

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

PATRICK FORD,
Individually,

Plaintiff,

v.

CASE NO.:

THE CITY OF BRIDGEPORT, WEST
VIRGINIA, A West Virginia Municipality,

HON.:

Defendant.

VERIFIED COMPLAINT FOR INJUNCTIVE AND MONETARY RELIEF¹

Patrick Ford, (“Mr. Ford”), by counsel Frank E. Simmerman, Jr., Chad L. Taylor and Frank E. Simmerman, III of Simmerman Law Office, PLLC, states and alleges as follows:

NATURE OF THE CASE

1. This is an action by Mr. Ford against the City of Bridgeport, West Virginia, (“the City”), which arises from the Defendant’s malicious, oppressive, secretive, corrupt, and retaliatory actions and omissions related to Mr. Ford’s reports of wrongdoing² and waste³ within the City.

2. Stated succinctly, Mr. Ford was terminated after making a good faith report of wrongdoing and/or waste in an attempt by the City to hide acts of wrongdoing and waste from public disclosure.

¹ Mr. Ford is statutorily protected from any retaliation by the City for filing of this Complaint – as he has an absolute, statutory right to file a Whistleblower lawsuit without fear of reprisal or retaliation from his former employer. See W.Va. Code § 6C-1-3.

² “Wrongdoing” means a violation which is not of a merely technical or minimal nature of a federal or state statute or regulation, of a political subdivision ordinance or regulation or of a code of conduct or ethics designed to protect the interest of the public or the employer.

³ “Waste” means an employer or employee's conduct or omissions which result in substantial abuse, misuse, destruction or loss of funds or resources belonging to or derived from federal, state or political subdivision sources.

PARTIES

3. Mr. Ford is the recently terminated City Manager of the City of Bridgeport, West Virginia – Mr. Ford having signed a five (5) year employment agreement with the City, effective October 17, 2024.

4. Mr. Ford was terminated without cause by vote on April 3, 2025, in the midst of a public corruption investigation.

5. Defendant the City of Bridgeport, West Virginia is a Class III municipality located in Harrison County, West Virginia.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the Defendant in accordance with W.Va. Code § 56-3-33 by virtue of the fact that the Defendant transacted business in this State; and caused injury in this State.

7. Venue is appropriate in the Circuit Court of Harrison County, West Virginia, pursuant to W.Va. Code § 56-1-1 because the events giving rise to this cause of action occurred in Harrison County, West Virginia.

8. Venue is further appropriate in the Circuit Court of Harrison County, West Virginia, because Mr. Ford did not knowingly, expressly and voluntarily contractually agree to arbitrate Harless claims or whistleblower claims and because such claims are statutorily protected insofar as they are statutorily, or at common law, to be filed in courts of competent jurisdiction. See W.Va. Code § 6C-1-4 (stating that “A person who alleges that he or she is a victim of a violation of this article may bring a civil action in a court of competent jurisdiction for appropriate injunctive relief or damages, or both, within two years after the occurrence of the alleged violation.”).

9. Finally, venue is also appropriate in the Circuit Court of Harrison County, West Virginia, because: (1) there is no clear and unmistakable language contained in Mr. Ford's employment contract that statutory and common law claims which sound in Whistleblower law and Open Meetings Act violations must be arbitrated; (2) the concept that Whistleblower law violations can be compelled to arbitration is a substantively unconscionable concept – which defies the very nature of Whistleblower law and litigation; (3) arbitration of claims which sound in Whistleblower law violates sound principles of public policy including, but not limited to transparency in government and the statutory right of public employees to file such claims in a public forum; (4) the arbitration clause, if it survives termination of Mr. Ford's employment, is procedurally and substantively unconscionable within the framework of the present dispute; and (5) alternatively, Mr. Ford's employment agreement expressly provides that in the context of any conflict between the application of the Agreement and state law, West Virginia state law controls – thus Mr. Ford is expressly permitted to seek statutory/judicial relief by virtue of the reality that West Virginia state law vests in Mr. Ford the statutory right to assert the claims stated herein.

FACTS

10. On or about October 14, 2024, Mr. Ford was hired as Bridgeport's City Manager.

11. The City Manager is effectively Bridgeport's CEO – responsible for all day-to-day operations and personnel decisions.

