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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

<p>Corey Turner</p> <p>Plaintiff,</p> <p>v.</p> <p>Cedar Mountain Service District (formerly known as Cedar Mountain Fire Protection District); Suzy Polnisch (in her individual and official capacities); Forrest Barnard (in his individual and official capacities); and Wade Heaton (in his individual and official capacities)</p> <p>Defendants</p>	<p>COMPLAINT</p> <p>Case No.</p> <p>Jury Trial Demanded</p>
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Corey Turner (“Mr. Turner”) alleges as follows against Defendant (1) Cedar Mountain Service District (the “District”) (formerly known as Cedar Mountain Fire Protection District); (2) Suzy Polnisch (in her individual and official capacities); (3) Forrest Barnard (in his individual and official capacities); and (4) Wade Heaton (in his individual and official capacities).

I. PARTIES

1. Mr. Turner is a natural person who resides and is domiciled in Utah.
2. The District is a “special service district” under Utah Code Section 17D-1-102(12).

3. Under Utah Code Section 17D-1-103(1), a special service district is separate and distinct from the county and “may sue and be sued.”
4. At all material times, the District employed more than 15 persons.
5. Suzy Polnisch is an individual who resides and is domiciled in Utah.
6. Forrest Barnard is an individual who resides and is domiciled in Utah.
7. Wade Heaton is an individual who resides in and is domiciled in Utah.

II. JURISDICTION AND VENUE

8. This civil action (the “Action”) arises under the laws of the United States, including 42 U.S.C. § 1981; 42 U.S.C. § 2000e; and 42 U.S.C. § 1983.
9. The Court therefore has jurisdiction over the subject matter of the federal law claims in the Action pursuant to 28 U.S.C. § 1331 because they arise under the laws of the United States of America. The Court has supplemental jurisdiction over the Utah state law claim for relief pursuant to 28 U.S.C. § 1367.
10. The Court can, and should, exercise personal jurisdiction over the District because it has sufficient contacts with Utah.
11. The Court can and should, exercise personal jurisdiction over Polnisch, Barnard, and Heaton because they have sufficient contacts with Utah.
12. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district.
13. Mr. Turner filed a Charge of Discrimination with the Utah Labor Commission on or about September 5, 2023, alleging discrimination on the basis of his race, religion, color, and religious liberty. He also alleged that he has been subjected to retaliation.
14. A Notice of Right to Sue was issued on August 12, 2024. Attached as Exhibit 1.

III. FACTUAL BACKGROUND

15. The District was established by resolution of Kane County in 1995 to provide Fire and EMS services.
16. The District is currently governed by a five-person administrative control board, with members appointed by the Kane County Commission.
17. On information and belief, prior to November of 2020, the five members of the administrative control board were not appointed—they were elected.
18. On information and belief—sometime after November of 2020, the Kane County Board of Commissioners adopted Resolution R-2020-18—which converted the administrative control board of the District from an elected board to an appointed board.
19. On information and belief, the Kane County Commission has three seats.
20. On information and belief, Wade Heaton assumed his role as a Kane County Commissioner in January of 2021.
21. On information and belief, during times relevant to this Complaint, Wade Heaton was either the District’s Executive Director or a board member of the District.

Wade Heaton Background

22. Utah’s Division of Corporations and Commercial Code lists “Color Country Outfitters, LLC’s” “registered agent” as “Wade R Heaton.”
23. On information and belief, in 2019, Wade Heaton was appointed to the Utah Wildlife Board.
24. On information and belief, on Oct. 4, 2023, the Utah Division of Wildlife Resources filed a lengthy report listing Heaton and six others as suspects in an investigation regarding unlawful big game baiting, unlawful taking/possession of protected wildlife and a pattern of unlawful activity at multiple areas in the Alton Cooperative Wildlife Management Unit.

25. On information and belief, Heaton, who was also a member of the Utah Wildlife Board, submitted his resignation five days after the report was published.
26. On information and belief, the email provided, in relevant part: “My life has continued to become busier and more complicated and I no longer feel that I have the time needed to serve on the Wildlife board.”
27. On information and belief, Heaton’s proffered reasons for his resignation were pretextual.
28. On August 23, 2024, the State of Utah filed a criminal Information charging “Wade Raymond Heaton” with eleven separate counts, including (1) a second-degree felony; (2) two third-degree felonies; (3) five Class A Misdemeanors and (4) three Class B misdemeanors. (Information, Criminal Case No. 241600071.)
29. Relevant here, the Criminal Information alleged: “Defendant Wade Heaton is the owner and outfitter of Color County Outfitters (CCO) in Kane County, Utah. **The other defendants** work as **hunting guides for CCO.**” (Information, Criminal Case No. 241600071 at 6 (bold added).)
30. One of the other defendants charged in the Criminal Information is “Forrest Rodger Barnard,” an individual who officially started working as the District’s Fire Chief on March 20, 2023.
31. As of September 17, 2024, the District’s website lists Forrest Barnard as the District’s Fire Chief.
32. Relevant here, the Criminal Information provides: “Defendant Steele was interviewed . . . Defendant Steele stated that he worked for Defendant Wade Heaton **who gives them jobs and they do it.**” (Information, Criminal Case No. 241600071 at 8 (bold added).)

