

Defendants knew these actions were improper, as shown by their feeble attempts to cover their actions and attempt to control the situation. In these attempts, Defendants committed further torts against the Plaintiffs. Defendants denied access to public records, impersonated Plaintiffs on federal government systems, and slandered the Plaintiffs.

For these acts by the Defendants, the Plaintiffs seek redress.

II. PARTIES

A. Plaintiffs:

1. Plaintiff Eric Duthie (“Plaintiff Duthie”), formerly employed by Hildale City as the City Manager from December 7, 2020 through February 25, 2025.
2. Plaintiff Sirrene Barlow (“Plaintiff Barlow”), formerly employed by Hildale City as the City Recorder from about October 2021 through January 2025.

B. Defendants:

3. Defendant Hildale City (“Hildale”), a municipality of the State of Utah.
4. Defendant City of St. George (“St. George”), a municipality of the State of Utah.

5. Defendant Donia Jessop (“Mayor Jessop”), current Mayor of Hildale. She is named as a Defendant both in a personal capacity and as a government official.

6. Defendant JVar Dutson (“Councilman Dutson”), Councilman for Hildale. He is named as a Defendant both in a personal capacity and as a government official.

7. Defendant Roger Carter (“Defendant Carter”), Local Administrative Advisor for the Five Counties AOG and former Federal Court Monitor for Hildale and Colorado City. He is named as a Defendant as a government official only.

8. Defendant Shawn Guzman (“Defendant Guzman”), City Attorney of Hildale, and Director of Governmental Affairs for St. George. He is named as a Defendant as a government official only.

III. JURISDICTION AND VENUE

A. Venue:

9. Claims against Utah state subdivisions may be filed in the District Court where the governmental subdivision is located. UCA 63G-7-502(1). Claims of violations of the Utah Protection of Public Employees Act may be filed in the District Court where the plaintiff or defendants reside or have their principal place of business. UCA 67-21-4(2).

10. Hildale and St. George are political subdivisions of the State of Utah, all located in or having a presence in Washington County. All real person Plaintiffs and Defendants named resided and/or worked in Washington County at the time of the claim. Under both the Governmental Immunity Act of Utah and the Public Employees Act specifically, this suit may be appropriately filed in the District Court of Washington County.

B. Waiver of Immunity:

11. Utah waives sovereign immunity for actions taken under the Protections of Public Employees Act. UCA 63G-7-203(2). Utah permits enjoining governmental officers/employees in incidences of “fraud or willful misconduct”. UCA 63G-7-202(3)(c).

12. Plaintiffs allege violations under the Protections of Public Employees Act. Utah therefore waives its sovereign immunity for actual damages under this act. Plaintiffs allege violations directly related to “fraud” and “willful misconduct” by government officials. Utah therefore waives its sovereign immunity for any and all damages falling into this category and permits Defendants to be held personally liable for such.

IV. STATEMENT OF FACTS

A. Relevant Background:

13. For decades, Hildale was run as a theocratic dictatorship by the leadership of the Fundamentalist Church of Jesus Christ of Latter-Day Saints (“FLDS”) which used government power exclusively for the benefit of its leader. In 2017, the federal government took action against the twin cities of Hildale and Colorado City. A federal court found the cities had engaged in religious discrimination against non-FLDS residents and appointed a Court Monitor to review municipal decisions. United States v. Town of Colorado City, No. 3:12-cv-08123-HRH (D. Ariz., 2017); *Upheld* United States v. Town of Colorado City, No. 17-16472, (9th Cir. 2019).¹

¹ Appeal filed by both Hildale and Colorado City; under the direction of Mayor Jessop, Hildale withdrew from appeal prior to judicial findings.

The Court Monitor position was held most recently by Defendant Carter until on or about July 3, 2025, when the position was terminated.