12. More specifically, per Bridgeport's City Charter, attached hereto as **Exhibit 1**, it was Mr. Ford's job to: (1) exclusively make all appointments and removals in the administration and executive departments of the City without the consultation, advice, or approval of the Council or any member thereof; (2) recommend from time to time to the Council such measures as the City Manager may deem necessary for the welfare of the City; (3) determine the needs of the City and

prepare, in consultation with department heads, a long range plan for the City; (4) properly administer the affairs of the City; and (5) lawfully and fairly administer the affairs of the City.

13. Following his hire, Mr. Ford was directed by Mayor Andy Lang and the City to: (1) “fix the farmer’s market problem”; (2) “fix the women problem” – referring to office staff and female City employees; (3) re-establish control of the Bridgeport Convention & Visitors Bureau; (4) re-establish control of Connect-Bridgeport – as, per Mayor Lang, this entity has gotten off-message and needs to be a Bridgeport propaganda machine; (5) “fix the little league problem” – referring to issues with the concession stand; (6) fix the “Music on Main” issue, referring to how the City regulates, licenses, and taxes musical performances on Main Street’ and (7) develop and implement an emergency services fee for transient occupants in area hotels.⁴

14. Although certain of these requests were odd, or perhaps not phrased in a politically correct manner, Mr. Ford timely went to work on the directives issued by Mayor Lang and the City.

15. At or near the onset of his employment with the City, Mr. Ford was further told by Mayor Lang to always place an executive session on the City’s agenda – so that all City personnel, finance, budget, board appointments, grants, projects, and planning matters could be discussed in executive session under the advanced construction planning exception to West Virginia Open Meetings laws.

16. Again, Mr. Ford found this to be an unusual request but complied with Mayor Lang’s directive.

⁴ Mr. Ford kept daily journals of all City interactions – thus present sense impressions exist for most of these interactions/allegations – transcribed in written form by Mr. Ford in close proximity to each interaction/factual allegation.

17. From nearly his first day on the job, Mr. Ford was told that the City needed to purchase property for a new public works building from Mayor Lang – and that Mr. Ford needed to figure out how this could happen without causing a public relations headache.

18. As this was not a project which had been approved by the City (through majority vote), and as such a concept facially defies best practices in government procurement and contracting – this was not on the forefront of Mr. Ford’s agenda/action items at the City.

19. That being said, less than three months into his new position with the City, on January 2, 2025, Mr. Ford was again informed by a City employee that the City of Bridgeport needed to purchase property from Mayor Lang – for a new public works building.

20. Needless to say, this did not sit well with Mr. Ford, nor did the fact that City officials were approaching City employees and raising the request that the City purchase property from Mayor Andy Lang.

21. Within this framework, and the tension caused by such approaches, on or about January 16, 2025, Mr. Ford began restructuring the City of Bridgeport’s procurement process to install and implement generally accepted modern procurement safeguards and practices for public bidding related to public projects and procurement of equipment and services – which restructuring related to: (1) formal oversight of procurement and purchasing; (2) quality assurance; (3) quality control; and (4) purchasing segregation – so that more than three individuals had oversight of the City’s procurement and purchasing process.

22. Indeed, on January 20, 2025, Mr. Ford met with City department heads and advised all department heads that he would be completely restructuring various City departments with direct reporting to the City Manager’s office.

23. At this meeting, Mr. Ford also told each department head that he/she would be having weekly meetings with Mr. Ford until existing issues/problems were addressed/corrected under the direction of Mr. Ford.

24. At or around January of 2025, Mayor Lang started to repeatedly ask Mr. Ford about document destruction protocols and timelines.

25. Put differently, Mayor Lang was indirectly asking Mr. Ford about evidence collection, control and destruction at the City.

26. Although Mr. Ford felt this was an odd request, it did not raise an immediate red flag.

27. Around this timeframe, other improper overtures/requests were made to Mr. Ford.

28. For example, Councilman Clayton Rice repeatedly requested that Mr. Ford approve payments/reimbursements for a private citizen for car parts/damages which were not caused by the City – as confirmed by Mr. Ford and the City’s insurance company’s investigation into the request.

29. Such overtures were firmly, and bluntly, rejected by Mr. Ford to the frustration of Councilman Rice.

30. Stated differently, Mr. Ford was not “playing ball” with the City Council/Mayor – and was prudently doing his job as City Manager consistent with the City Charter.

31. Notwithstanding the reality that this was not going to occur while Mr. Ford was City Manager, on or about February 3, 2025, Mayor Lang personally requested that Mr. Ford find a way to purchase property owned by Mayor Lang along Route 50 stating that “[you] need to be careful with regards to the optics of the city buying my property.”⁵

⁵ This interaction was journaled at the time by Mr. Ford.