33. Thus, the Criminal Information suggests Heaton exercised control or influence over his hunting guides.
34. The Criminal Information suggests that Forrest Barnard is a hunting guide who works for Wade Heaton.
35. Also relevant here, another individual charged in the Criminal Information is “Joshua Michael Jennings.”
36. On information and belief, Jennings held the position of District Manager during times relevant to this Complaint, until November 10, 2023.
37. It appears that Jennings is a hunting guide who worked for Wade Heaton.
38. Relevant here, the Criminal Information alleges that Wade Heaton, Forrest Barnard, and Joshua Jennings (among others) were involved in a criminal conspiracy between August 17, 2023, and September 1, 2023.

Suzy Polnisch Background

39. Suzy Polnisch is the current Chair of the District’s Board of Trustees.
40. During times relevant to this Complaint, she was a member of the District’s Board.
41. On information and belief, Suzy Polnisch has a son who is close personal friends with Patrick Mahler.

Patrick Mahler Background

42. On information and belief, in the beginning of 2019, an individual named Patrick Mahler started working as a firefighter for the District on a temporary part time basis.
43. On information and belief, sometime before his resignation, Mahler was under investigation by the District for brandishing a weapon towards Chad Poulsen.

44. On information and belief, sometime in March of 2021, then-Chief Rieffer accepted Patrick Mahler's resignation.

45. On information and belief, the resignation was related to Mahler's having brandished a weapon and/or was related to his substance abuse.

46. On information and belief, Patrick Mahler is a friendly acquaintance with Wade Heaton and had his personal phone number during times relevant to this Complaint.

Chris Rieffer Assumes Role as the District's Fire Chief on November 1, 2019

47. Chris Rieffer is a professional firefighter chief with approximately 33 years in the industry.

48. On or around April 4, 2019, the District began searching for its next Fire Chief when it made available in the public a document entitled "CMFPD Fire Chief Recruitment period from April 20 through June 30, 2019."

49. That document provided, in relevant part: "The next Fire Chief must be able to exhibit consistent and ethical decision making, inclusiveness, and diversity awareness in all CMFPD practices." The document also provided: "[t]he CMFPD is overseen by a five person **elected** Board of Directors." (bold added).

50. According to the District's Minutes from a November 9, 2019, meeting, "Chief Rieffer was made Fire Chief on November 1st" 2019—although "Casey Tuttle [was] still in an advisory role position until January" of 2020 "to allow for a smooth transition."

51. On January 11, 2020, the District held a meeting. At that meeting, Chris Rieffer stated that "[t]his is Chief Tuttle's last meeting. I'm taking over the department from a great man."

52. The Minutes reflect that Chief Rieffer "outline[d] his plan with moving forward," including by "**operating with the law**, following safety regulations, being professional," and "bringing on new staffing . . ." (bold added).

The Positive Discipline System Is Implemented

53. On September 18, 2020, Chris Reiffer was still acting as the District's fire chief.
54. On information and belief, on or around that date, the District implemented a Positive Discipline System.
55. The Positive Discipline System was memorialized in a 28-page document.
56. Relevant here, the first page of the document lists "Wade Heaton" as the District's Executive Director.
57. Relevant here, the first page of the document provides "Operations Memo Positive Discipline System Effective Immediately 09/18/2020."
58. The 28-page document provided, in relevant part: "Employers in Utah are required to comply with several employment laws when they decide to terminate one of their employees."
"When employers fail to follow these laws, their actions can be considered illegal, and their employee has the right to take legal action against them."
59. The 28-page document explained that "positive discipline is a two-part process" that involved an "Informal Process and Formal Process."
60. The document explained that "[w]hen a problem initially arises, the first question usually asked is: Should there be an attempt to resolve this problem, or does the problem warrant formal discipline."
61. "The underlying goal of the **Informal Process** is to prevent problems from developing and to quickly eliminate problems that do arise. Six strategies and techniques have been determined to be important components of an effective disciplinary program" One of these six strategies is "Coaching." (bold added).

62. “Coaching is an **informal** . . . discussion designed to assist an employee in developing knowledge, skills, and abilities.” (bold added).
63. “The ‘formal process’ involves **progressive** disciplinary action” (bold added).
64. “The Formal Process consists of . . . Preparing and conducting an Investigative Interview . . . Utilizing the decision-making process in regard to discipline . . . Preparing and conducting an Administrative Hearing, if applicable . . . [and] Preparing and conducting a Disciplinary Meeting Documentation.”
65. The document also provided: “There are four progressive steps of disciplinary action in the Formal Process.”
66. The document also provided: “Administrative Hearings **will** be scheduled whenever the event leading to disciplinary action is of such a nature that any resulting discipline may be greater than a Step 2 action. The Administrative Hearing is a formal meeting in which the employee is afforded the opportunity to provide an explanation directly to the Fire Chief or designee regarding the event(s) leading to the proposed disciplinary action . . . The employee **will** receive written notification of the hearing location, date, and time. Notification **shall** include the specific actions upon which discipline may be based, and any corresponding policy or rule violation, if appropriate.” (bold added).

67. The document also provided:

Termination is not discipline. Termination may result as a consequence of a one-time serious event but, most often, results from an employee’s continued failure to accept responsibility for elimination of problems and/or failing to meet management expectations. Therefore, termination is considered solely as an administrative act separating an individual from City employment. The process of notifying the individual shall be accomplished in a manner conducive to good order and with respect for that person’s dignity and privacy. This will typically be accomplished by having a Senior Staff Officer and a witness from the officer ranks deliver the termination notice in person. **Note:** In cases where serious

discipline is indicated but termination may not be warranted, demotion may be considered.