14. Plaintiff Duthie was hired as Hildale City Manager in December 2020. Prior to taking the position, Plaintiff Duthie was a civil-servant for 40-years, including: 8-years as Fire Chief, 5-years as Police Chief, and 14-years as City/Town Manager in various municipalities. Mayor Jessop has publicly credited Plaintiff Duthie for helping organize city governance during this time. Goold, E.G. (2021) ‘3 years in...’, *St. George News*, 8 April. Available at: SaintGeorgeUtah.com (Accessed: 01 July 2025).

15. Plaintiff Barlow was hired as Hildale City Recorder in 2021. She served as the Vice Chair of the Southwest Municipal Clerk’s Association, and worked for 7-years prior for Intermountain Health Care. Plaintiff Barlow is now a Certified Municipal Clerk.

16. Both Plaintiffs were “at-will” employees. Nevertheless, city ordinance and Plaintiff Duthie’s employment agreement gave conditions regarding termination. He can only be terminated by vote of City Council after a 90-day notice. He can only be terminated “for cause” only under qualifying circumstances, and if not, he is entitled to specific compensation including 6-month salary, and reimbursement for healthcare and relocation expenses. Emp. Agreement Sec. 3-4. Hildale, Utah, Ordinance, No. 2009-2, V(I), 11-17-2009, Sec. 31-8.

B. Plaintiffs witness graft, corruption, and incompetence by Defendants:

17. Plaintiffs noted graft in government contracting by Councilman Dutson. The Councilman obtained information about existing bids for government contracts under guise of his “official capacity,” offered low estimates to secure those contracts, and inflated the total costs through

change orders. This appeared as textbook underbidding, a violation of state and federal law.

When Plaintiff Duthie questioned these practices, Defendants said that Councilman Dutson's behavior was "standard practice."

18. Plaintiffs witnessed incidents where Mayor Jessop pressured nepotistic hiring. Plaintiff Barlow's husband, John Barlow, is the head of the intermunicipal Public Works Department. Mayor Jessop instructed Plaintiff Barlow to tell her husband to hire the mayor's son. When this attempt failed, Mayor Jessop complained it was solely because he was the "son of the mayor." After a close ally was not reelected to City Council, Mayor Jessop instructed Plaintiff Duthie to hire that person as an economic development consultant at a rate of \$1,500 per month, as well as pay the former council member \$5,000 per month as a member of "Prospection Consulting." The latter had to be curtailed to \$3,500 per month, the maximum that Plaintiff Duthie was allowed to approve by city ordinance. Mayor Jessop found out about this limitation, and ordered Plaintiff Duthie to exceed the amount permissible regardless of the legality. Plaintiff Duthie refused, after which Mayor Jessop was visibly frustrated and would not engage with him for several days.

19. Defendants also showed a serious lack of competence regarding governance in general. In a staff meeting, Plaintiff Duthie read from a pocket U.S. Constitution. City staff said they had not heard the contents of the document before, and some staff seemed incredulous about the terms therein. Mayor Jessop specifically did not seem to understand basic governance or office systems. When a general phishing scam email was sent to the city offices, Mayor Jessop blamed the IT employees for an alleged information "breach" and threatened to terminate their employment. Later, Mayor Jessop removed city records from city hall without permission from the records officer and excused the breach by saying the recipients "signed an NDA." And after

Plaintiff Barlow left employment (below), Mayor Jessop requested to transfer credits for completed coursework done by Plaintiff Barlow for her personal education to the newly hired City Recorder, Maxene Jessop.

20. Mayor Jessop showed a lack of understanding of formal roles within a government organization, instead reverting to cronyism. When Mayor Jessop talked about legal issues with the office staff, including Plaintiff Barlow, the mayor would state legal conclusions and say that it was “according to my lawyer” or “our lawyer.” When pressed, Mayor Jessop clarified that she was talking about Defendant Guzman, who was not the City Attorney at the time, and not the actual Hildale City Attorney.