32. From Mr. Ford's perspective – this was (as should be known to any public/elected official) inappropriate and unethical conduct by an elected official.

33. Given the consistent overtures/inquiries by elected officials, Mr. Ford started asking questions internally.

34. On information and belief, at or about this time, Mr. Ford, as a result of his inquiries, learned that the City of Bridgeport had been purchasing surplus equipment from Mr. Lang and/or one of his business entities.

35. Again, from Mr. Ford's perspective – this was wholly inappropriate conduct by an elected official.

36. At or near this timeframe, a personnel issue arose within the City which forced a factual investigation pursuant to the City's handbook and procedures.

37. Accordingly, Mr. Ford followed the City's procedures and hired an external, third-party, non-conflicted law firm, Flannery Georgalis, LLC, (with William "Bill" Ihlenfeld to serve as the lead attorney), to conduct the factual investigation and review – all of which was approved by Mayor Lang and the City in open meeting(s), at the request of Mr. Ford.

38. While this investigation was underway, Councilmen Rice continued to harass Mr. Ford to approve the purchase of car parts for a private citizen without any valid basis – Mr. Ford's answer to which remained a resounding "no".

39. Again, from Mr. Ford's perspective this was improper/unethical conduct – as the City accounts to the taxpayers and public office cannot be used for private gain.

40. Additionally, after internal questioning and personal investigation, at or near this time Mr. Ford became aware that multiple Councilmembers used their offices for private gain (such as work performed at their homes and/or properties in or near Bridgeport, WV).

41. Mr. Ford was not complicit with such conduct and substantial issues of wrongdoing and waste were routinely being exposed at the City.

42. This scenario became more complex when City employees were caught on camera removing banker's boxes of procurement files in or about this timeframe – a situation which placed Mr. Ford on heightened alert given Mayor Lang's prior questioning about the City's document retention/destruction protocols and procedures.⁶

43. Upon information and belief, at City's meeting on February 24, 2025, during an illegal and unlawful executive session conducted behind closed doors under the heading of "advanced construction planning" the City discussed Mr. Ford's employment/relationship with the City.

44. Mr. Ford was not made aware of this reality until much later – and this violation is particularly egregious as public employees have a statutory right to request open discussion of their employment.

45. Returning to the general timeline, in early March of 2025, following interviews completed by Flannery Georgalis, LLC, the City's government/leadership began to fall apart at its seams – as publicly evidenced in numerous instances.

46. In the wake of being interviewed, having been advised that acts of wrongdoing and public waste were present, Mayor Lang and certain council members started to question the nature and purpose of the investigation.

47. As of March 17, 2025, Mr. Ford's journal reflects that he inherited a culture of bid rigging, favoritism, bullying and intimidation at Bridgeport – which he was trying to actively remediate/repair.

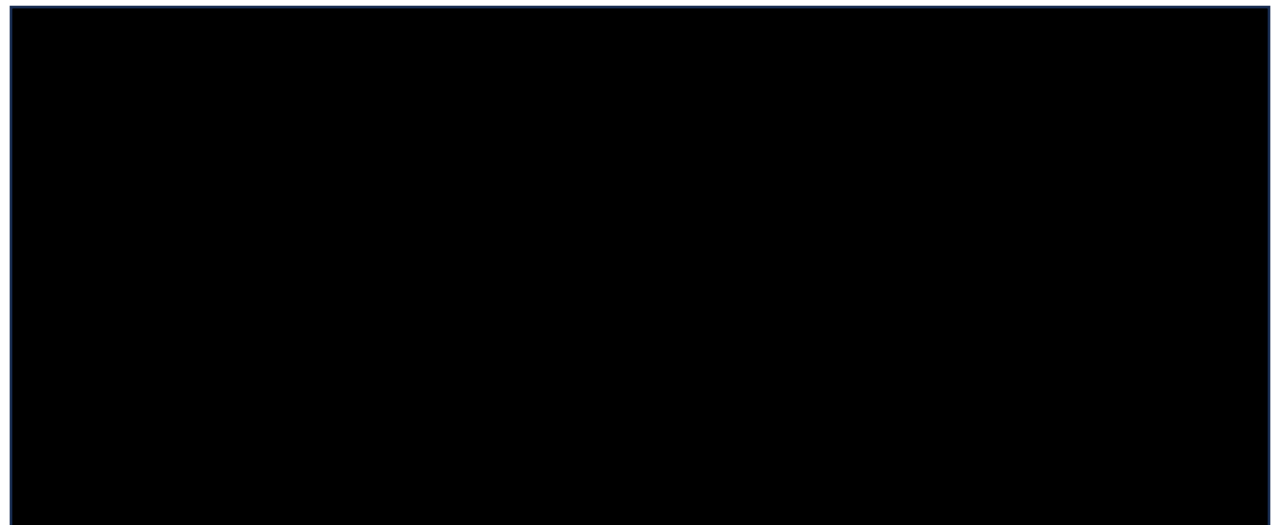
⁶ Mr. Ford stopped this process, and demanded that all public files be returned and preserved.