Kane County Board of Commissioners Convert the District's Board from Elected Positions to Appointed Positions

68. On or around August 25, 2020, the then existing Commissioners of the Kane County Commission held a Commission meeting.

69. At that meeting, the Commissioners passed Item 8, a resolution giving notice of intent to convert the administrative control board of the cedar mountain fire protection fire district from an elected board to an appointed board.

70. On or around October 5, 2020, the District announced that “the Kane County Board of Commissioners adopted Resolution R-2020-18, a resolution giving notice of intent to convert the administrative control board of the cedar mountain fire protection district from an elected board to an appointed board.”

71. On information and belief, Wade Heaton may have exploited this change to exert greater influence over the District and promote his personal interests.

Chris Rieffer Promotes Travis Flygare to Deputy Chief

72. During an April 27, 2021, District meeting, Chief Chris Rieffer introduced “new Deputy Chief Travis Flygare.” At the meeting, Deputy Chief Flygare stated that he had “been employed by the district for three years.”

The District Hires Corey Turner and He Quickly Rises the Ranks

73. On or around February 25, 2021, the District hired Mr. Turner as a part-time firefighter.

74. Mr. Turner was hired as a full-time firefighter sometime in July of 2021.

75. Sometime in August of 2021, Mr. Turner was promoted to Captain.

Patrick Mahler Instigates a Traffic Incident with Mr. Turner

76. On information and belief, in mid-July 2021, Mr. Turner was traveling to a local City Council meeting when Patrick Mahler began slamming on his brakes in front of Mr. Turner's vehicle, despite Mr. Turner's attempts to give the vehicle space.
77. On information and belief, Mahler's provocation resulted in Mahler brandishing a weapon towards Mr. Turner.
78. On information and belief, Mahler's provocation resulted in a verbal dispute between Mahler and Mr. Turner.
79. On information and belief, when Mr. Turner returned to an area with cellular service, he called law enforcement and reported the incident.
80. Following the city council meeting, Mr. Turner went to the Utah Highway patrol station in Cedar City and provided a statement.
81. The law enforcement officials that Mr. Turner spoke with informed Mr. Turner that they were aware of the driver's identity and that they were familiar with Mr. Mahler. Mr. Turner understood this to mean that Mahler had been in trouble with the law in the past.
82. Upon Mr. Turner's return to work, Mr. Turner told Deputy Chief Jones about the incident. Deputy Chief Jones told Mr. Turner that Mahler was a disgruntled ex-employee of the District. Deputy Chief Jones also told Mr. Turner that Mahler was likely provoking Mr. Turner based on Mahler's knowledge that Mr. Turner was a firefighter for the District.
- Patrick Mahler Sends a Video Recording of the Traffic Incident to Wade Heaton, Who Sent it to Suzy Polnisch
83. On information and belief, after Mr. Turner reported the incident to Utah Highway Patrol, Mahler alleged that Mr. Turner had threatened him.
84. On information and belief, the Utah Highway Patrol investigated the incident—including by interviewing Mr. Turner.

85. On information and belief, the Utah Highway Patrol determined that no charges needed to be filed.
86. On information and belief, one of Mahler's passengers had recorded the traffic interaction with Turner.
87. On information and belief, one of the recordings of the incident revealed that Mahler was holding a handgun.
88. On information and belief, Mahler sent video recordings of the incident to Wade Heaton.
89. On information and belief, the audio of the recordings has been altered—preventing anyone from hearing all of what was said in the recordings—including about Mr. Turner informing Mahler that he would report Mahler's brandishing of a weapon.
90. On information and belief, Wade Heaton sent the video to Suzy Polnisch.
91. On information and belief, after viewing the video, Polnisch told then-Fire Chief Rieffer to terminate Mr. Turner because all she saw on the video was an “angry black man” and stated that Mr. Turner “did not represent the District.”
92. On information and belief, Polnisch also informed then-Fire Chief Rieffer that Wade Heaton was displeased with Mr. Turner after viewing the video.
93. On information and belief, at a later date, Heaton would refer to Mr. Turner as a “colored guy.”
94. Then-Fire Chief Rieffer declined to terminate Mr. Turner.
95. Instead, then-Fire Chief Rieffer or Deputy Chief Jones followed the Positive Discipline System to review the incident and determine whether discipline or counseling was appropriate.

96. Then-Fire Chief Rieffer or Deputy Chief Jones, under the Positive Discipline system, elected to have a “Coaching Session” with Mr. Turner. This Coaching Session was memorialized in a July 8, 2021, document. The document states: “Video was received of a CMFPD employee in an altercation in uniform. Corrective action taken: Employee acknowledges mistakes. Employee states this will not happen again.”

97. After the incident was resolved, Suzy Polnisch repeatedly questioned then-Fire Chief Rieffer and Deputy Chief Jones about why they had not fired Mr. Turner. They both continually responded that the matter was resolved.

98. Following the incident, then-Fire Chief Rieffer and three Deputy Chiefs promoted Mr. Turner to the position of captain.