21. Mayor Jessop has expressed animus to non-local city employees. She said to Plaintiff Barlow that she wanted to “clean up the city [government] until there are only people born and raised [in Hildale] working there.” Plaintiff Duthie is not from the Hildale area, and Plaintiff Barlow didn’t live in Hildale at the time and wondered if the mayor wanted her out as well.

C. Plaintiffs’ attempts to address improper behavior by Defendants:

22. In his role as City Manager, Plaintiff Duthie attempted to correct and prevent contracting issues by Councilman Dutson and others. Mid-2023, Plaintiff Duthie required bids to include a “no change” clause to prevent underbidding by preventing bidders from later submitting a change order. Councilman Dutson responded to Plaintiff Duthie’s efforts by becoming very agitated and combative. In recorded meetings, the Councilman said that the city’s utility contracts belonged to him personally, stating “Don’t mess with my money!”

23. At this time, Mayor Jessop also became combative and aggressive regarding city contracting and finances. In July of 2024, Plaintiff Duthie received his first negative feedback from Mayor Jessop in four years about this subject. Mayor Jessop accused Plaintiff Duthie of alleged issues regarding the budget, but could not provide evidence or sufficient explanation in support of her complaints.

24. Plaintiff Barlow's attempt to address issues of corruption and competence were met with similar hostility. After Mayor Jessop blamed the IT employees for the phishing email (above), Plaintiff Barlow attempted to explain how emails could be sent to the city without a data breach and without any failure by the IT team. Mayor Jessop responded by blaming Plaintiff Barlow for the "breach," called her "incompetent," and threatened to terminate Plaintiff Barlow. Mayor Jessop then began her escalating harassment of Plaintiff Barlow (Section D, below).

25. Mayor Jessop said employees could not report issues to Defendant Carter because the court monitor was the mayor's personal "mentor" and friend.

D. Suspension and termination of Plaintiff Duthie:

26. From November 26 to November 27, 2024, Defendants fired the City Attorney and attempted to fire the City Manager (Plaintiff Duthie) in rapid succession, without explanation.

27. On November 26, Hildale City attorney, Clint Drake, told Plaintiff Duthie that Defendant Guzman had just told Mr. Drake he was terminated, and that Defendant Guzman himself would be the replacement. Plaintiff Duthie asked Mayor Jessop why this happened, and what it meant. Mayor Jessop said, "You weren't supposed to find out this way," and in answer to if this meant the Plaintiff was also going to be replaced, "No. We're just making an adjustment."

28. The next day, Mayor Jessop reversed this stance and attempted to terminate Plaintiff Duthie. The conversation also included Councilman Musser, who said that the Defendants were “calling [Plaintiff Duthie’s] contract.” Plaintiff Duthie asked if he had been accused of any wrongdoing, or if there was an investigation against him. Mayor Jessop answered “No.” Mayor Jessop then asked Plaintiff Duthie to claim he had quit and was just “looking for other opportunities.” Plaintiff Duthie declined. Plaintiff Duthie asked when the required vote by City Hall for his termination happened (see above). Mayor Jessop said she had individually discussed the issue with individual Councilmembers, and that was sufficient; this obviously being a direct violation of Utah’s Open and Public Meeting Act. UCA 52-4-208.

29. Defendants had clearly coordinated these terminations in private. December 5, 2024, Mayor Jessop and City Council met to ratify Defendant Guzman’s appointment as City Attorney. In the meeting, Councilman Dutson asked Mayor Jessop if the appointment had the same terms as discussed previously in private. Mayor Jessop told Councilmember Dutson “not to say those things in public,” then closed the meeting. Then Defendant Guzman’s start date was backdated to begin November 1, 2025.

30. Defendants later acknowledged they had attempted to terminate Plaintiff Duthie without the required process. December 6, 2024, Plaintiff Duthie sent notice to the Defendants they were in breach of his employment contract concerning the vote. Defendants responded by acknowledging Plaintiff Duthie was not yet “formally” terminated and was just suspended. December 19, 2024 Plaintiff Duthie met with Mayor Jessop and Defendant Guzman. Defendant Guzman stated, after conferring with “an employment attorney from Salt Lake,” that Plaintiff Duthie had done “nothing wrong” and they were terminating the contract “without cause.”