48. On March 17, 2025, Mayor Lang called Mr. Ford and stated, among others, that he was just interviewed by Flannery Georgalis, LLC, and that he did not want the report/results of the interview to be publicly circulated by the City – and that Mayor Lang did not want Mr. Ford to see the investigation’s results/conclusions – notwithstanding the reality that Mr. Ford is the City employee charged by the City Charter with the day-to-day operational/control of the City.

49. During this phone call, Mr. Ford advised Mr. Lang that, as the City Manager, he needed to see the report, and its findings/recommendations, to address the culture of corruption, harassment and improper practices at the City.

50. Up to and including the time of this discussion, no concerns were raised about the cost/expense of the report or the investigation – rather concerns were only raised about the byproducts of the investigation.

51. In late March of 2025, Mayor Lang and the City Council were all advised, in writing, that substantial issues of public wrongdoing and waste were uncovered during Mr. Ford’s brief tenure at the City.



See Exhibit 2, Ihlenfeld Email dated March 26, 2025 (redacted).

53. Rather than proceeding with the ongoing investigation, which had been previously approved by City Council, and correcting the waste/wrongdoing, the City quashed the investigation – and ordered that it be stopped.

54. Following these unfortunate developments, on the morning of March 28, 2025, Mayor Lang barged into Mr. Ford’s office, told an employee to “get the f*** out” and that Mayor Lang was going to schedule a City Council meeting to terminate Mr. Ford’s employment.

55. During this interaction, Mayor Lang stated to Mr. Ford that: (1) “he was not afraid of Mr. Ihlenfeld or Mr. Ford”; (2) “you should make it easy on yourself and resign”; (3) “I will write you a check for \$150,000 right now”; (4) “you need to cooperate or you might not get anything”.

56. During this interaction, Mr. Ford told Mayor Lang that he had: (1) “done everything they have asked me to do”; (2) “done nothing wrong”; and (3) “do what you need to do [Mayor Lang]”.

57. Mayor Lang then exited Mr. Ford’s office and yelled at City Staff as follows: “you work for me”, “type the agenda to terminate Mr. Ford.”

58. As Mayor Lang left the office, he threatened Mr. Ford to call and resign, or he would make the agenda final to terminate Mr. Ford’s employment.

59. At approximately 3:00 p.m. on March 28, 2025, Mayor Lang returned to Mr. Ford’s office.

60. Upon returning, Mayor Lang first apologized to City Staff for his abusive behavior early that day.

61. Then, on March 28, 2025, Mayor Lang (without any vote, public meeting or authority to do so) offered Mr. Ford \$150,000.00 to immediately resign – to which Mr. Ford said “no”.

62. Mayor Lang then told Mr. Ford to take the weekend to talk to his wife – and Mayor Lang stated “you don’t want your name in the press again.”

63. During this interaction, Mr. Ford advised Mayor Lang that he “can’t be bought” and this interaction concluded.

64. City Recorder Hank Murray was also present for this interaction, and threatened Mr. Ford during this meeting – stating that if Mr. Ford would resign – these issues would simply “slide away”, and Mr. Ford would avoid public criticism associated with his termination from the City.

65. This interaction is captured on recorded audio – attached in the file titled “Recording_26” as **Exhibit 3**.

66. On Monday, March 31, 2025, at 3:15 p.m. Mayor Lang returned to Mr. Ford’s office – all of which is also audio recorded.

67. During this interaction, Mr. Ford again advised Mayor Lang that he would not resign. Id.

68. Mayor Lang subsequently stated that the meeting agenda to terminate Mr. Ford’s employment would be mailed out.

69. As Mayor Lang was leaving Mr. Ford’s office, Mayor Lang asked Mr. Ford if his cat recently died. Id.

70. Mr. Ford asked Mr. Lang if he really cared. Mayor Lang stated “I don’t” – and then Mayor Lang smiled and left Mr. Ford’s office. Id. See Exhibit 4, Audio File ending in “782” – 2 minute, 30 second mark.