The District Buys Out Rieffer’s Contract and Names Adam Scott as Interim Chief

99. On information and belief, the District bought out Rieffer’s contract after Rieffer refused to terminate Turner.

100. On information and belief, after Rieffer’s departure, the District designated Deputy Chief Adam Schott as interim Chief.

101. On information and belief, in a meeting with Chief Scott and other deputy chiefs, Ms. Polnisch asked why Mr. Turner was a captain.

102. On information and belief, the chiefs responded it was because Mr. Turner was the most qualified candidate.

103. On information and belief, in response, Ms. Polnisch asked: “do we want someone like him representing the District?”

104. On information and belief, Adam Scott refused Ms. Polnisch’s demands and was not selected for the permanent Fire Chief position.

Chad Poulsen named as Fire Chief

105. On information and belief, Poulsen worked at the District as a firefighter/paramedic, lieutenant, and captain from March of 2000 until April of 2022.
106. On information and belief, sometime before April of 2022, he began the interview process for Fire Chief.
107. On information and belief, during his interview process, Suzy Polnisch asked Poulsen what he thought of Mr. Turner.
108. On information and belief, Polnisch did not ask about any of the other officers.
109. On information and belief, during his second interview Polnisch again asked Poulsen what he planned to do with Mr. Turner.
110. On information and belief, Poulsen informed Polnisch that there were procedures and policies in place and that Mr. Turner did not fall under any of these.
111. On April 27, 2022, “New Fire Chief Chad Poulsen [was] introduced by Deputy Chief Adam Scott” at a Board. meeting.
112. On information and belief, during his tenure, Poulsen heard Board members, including Suzy Polnisch, say that Mr. Turner “was not a good fit” for the District and that he “did not represent the community.”
113. On information and belief, despite any denial to the contrary, these comments were thinly veiled, racially charged, comments.
114. On information and belief, Polnisch holds bigoted views of African Americans and/or blacks.
115. On information and belief, during Poulsen’s interview, the Board asked what his thoughts and plans were for Mr. Turner and encouraged Poulsen to terminate Mr. Turner.

116. On information and belief, in May of 2022, a District Fire Captain, Anthony Miller, informed Poulsen that he had concerns with the District's Board's conduct and with employees' conduct.

117. On information and belief, Miller informed Poulsen that on repeated occasions he heard an administrative assistant refer to Mr. Turner as a "nigger."

Early 2023: The District Interviews Candidates for the Position of Fire-Chief

118. On information and belief, Poulsen refused to terminate Mr. Turner.

119. On information and belief, after Poulsen refused to terminate Mr. Turner, the District's Board terminated Poulsen in or around January of 2023.

120. On information and belief, in early 2023, the District conducted a hiring process for a new Fire Chief.

121. On information and belief, the District identified three finalists for the position: (1) Forrest Barnard; (2) Holli Wright; and (3) Mr. Turner.

122. On information and belief, in order to hire a Chief who would comply with the Board's demands, the District lowered the requirements and certifications to apply for the Fire Chief position.

123. On information and belief, the Board intended to hire Forrest Barnard before completing the hiring process.

124. On information and belief, the hiring process was a farce—the Board always intended to hire Barnard.

125. During his interview for the position of Fire Chief, Ms. Polnisch told Mr. Turner: "You clean up well, I didn't know someone like you was this educated and articulate."

126. On information and belief, despite any denials to the contrary, Ms. Polnisch's statement was motivated by her prejudice towards blacks and/or African Americans.

127. The District decided to hire Forrest Barard instead of Mr. Turner even though Mr. Turner had more qualifications than Barnard.

128. On information and belief, Barnard only held Idaho certifications and not national qualifications as previously required by the District.

February 2023: Member of the Public Voices Displeasure with the Board

129. On information and belief, during a February 7, 2023, Board Meeting, a member of the public stated, in relevant part: "The big question I have is, Rieffer has been gone for a year . . . and I just don't know why. I don't know that it's ever been said why. The Board decided to, I understand, buy out his contract. So I have a little question about that." He continued: "I'm only a fee payer, the Board should represent me. And the Board should be open enough to discuss those types of things and let the people here know why we're coming up on our third [fire] chief in a year."

130. On information and belief, later, Vice Chairman John Burrows decided to "interject a couple of comments." Relevant here, he said: "It's funny how sometimes it seems like **there are people who think this Board has an ulterior motive** or agenda besides the best interest of the District and that's ridiculous . . . we are here, we were asked to be on this Board, **none of us campaigned for it . . .**"

131. On information and belief, members of the public were concerned that Wade Heaton was influencing the Board to hire his hunting guides in leadership positions and provide those guides with salaries and benefits.

132. The composition of the Board at that time did not campaign for their positions because they were appointed—not elected.

February 2023: The District Hires Forrest Barnard as the District’s Fire Chief

133. During the February 7, 2023, Board Meeting, it was announced that Barnard would be the District’s next chief.

134. The minutes from that meeting provide, in relevant part: “Chief Barnard expressed his excitement for the new opportunity and thanked the Board for the welcome he was given.” “Day to day operations are being handled by Acting Chief Holli Wright with assistance from Deputy Chief Flygare until Chief Barnard comes on full time.”

Mr. Turner Complained About the Board’s Cronyism

135. Mr. Turner complained that the District was hiring underqualified leadership because the District’s Board was engaged in cronyism by hiring Wade Heaton’s hunting guides for leadership positions rather than conducting a fair hiring process to identify the best qualified individuals.