31. From November 2024 through February 2025, Plaintiff Duthie was placed on administrative leave with pay. On February 25, 2025, Hildale City Council held a public vote, without comment, and terminated Plaintiff Duthie.

32. Based on his previous interactions as City Manager, Plaintiff Duthie understands that Mayor Jessop received explicit council and instructions from St. George, Defendant Carter, and Defendant Guzman regarding this termination.

E. Mayor Jessop harasses Plaintiff Barlow:

33. Mayor Jessop created an increasingly hostile work environment and harassed Plaintiff Barlow to a point where Plaintiff Barlow could not continue her employment. The harassment began about the time Plaintiff Barlow's husband, John Barlow, chose not to hire Mayor Jessop's son (above). This behavior included threats, isolation, control, and belittling.

34. Shortly after Plaintiff Duthie was placed on administrative leave, Plaintiff Barlow was asked by Mayor Jessop about her loyalty, "Are you with me or with [Plaintiff Duthie]?" Plaintiff Barlow said she was with the City. Plaintiff Barlow believes that if she answered she was with Plaintiff Duthie, Plaintiff Barlow would have been terminated immediately. Mayor Jessop again threatened Plaintiff Barlow's job after Plaintiff Barlow tried to explain how the phishing email sent to the office was not the fault of the IT staff (above). Mayor Jessop blamed Plaintiff Barlow for perceived breach and threatened to terminate the Plaintiff.

35. Mayor Jessop deliberately isolated Plaintiff Barlow, professionally and personally. Prior, Plaintiff Barlow had purchased birthday cakes for city hall staff with her own personal funds. Mayor Jessop "reassigned" this duty to another employee. On the next office birthday, Mayor

Jessop personally invited every office employee to the kitchen for cake, except noticeably Plaintiff Barlow. Mayor Jessop told individuals not to speak to Plaintiff Barlow, including City Councilmembers, family friends, and former indirect reports at city hall; employees that Plaintiff Barlow who had previously trained.

36. Mayor Jessop also attempted to exercise improper control of Plaintiff Barlow, again both professionally and personally. Mayor Jessop made comments about what could or should be said on employee's private social media accounts and instructed Plaintiff Barlow to add her as a "friend" on her account. Plaintiff Barlow agreed to avoid conflict, but quickly "un-friended" Mayor Jessop to retain privacy. Mayor Jessop made multiple similar requests after. At work, after Plaintiff Duthie had been placed on administrative leave Mayor Jessop began micromanaging Plaintiff Barlow's movements in the office to the point that that Plaintiff Barlow "felt unable to go to the restroom" without being texted or called by the mayor.

37. Mayor Jessop deliberately undermined Plaintiff Barlow's role at the office and made attempts to sabotage Plaintiff Barlow professionally. When Plaintiff Barlow made recommendations related to her position, Mayor Jessop belittled Plaintiff Barlow publicly. After making recommendations about lengthening utilities grace periods, Mayor Jessop yelled at Plaintiff Barlow in front of the office and insisted it would be "illegal." Mayor Jessop also began systematically removing Plaintiff Barlow's roles and responsibilities. Plaintiff Barlow's trainees were instructed not to report to the Plaintiff, and Mayor Jessop made herself "office manager," a role previously held by Plaintiff Barlow.

38. Mayor Jessop would also make bizarre accusations with seemingly no other explanation than to instigate against Plaintiff Barlow. Mayor Jessop told Plaintiff Duthie and other city

employees that Plaintiff Barlow said “[Mayor Jessop] better tread lightly in this building because she is in my territory.” Plaintiff Barlow has never made such a statement, nor any similar statements and felt that this was just part of a deliberate campaign to mischaracterize her.