71. Following this series of events, on April 3, 2025, the City Council/Mayor Lang voted to terminate Mr. Ford with five votes in favor, one opposed, while having a sealed envelope on their respective desk(s) which outlined serious issues of public wrongdoing and public waste.

72. Through the termination without cause of Mr. Ford, the City has effectively quashed the investigation into wrongdoing and waste at the City.

73. Prior to, and post, termination Mr. Ford submitted to the City a series of West Virginia Freedom of Information Act requests – through counsel – which have been stonewalled by the City without any valid justification. See Exhibits 5, 6 – FOIA Requests.

74. Upon information and belief, post termination of Mr. Ford, the City and Mayor Lang have taken substantial steps to cover up/close the investigation – to effectively sweep the investigation under the rug.

**COUNT I – ACTION FOR INJUNCTIVE AND MONETARY RELIEF
(WEST VIRGINIA WHISTLEBLOWER ACT)**

75. Mr. Ford incorporates the preceding paragraphs as though fully set forth herein.

76. Mr. Ford is an employee within the meaning of West Virginia Code § 6C-1-2(b).

77. The Defendant is an employer within the meaning of West Virginia Code § 6C-1-2(c).

78. As indicated above, Mr. Ford made good faith reports of wrongdoing and waste within the meaning of West Virginia Code § 6C-1-2(d) to the City of Bridgeport, West Virginia – a West Virginia public body. See West Virginia Code § 6C-1-2(e)(2).

79. Mr. Ford also filed a Complaint with the Public Integrity and Fraud Unit, prior to his termination, wherein he identified the following instances of wrongdoing and/or waste within the City: (1) improper favors to influence contracts; (2) failure to enforce and adhere to bidding specifications; (3) suspicious bids for major projects; (4) only select City employees negotiating with certain contractors; (5) improper communications with contractors during the pre-bid process; and (6) favoritism shown to specific contractors during the pre-bid period.

80. West Virginia law is clear that “[n]o employer may discharge, threaten or otherwise discriminate or retaliate against an employee by changing the employee's compensation, terms, conditions, location or privileges of employment because the employee, acting on his own volition, or a person acting on behalf of or under the direction of the employee, makes a good faith report or is about to report, verbally or in writing, to the employer or appropriate authority an instance of wrongdoing or waste.” See West Virginia Code § 6C-1-3(a).

81. West Virginia law is further clear that “[a] person who alleges that he is a victim of a violation of this article may bring a civil action in a court of competent jurisdiction for appropriate injunctive relief or damages, or both, within one hundred eighty days after the occurrence of the alleged violation.” See West Virginia Code § 6C-1-4(a).

82. Indeed, a Court, in rendering judgment in an action brought under the West Virginia Whistleblower law, shall order, as the Court considers appropriate, reinstatement of the employee, the payment of back wages, full reinstatement of fringe benefits and seniority rights, actual damages or any combination of these remedies.

83. Further, a Court may also award the complainant all or a portion of the costs of litigation, including reasonable attorney fees and witness fees, if the court determines that the award is appropriate.” See West Virginia Code § 6C-1-4 and 6C-1-5.

84. As stated above, the Defendant has retaliated and discriminated against Mr. Ford based upon his prior, good faith reports and investigations of wrongdoing and waste, and based upon Mr. Ford's direct challenges to City Council and the Mayor's unethical and unlawful conduct such that all statutory damages are also appropriate remedies as set forth in West Virginia Code § 6C-1-5.

COUNT II – WRONGFUL DISCHARGE (HARLESS CLAIM)

85. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

86. Alternatively, this cause of action is asserted against the City under West Virginia's common law claim for wrongful discharge under Harless v. First National Bank of Fairmont, 162 W.Va. 116 (1978).

87. Mr. Ford was a public employee at the time of his discharge, and had reported violations of substantial West Virginia public policy(ies) to his employer.

88. Among others, at the time of his termination, Mr. Ford has made good faith reports of waste, wrongdoing, and improper and/or unethical actions/omissions by public officials to his employer – all of which was known to the City at the time of his termination.

89. The City's actions, to date, constitute substantial violations of West Virginia public policies which are clear and designed to protect Plaintiff – and the taxpayers of the State of West Virginia – from improper public acts/omissions/unethical government conduct.

90. The City's actions, to date, evidence an intent to hide improper, unlawful, and unethical conduct from review and public comment.