136. On information and belief, during times relevant to this Complaint, until November 10, 2023, Josh Jennings held the position of District Manager.

137. On information and belief, Josh Jennings worked for Wade Heaton’s company as a hunting guide.

138. On information and belief, Barnard also worked as a hunting guide for Wade Heaton’s company.

139. On information and belief, Mr. Turner complained that Barnard was only hired because of his connection to Heaton.

140. Mr. Turner suspects that firefighter Alfred Scott reported to the Board that Mr. Turner was accusing the Board of cronyism.

Barnard Is Instructed to Terminate Mr. Turner

141. On information and belief, not long after he was hired as Fire Chief, members of the District's Board instructed Barnard to terminate Mr. Turner.

142. On information and belief, sometime in April of 2023, Barnard had a conversation with Travis Flygare about terminating Mr. Turner.

143. In response to that conversation, Flygare sent Barnard the following email on April 23, 2023: "Chief I have been thinking a lot over the last few days about the situation at hand with Captain Turner. I'm having a hard time not going through the Positive Discipline procedures that CMFPD have in place. This has been approved by the board and implemented over 2 years ago. This has been the standard when it comes to any form of discipline/termination. We as Chiefs have all used this process and so have all of our Captains, including Captain Turner. It's in place to protect the district and also the employees. To go from not having anything in his file to termination though it might be warranted, I think we need to have an Administrative hearing with him and go to a Step 3 outlined on page 18 with a suspension, possible demotion, or if Termination is what you deem necessary I think we need to do it as outlined in this process. I know what you are thinking of doing is close to what I'm saying here I just think he needs to be aware of why this is happening so he can make improvements for his future. Just my thoughts of the morning. Thanks Chief."

At Polnisch's Instruction, Barnard Terminates Mr. Turner

144. On information and belief, on or around May 1, 2023, Barnard and Flygare held a meeting to discuss Mr. Turner's termination.

145. On information and belief, Flygare again told Barnard that he needed to utilize the Positive Discipline System.
146. On information and belief, during the meeting, Barnard received a call from Suzy Polnisch.
147. On information and belief, Barnard placed the call on speaker so that Flygare could hear what was being said.
148. On information and belief, Polnisch told Barnard that he needed to fire Mr. Turner.
149. Later, Barnard had another conversation with the District's counsel.
150. After the phone calls, Flygare heard Barnard say "I can't wait to fire this nigger."
151. Merriam-Webster's first definition of "nigger" is: "used as an insulting and contemptuous term for a Black person."
152. Merriam-Webster's second definition is: "used as an insulting and contemptuous term for a member of any dark-skinned race."
153. According to Merriam-Webster: "In senses 1 and 2, the word ranks as almost certainly the most offensive and inflammatory racial slur in English, a term **expressive of hatred and bigotry.**" (bold added).

Flygare Reports Barnard's Racial Slur to Former Chief Rieffer

154. On information and belief, within one day of hearing Barnard call Mr. Turner a "nigger," Flygare called Former Chief Rieffer and told him that he had heard Barnard call Mr. Turner a "nigger."

Barnard Terminates Mr. Turner

155. On information and belief, on or around May 2, 2023, Forrest Barnard met with Mr. Turner and terminated his employment.

156. On information and belief, Joshua Jennings was present during this termination.
157. On information and belief, Flygare refused to be present during Mr. Turner's termination.
158. On information and belief, Forrest Barnard delivered a letter to Mr. Turner that was dated May 2, 2023. The letter provided, in relevant part: "This is to inform you that the Fire Chief of Cedar Mountain Fire Protection District by this letter delivered to you is intended as notice of our decision to make a change in the position of Fire Captain and discontinue your further employment with the District effective May 2, 2023."
159. The letter listed "Suzy Polnisch" as the District's "Chairman."
160. The letter listed "Wade Heaton" as the District's "Member."
161. The letter listed "Josh Jennings" as the District's "District Manager."
162. The letter did not provide any reason for Mr. Turner's termination.
163. On information and belief, Forrest Barnard did not follow the Positive Discipline System.
164. On information and belief, Mr. Turner was not provided an Administrative Hearing under the Positive Discipline System.

Barnard Instructs Flygare and Wright to Write Letters

165. On information and belief, or around November 2, 2023, Barnard summoned Flygare and Holli Wright.
166. On information and belief, Barnard instructed them to draft letters describing Mr. Turner's prior alleged misconduct.
167. On information and belief, this was done in an effort to create a post hoc justification for Mr. Turner's termination.
168. On information and belief, Barnard specifically instructed Flygare and Wright to state that Flygare did not hear Barnard call Mr. Turner a racial slur.

169. On information and belief, Flygare and Wright wrote letters at Barnard's request because he insinuated that they would be terminated if they did not comply.

170. On information and belief, Flygare's original letter did not mention that he had not heard Barnard use the racial slur.

171. On information and belief, after Flygare submitted his initial letter, Barnard added that Flygare had "not witnessed Chief Barnard make any comments about any one's race or religion."