39. Mayor Jessop’s behavior began to seriously affect Plaintiff Barlow’s mental wellbeing, and the Plaintiff felt it would be impossible to remain employed at Hildale. Plaintiff Barlow sent a letter of resignation and was thereby constructively terminated January 24, 2025.

F. Mayor Jessop denial of information to and impersonation of Plaintiff Duthie:

40. After Plaintiff Barlow’s suspension, Mayor Jessop made deliberate attempts to prevent Plaintiff Duthie from having access to records and information necessary for his defense of his employment. January 6 through 13, the Plaintiff made more than 20 requests under the Government Records Access and Management Act (GRAMA), all of which were ignored or denied. Plaintiff Duthie asked for general information, which he was entitled to, such as communications by Mayor Jessop regarding himself. This request was denied for being “overly broad.” Plaintiff Duthie asked for specific documents, emails that he himself had previously been a recipient to. Defendants stated the city had “no records” about those emails and again denied the request. Other GRAMA requests were completely ignored, and not responded to at all.

41. At that time, Mayor Jessop attempted to illegally obtain privileged information via impersonating Plaintiff Duthie on a U.S. government website. On November 27, 2024, Mayor Jessop confiscated Plaintiff Duthie’s work computer and cell phone. On December 20, 2024, Mayor Jessop made multiple attempts to use that computer to access Plaintiff Duthie’s account on a U.S. Treasury (USDT) website by using his user ID and attempting to “hack” his password.

This was Plaintiff Duthie's individual account, and was not held by Hildale as a municipality or any officer thereof. Plaintiff Duthie was notified of the attempted breach by the USDT. Plaintiff Duthie informed Mayor Jessop that impersonating himself on the USDT website was illegal. Mayor Jessop responded by threatening the Plaintiff and saying that she would either access the account herself or "get the city treasurer to do it." Plaintiff Duthie was notified of additional attempts on a day in February, 2025 to access the account. Plaintiff Duthie has reported these attempts to law enforcement.

G. Incidents after terminations, slander, PTO theft, and interference with contract:

42. While Plaintiff Duthie was suspended but not formally yet terminated, Mayor Jessop slandered the Plaintiff to the media. A reporter asked questions to Mayor Jessop about her failure to provide monthly city financial statements, as required by law. When asked why Plaintiff Duthie could not provide the statements, Mayor Jessop stated that Plaintiff Duthie had been terminated pending an "investigation into alleged violations." As stated, at no point prior had Mayor Jessop acknowledged any wrongdoing by Plaintiff Duthie.

43. While Plaintiff Duthie was suspended but not yet formally terminated, Mayor Jessop ordered the City Recorder, Maxene Jessop, to deduct 20 hours of paid time off (PTO) from Plaintiff Duthie's payroll calculations. The justification for this was to recalculate figures because the Plaintiff "did not work Thursday and Friday." At this time, Plaintiff Duthie was on paid administrative leave, and prior to that, worked a 4 day / 10-hour schedule (Monday thru Thursday). Either way, his PTO was deducted for not working on days he was not supposed to work.

44. In 2025, Plaintiff Barlow applied for and was in discussions about City Recorder job with the City of Casa Grande, Arizona which would have come with a substantial pay raise (range of about \$124,000 to 170,000) and an increase in benefits. The job required a Certified Municipal Clerks (CMC) credential, which Plaintiff Barlow had qualified and applied for in December 2024. In the application process, Plaintiff Barlow discovered Hildale city hall had canceled Plaintiff Barlow's membership in the certifying organization, and asked all of the personal coursework completed to be "transferred" to Plaintiff Barlow's replacement. Subsequently, Plaintiff Barlow did not receive her CMC and was disqualified from the job with Casa Grande.