91. As a result of the actionable conduct of the Defendant, Mr. Ford has suffered substantial damages and injuries.

92. The actions/omissions of the Defendant were willful, intentional, and in conscious disregard of the rights of Mr. Ford such that punitive damages are an appropriate remedy.

**COUNT III – ACTION FOR VIOLATION OF THE OPEN MEETINGS ACT
W.Va. CODE § 6-9A-6, et seq.**

93. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

94. Upon information and belief, the Defendant has violated the West Virginia Open Governmental Proceedings Act, as set forth above, by using the “advance construction planning” label as a guise through which to shield information from public review, comment and consideration.

95. More specifically, on information and belief, the Defendant violated the Open Governmental Proceedings Act by, among others, conducting a private meeting to discuss Mr. Ford’s employment on February 24, 2025, with the intention of transacting public business, thwarting public scrutiny and making decisions that eventually became official action.

96. Upon information and belief, this is a common practice at the City.

97. Upon information and belief, the acts/omissions of the Defendant were willful and knowing violations of the Open Governmental Proceedings Act, which constitute misdemeanor offenses under West Virginia law.

98. Upon information and belief, the acts and omissions of the Defendant were not justified, nor did special circumstances exist which were sufficient to justify the improper meetings and actions of the Defendant.

99. Mr. Ford should be awarded all fees and expenses incurred in bringing this count, consistent with the fee shifting provisions contained in W.Va. Code § 6-9A-7(b).

WHEREFORE, Plaintiff Patrick Ford respectfully requests that judgment be entered in his favor and the following relief be granted:

- (1) A temporary and permanent injunction be awarded prohibiting the Defendant from engaging in retaliatory, discriminatory and unlawful conduct as described herein, and reinstating Mr. Ford to the active position of City Manager of the City of Bridgeport, West Virginia;
- (2) An award to Plaintiff of all attorneys' fees and court costs from the Defendant, consistent with W.Va. Code § 6C-1-5;
- (3) For compensatory damages, special damages, economic damages, restitution and all other legal and equitable relief, including all statutory relief available pursuant to the West Virginia Whistleblower Act;
- (4) That the City be fined, \$5,000.00 per violation, for its unlawful, retaliatory and discriminatory actions and omissions, consistent with West Virginia Code § 6C-1-6;
- (5) That the Court enter a finding that the Defendant committed acts of retaliation and discrimination with the intent to discourage the disclosure of information, such that the acts of the Defendant/Mayor are deemed as official acts of misconduct and malfeasance in office consistent with W.Va. Code § 6C-1-6, which finding may serve as the basis for removal of Mayor Lang from the Bridgeport City Council;
- (6) For compensatory damages, special damages, economic damages, restitution and all other legal and equitable relief, including all statutory relief available pursuant to the West Virginia Whistleblower Act;
- (7) For pre-judgment and post-judgment interest;
- (8) For punitive and exemplary damages, as requested herein;
- (9) For appropriate injunctive relief under common law and the West Virginia Open Governmental Proceedings Act; and

(10) Any such other relief the Court deems appropriate.

Dated: May 2, 2025.

Respectfully submitted,

SIMMERMAN LAW OFFICE, PLLC

By: /s/ Frank E. Simmerman

Frank E. Simmerman, Jr.

(W. Va. Bar #3403)

Chad L. Taylor

(W. Va. Bar #10564)

Frank E. Simmerman, III

(W. Va. Bar #11589)

254 East Main Street

Clarksburg, WV 26301

Phone: (304) 623-4900

Counsel for the Plaintiff

VERIFICATION

I, Patrick Ford, hereby state and verify that the statements set forth in the Complaint filed herewith are true and correct to the best of my knowledge, information and belief, subject to correction at a later date.

Dated: 5.2.25



Patrick Ford

STATE OF WEST VIRGINIA

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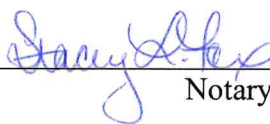
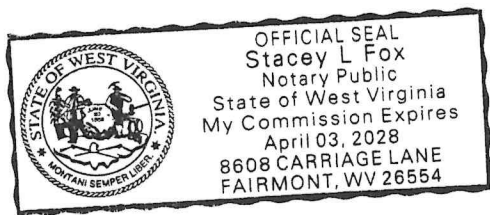
TO-WIT:

COUNTY OF HARRISON

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The foregoing Verification was acknowledged before me this 2ND day of May, 2025, by Patrick Ford.

(NOTARIAL SEAL)



Notary Public

My commission expires:

APRIL 3, 2028