172. On information and belief, Flygare only signed the letter with this addition because his job had been threatened.

Flygare and Wright Correct Their Prior Statements

173. On or around April 5, 2024, Flygare drafted an email that provided: "On or around 4/18/23 I heard Chief Barnard say a racial comment about Captain Turner after he got off the phone with Suzy Polnisch and the District[']s council [sic] when they told him to fire Captain Turner he[] said, 'I can't wait to fire that Nigger' he had his phone on speaker so I was able to overhear the conversation as he was walking back from the apparatus bay. I was also told to write on the statement that I signed on 11/5/23 by Chief Barnard, that I did not hear him make a comment about Race or Religion, **which I did for fear or losing my job if I didn't.**" (bold added).

174. Holli Wright also wrote a letter on or around April 13, 2024. Relevant here, she wrote: "[i]t was . . . very well known throughout the department that Mrs. Polnisch did not like Captain Turner and was constantly stating he needed to be removed from our ranks by any means necessary."

175. She also wrote: “Upon Captain Turners [sic] inappropriate termination Chief Barnard also stated to me that a benefit of him letting Captain Turner go is that it would send a message to the department that he is not afraid to fire anyone who goes against him. He also has stated that he understood why Mrs. Polsnich wanted Captain Turner fired. From this time on the threats to mine and Deputy Chief Flygares [sic] employment were given out weekly. I was repeatedly told by Chief Barnard that the board did not see the work we were doing and could fire us at any point, or that the only reason we still had jobs is because he had our backs and would go to bat for us if he had our trust. He would tell us in our officers’ meetings that whatever was discussed between us had to stay there and if he found out we were talking to anyone we would lose his trust and that he couldn’t have a deputy chief he didn’t trust. These constant veiled threats made me constantly afraid to do anything that chief might take as a lie or betrayal because I could not afford to lose my job.”

176. She also wrote: “Then November came around and Chief Barnard contacted Deputy Chief Flygare and myself informing us that **he needed us to make statements that would show Turner in a negative light, therefore giving Chief the justification for having terminated him**, and that we would sign them. He threatened that if we didn’t get him this information that the district would go under, and I would no longer have a job. After Deputy Chief Flygare sent his in Chief contacted me and was furious, stating that Deputy Chief Flygare didn’t follow his direction and that he had better be careful because he was on thin ice already and that chief would have to handle him. I wrote my statements under extreme direst [sic] and fear for my job. After sending it in 4 separate times and many follow up questions from Chief it was finally accepted. Forcing us to write these statements was done in an attempt to cover up Chief Barnards [sic] and the boards [sic] obvious, and by definition,

discriminatory and inappropriate termination of Captain Turner. I will state clearly, here and now, I am not and never was in agreement with Captain Turners [sic] inappropriate termination and was **threatened to give the documents that were turned in**. I will never have my name or professional reputation attached to discriminatory actions of any employee. **They treated Captain Turner differently** than any other 56-hour, nonexempt public employee.” (bold added).

Flygare and Wright Are Demoted

177. On information and belief, due at least in part to Flygare’s and Wright’s reluctance to cooperate with Barnard’s threats, Flygare and Wright were demoted from their positions as Deputy Chiefs to their current positions as engineers.

Mr. Turner Receives His Right to Sue Letter

178. On August 12, 2024, the EEOC issued a Notice of Mr. Turner’s right to sue.

IV. CLAIMS FOR RELIEF

FIRST CLAIM

Race/Color Discrimination in Violation of Title VII, 42 U.S.C. § 2000e (as to the District)

179. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.

180. Under Title VII of the Civil Rights Act of 1964, it is unlawful to “discharge any individual . . . because of such individual’s race [or] color” 42 U.S.C. § 2000e-2.

181. Mr. Turner is black.

182. Mr. Turner is African-American.

183. Mr. Turner was qualified for the position of Fire Captain.

184. Mr. Turner was subjected to an adverse employment action when Fire Chief Forrest Barnard terminated him on or around May 2, 2023.
185. Mr. Turner was terminated because of his race and color.
186. The District discriminated against Mr. Turner on the basis of his race/color.
187. The District's discriminatory intent is evinced by (1) Polnisch's July 2021 statement that Mr. Turner "did not represent the District;" (2) Polnisch's July 2021 statement that Mr. Turner was an "angry Black man;" (3) the District tolerating an atmosphere that permitted an administrative assistant to repeatedly refer to Mr. Turner as a "nigger;" (4) Polnisch's statement that she "didn't know someone like [Mr. Turner] could be this articulate and educated;" (5) Heaton's and a county employee's statements referring to Mr. Turner as "the colored guy;" (6) Polnisch's April or May of 2023 statement that Mr. Turner "did not represent the district;"; and (7) Barnard's May 1, 2023, statement referring to Mr. Turner as a "nigger."
188. Additionally, the District treated Mr. Turner differently than similarly situated white employees. The District did not follow the Positive Discipline System when it terminated Mr. Turner. Further, according to Holli Wright's letter, Defendants "treated Captain Turner differently than any other 56-hour, nonexempt public employee."
189. The discriminatory conduct caused Mr. Turner damages that he is entitled to recover, including but not limited to lost wages, benefits, and reinstatement or front pay.
190. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.
191. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

SECOND CLAIM

Discrimination in Violation of 42 U.S.C. § 1981 (as to the District; Suzy Polnisch; and Forrest Barnard)

192. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.
193. Section 1981 prohibits racial discrimination in “the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.” 42 U.S.C. § 1981(a), (b).
194. Mr. Turner is entitled to protected status under 42 U.S.C. § 1981 because he is black and African American.
195. Mr. Turner had an employment relationship with the District.
196. Mr. Turner was subjected to an adverse employment action when Fire Chief Forrest Barnard terminated him on or around May 2, 2023.
197. Mr. Turner was terminated because of his race and color.
198. The District’s discriminatory intent is evinced by (1) Polnisch’s July 2021 statement that Mr. Turner “did not represent the District;” (2) Polnisch’s July 2021 statement that Mr. Turner was an “angry Black man;” (3) the District tolerating an atmosphere that permitted an administrative assistant to repeatedly refer to Mr. Turner as a “nigger;” (4) Polnisch’s statement that she “didn’t know someone like [Mr. Turner] could be this articulate and educated;” (5) Heaton’s and a county employee’s statements referring to Mr. Turner as “the colored guy;” (6) Polnisch’s April or May of 2023 statement that Mr. Turner “did not represent the district”; and (7) Barnard’s May 1, 2023 on May 1, 2023, when Barnard referred to Mr. Turner as a “nigger.”
199. Additionally, the District treated Mr. Turner differently than similarly situated white employees. The District did not follow the Positive Discipline System when it terminated Mr.

Turner. Further, according to Holli Wright's letter, Defendants "treated Captain Turner differently than any other 56-hour, nonexempt public employee."

200. The District discriminated against Mr. Turner on the basis of his race/color.
201. The discriminatory conduct caused Mr. Turner damages that he is entitled to recover, including but not limited to lost wages, benefits, and reinstatement or front pay.
202. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.
203. Forrest Barnard acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Forrest Barnard is liable for punitive damages.
204. Suzy Polnisch acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Suzy Polnisch is liable for punitive damages.
205. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

THIRD CLAIM

Violation of the Fourteenth Amendment, [42 U.S.C. § 1983] for Racial/Color Discrimination (as to the District; Suzy Polnisch; and Forrest Barnard)

206. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.
207. The Equal Protection clause of the Fourteenth Amendment mandates that no state deny any person within its jurisdiction the equal protection of the laws.
208. Racial and color discrimination can violate the Fourteenth Amendment right to equal protection of the law and state a cause of action under 42 U.S.C. § 1983.
209. The District, through Fire Chief Forrest Barnard, was acting under color of state law when he terminated Mr. Turner.

210. The District, through Suzy Polnisch (one of the District's board members) was acting under color of state law when she instructed Barnard to terminate Mr. Turner.

211. The District, Forrest Barnard, and Suzy Polnisch denied Mr. Turner equal protection based on race and color when Mr. Turner was terminated because of his race and/or color.

212. The Defendants' discriminatory intent is evinced by (1) Polnisch's July 2021 statement that Mr. Turner "did not represent the District;" (2) Polnisch's July 2021 statement that Mr. Turner was an "angry Black man;" (3) the District tolerating an atmosphere that permitted an administrative assistant to repeatedly refer to Mr. Turner as a "nigger," (4) Polnisch's statement that she "didn't know someone like [Mr. Turner] could be this articulate and educated;" (5) Heaton's and a county employee's statements referring to Mr. Turner as "the colored guy," (6) Polnisch's April or May of 2023 statement that Mr. Turner "did not represent the district"; and (7) Barnard's May 1, 2023 on May 1, 2023, when Barnard referred to Mr. Turner as a "nigger."

213. Additionally, Defendants treated Mr. Turner differently than similarly situated white employees. The District did not follow the Positive Discipline System when it terminated Mr. Turner. Further, according to Holli Wright's letter, Defendants "treated Captain Turner differently than any other 56-hour, nonexempt public employee."

214. Mr. Turner's rights under the equal protection clause of the Fourteenth Amendment were violated when he was terminated on the basis of his race/color.

215. Mr. Turner is black and African American.

216. Mr. Turner had an employment relationship with the District.

217. Mr. Turner was subjected to an adverse employment action when Fire Chief Forrest Barnard terminated him on or around May 2, 2023.

218. Defendants discriminated against Mr. Turner on the basis of his race/color.
219. The constitutional right at issue was clearly established at the time of Defendants' racist actions.
220. The protection afforded by Section 1983 includes relief from discriminatory employment practices of public employers.
221. The discriminatory conduct caused Mr. Turner damages that he is entitled to recover, including but not limited to lost wages, benefits, and reinstatement or front pay.
222. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.
223. Forrest Barnard acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Forrest Barnard is liable for punitive damages.
224. Suzy Polnisch acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Suzy Polnisch is liable for punitive damages.
225. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

FOURTH CLAIM

Violation of the First Amendment [42 U.S.C. § 1983] (as to the District; Suzy Polnisch; Forrest Barnard; and Wade Heaton) (In the Alternative to Race/Color Based Claims)

226. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein. Mr. Turner pleads this count in the alternative to the counts related to race/color.
227. Near the time that both Mr. Turner and Forrest Barnard applied for the position of Fire Chief, Mr. Turner complained that the District was engaging in cronyism by hiring Wade Heaton's hunting guides.