V. CLAIMS

A. Whistleblower Retaliation:

45. Government employers cannot retaliate against employees who report waste, violation of law, gross mismanagement, abuse of authority, or unethical conduct. UCA 67-21-3(1)(a). Retaliation is defined as dismissal, reduction in compensation, failure to timely promote or raise pay, or threatening to do any of these acts. UCA 67-21-2(14), *citing* UCA 67-19a-101(11).

46. An employee can be constructively terminated when the employer has demonstrated they "intended to inflict distress through outrageous and intolerable conduct that offends the generally accepted standards of decency and morality." Peterson v. Browning, 832 P.2d 1280, 1282 (Utah 1992) at Footnote [4]. *See also* Sams v. Eccles, 358 P.2d 344, 347 (Utah 1961).

47. Defendants committed whistleblower retaliation against Plaintiff Duthie by terminating his employment with Hildale as a direct result of reporting issues by Councilman Dutson.

48. Defendants committed whistleblower retaliation against Plaintiff Barlow by:

- a. Mayor Jessop threatening to terminate Plaintiff Barlow on incidents when Plaintiff Barlow corrected the mayor, such as the IT “breach.”
- b. Mayor Jessop harassing Plaintiff Barlow to the point of constructive termination after the plaintiff reporting issues by and to the mayor. The harassment was sufficiently outrageous, distressing, and intollerable to qualify as constructive termination under Browning (see *harassment* below).

B. Termination:

49. Employers’ general right to terminate an “at will” employee for any reason is limited by the public policy exception. An employer cannot terminate an employee when the reason for such a termination is against general public policy, usually when the employee is being terminated for: refusing to break the law, performing a public obligation, exercising a legal right. Browning, at 1281.

50. Defendants wrongfully terminated Plaintiff Duthie despite his being an “at will” employee as his termination fell under the public policy exception. Plaintiff Duthie was terminated when he reported fraud, waste, and abuse, as is his legal right and duty.

51. Defendants wrongfully terminated Plaintiff Barlow despite her being an “at will” employee as her termination fell under the public policy exception. Plaintiff Barlow was terminated when she reported fraud, waste, and abuse, as is her legal right and duty.

C. Breach of Contract:

52. Utah courts recognize the common law Defendants breached the Employment Agreement with Plaintiff Duthie by:

- a. Attempting to terminate Plaintiff Duthie's employment without a formal vote by City Council and without a 90-day notice.
- b. Claiming to have terminated Plaintiff Duthie "for cause" after repeatedly stating otherwise in order to avoid the compensations in the contract.
- c. Attempting to refuse compensations required in the contract for an early termination, even prior to claiming the termination was "for cause."

D. Workplace Harassment:

53. Workplace harassment is defined as conduct that is "unwelcome, pervasive, demeaning, ridiculing, derisive, or coercive, and results in a hostile, offensive, or intimidating work environment..." UT Admin. Code R 477-15-1

54. Mayor Jessop harassed Plaintiff Barlow through fostering an unwelcome, pervasive, demeaning, ridiculing, derisive, and coercive workplace when Mayor Jessop:

- a. Threatened Plaintiff Barlow with termination repeatedly.
- b. Yelled at Plaintiff Barlow for minor or nonexistent infractions.
- c. Told other persons, friends and coworkers, to not associate with Plaintiff Barlow.
- d. Deliberately did not include Plaintiff Barlow in office birthday parties and other regular office interactions.
- e. Excessively monitored Plaintiff Barlow's social media.
- f. Excessively monitored Plaintiff Barlow's bathroom breaks.

- g. Took away roles and assignments from Plaintiff Barlow, such as Office Manager.

E. Access Restriction:

55. Utah Code 63G Government Records Access and Management Act (GRAMA), Part 2, Access to Records provides that (6) A governmental entity shall provide a person with a certified copy of a record if a) the person requesting the record has a right to inspect it, the person identifies the record with reasonable specificity; and c) the person pays the lawful fees. Plaintiff Duthie followed these requirements and Defendants unlawfully denied Plaintiff Duthie access to public records to which he was entitled to. These denials were deliberate and without basis, and done so as to prevent Plaintiff Duthie a fair hearing prior to his termination vote.

F. False Impersonation:

56. Although governmental immunity extends to unauthorized access of information or systems if done within the scope of employment, it does not extend to acts of fraud or willful misconduct such as false impersonation for personal gain. UCA 63G-7-202 (3)(c) *See also* UCA 63G-7-201 (4)(u).

57. Defendants falsely impersonated Plaintiff Duthie in their attempts to access USDT systems by attempting access through Plaintiff Duthie's personal identification for the system. This act was fraudulent and done for personal gain, not within the scope of the Defendant's positions.

58. Employers are protected from civil liability when providing employment information to a prospective employer done in “good faith.” The presumption that such was done in good faith is rebuttable if the statements were deliberate or recklessly misleading. UCA 34-42-1(3), (4).

G. Defamation:

59. Defendants slandered Plaintiff Duthie by:

- a. Mayor Jessop’s statements to the media, in that Plaintiff Duthie was being “terminated under investigation into allegations.”
- b. Defendants giving employment information to the background investigator during Plaintiff Duthie’s job application process that were deliberate or recklessly misleading by stating Plaintiff Duthie was involuntarily terminated based on “gross misconduct.”

60. Defendants slandered Plaintiff Barlow in:

- c. Mayor Jessop making accusations against Plaintiff Barlow, such as telling one or more city residents that Plaintiff Barlow had “made a mess of the city.”
- d. Mayor Jessop tried to start a rumor that Plaintiff Barlow said “mayor better tread lightly in this building because this is my territory.”

H. Wage Theft

61. Mayor Jessop committed wage theft against Plaintiff Duthie by instructing the City Recorder to deduct 20 hours of PTO, on days not worked according to his schedule and in a period that he was suspended and therefore not permitted to work in general.

I. Tortious interference:

62. The Utah Supreme Court has held tortious interference to be a valid claim provided evidence that the interfering party's actions were done via improper means, that they were done outside of the appropriate course of business. Eldrich v. Johndrow, 345 P.3d 553 (Utah 2015)

63. Defendants interfered with Plaintiff Barlow's right to engage in contract through improper means with the City of Casa Grande by attempting to interfere/rescind Plaintiff Barlow's CMC application. This was an atypical practice, done outside the normal or appropriate course of business for a former employer.

J. Civil Conspiracy:

64. Utah courts recognize civil conspiracy when two or more persons have a "meeting of the minds" on a course of action to commit unlawful acts which results in damages. Pohl, Inc. of America v. Webelhuth, 201 P.3d 944, 954-55 (Utah 2008). *See also* Israel Pagan Estate v. Cannon, 746 P.2d 785 (Utah 1987).

65. Defendants conspired against Plaintiff Duthie by:

- a. Terminating the plaintiff's employment illegally.
- b. Denying the plaintiff access to records for a GRAMA request.
- c. Falsely impersonating the plaintiff in the USDT system.

VI. Requested Relief

66. In compensation for the damages that Plaintiff Duthie and Plaintiff Barlow have suffered from this incident, Plaintiffs requests a total of approximately **\$20,350,000**, in damages.

\$5,850,000 (approx.)	to be awarded to Plaintiff Duthie:
\$14,500,00 (approx.)	to be awarded to Plaintiff Barlow:
TBD	Legal fees; (no less than \$450/hr.)
TBD	Costs;
TBD	Any other compensation the Court sees as appropriate.

67. Plaintiff Duthie also request the Court to enforce all terms of his employment contract, particularly those relating to termination, as to prevent incurrence of additional damages.

68. Plaintiffs do not seek to be reinstated in their former employment.

DATED this 23rd day of July, 2025.

BEAR Law Group

/s/ Amanda M. Hansen
Amanda M. Hansen #17227
Attorneys for Plaintiff