228. On information and belief, when the District interviewed Forrest Barnard for the Fire Chief position, the District had already hired Josh Jennings as District Manager.
229. Josh Jennings worked as one of Wade Heaton's hunting guides.
230. Forrest Barnard worked as one of Wade Heaton's hunting guides.
231. On information and belief, a District firefighter reported to the District's Board that Mr. Turner was accusing the Board of cronyism.
232. Not long after Mr. Turner complained of cronyism, the District terminated him.
233. Mr. Turner's complaints constituted protected speech under the First Amendment because they related to a matter of public concern. Indeed, statements revealing official impropriety involve matters of public concern.
234. Mr. Turner's speech was not made as part of his job responsibilities.
235. Mr. Turner's speech did not disrupt the District's ability to effectively provide public services.
236. Indeed, the District would be able to more effectively provide public services if it did not hire underqualified hunting guides in firefighter leadership roles—hunting guides who are alleged to have been involved in a criminal conspiracy with Wade Heaton.
237. On information and belief, Mr. Turner's protected speech was a motivating factor in the adverse employment action.
238. Defendants violated Mr. Turner's First Amendment rights.
239. It is clearly established that a public employer cannot retaliate against an employee who exercises his First Amendment right to free speech by reporting and/or discussing a public employer's cronyism.

240. Indeed, it is settled that the First Amendment prohibits government officials from subjecting an individual to retaliatory actions for speaking out.

241. Mr. Turner is entitled to recover lost wages, benefits, and reinstatement or front pay.

242. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.

243. Forrest Barnard acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Forrest Barnard is liable for punitive damages.

244. Suzy Polnisch acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Suzy Polnisch is liable for punitive damages.

245. Wade Heaton acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Wade Heaton is liable for punitive damages.

246. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

FIFTH CLAIM

(Harassment in Violation of the Title VII; Section 1981; and 1983) (As to the District)

247. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.

248. Mr. Turner is black and African American. He is a member of a protected class.

249. Mr. Turner was subjected to unwelcome harassment (1) in July 2021 when Polnisch stated that Mr. Turner "did not represent the District;" (2) in July 2021 when Polnisch stated that Mr. Turner was an "angry Black man who did not represent the district;" (3) in or around May of 2022 when an administrative assistant—on multiple occasions—referred to Mr. Turner as a "nigger;" (4) in January or February 2023 when Polnisch stated that she "didn't know someone like [Mr. Turner] could be this articulate and educated;" (5) on April 8, 2023,

when Heaton and a county employee referred to Mr. Turner as “the colored guy;” (6) in April or May 2023 when Polnisch stated that Mr. Turner “did not represent the district”; and (7) on May 1, 2023, when Barnard referred to Mr. Turner as a “nigger.”

250. On information and belief, notwithstanding any denials to the contrary, when Polnisch stated that Mr. Turner “did not represent the District,” this comment was a thinly veiled, racially charged comment stemming from Polnisch’s bigoted views of African Americans and/or blacks.

251. On information and belief, notwithstanding any denials to the contrary, when Polnisch stated that she did not know that someone like Mr. Turner could be articulate and educated, this comment was a thinly veiled, racially charged comment stemming from Polnisch’s bigoted views of African Americans and/or blacks.

252. The harassment that Mr. Turner suffered was due to his race.

253. The harassment that Mr. Turner endured was so severe that it altered a condition of his employment and created an abusive environment.

254. The discriminatory conduct caused Mr. Turner damages that he is entitled to recover, including but not limited to lost wages, benefits, and reinstatement or front pay.

255. Mr. Turner suffered emotional distress, pain, and suffering due to the District’s intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.

256. Mr. Turner is also entitled to recover his attorney’s fees and other costs of this action.

SIXTH CLAIM

(Retaliation in Violation of the Title VII) (As to the District)

257. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.

258. On information and belief, in April of 2023, Mr. Turner engaged in a protected activity when he complained to Travis Flygare that Polnisch subjected him to discrimination when she stated that he did not represent the District and when she stated that she did not know someone like Mr. Turner could be so articulate and educated.

259. On information and belief, notwithstanding any denials to the contrary, Polnisch's comments were thinly veiled, racially charged comments stemming from Polnisch's bigoted views of African Americans and/or blacks.

260. As a result of Mr. Turner's complaints of discrimination, he was terminated.

261. A reasonable employee would have found the challenged action materially adverse.

262. A causal connection existed between the protected activity

263. Mr. Turner is entitled to recover damages for lost wages, benefits, and reinstatement or front pay.

264. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.

265. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.

266. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

SEVENTH CLAIM

(Retaliation in Violation of 42 U.S.C. § 1981) (as to the District; Suzy Polnisch; and Forrest Barnard)

267. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.

268. On information and belief, in April of 2023, Mr. Turner engaged in a protected activity when he complained to Travis Flygare that Polnisch subjected him to discrimination when she stated that he did not represent the District and when she stated that she did not know someone like Mr. Turner could be so articulate and educated.
269. On information and belief, notwithstanding any denials to the contrary, Polnisch's comments were thinly veiled, racially charged comments stemming from Polnisch's bigoted views of African Americans and/or blacks.
270. As a result of Mr. Turner's complaints of discrimination, he was terminated.
271. A reasonable employee would have found the challenged action materially adverse.
272. A causal connection existed between the protected activity
273. Mr. Turner damages is entitled to recover damages for lost wages, benefits, and reinstatement or front pay.
274. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.
275. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.
276. Forrest Barnard acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Forrest Barnard is liable for punitive damages.
277. Suzy Polnisch acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Suzy Polnisch is liable for punitive damages.
278. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

EIGHTH CLAIM

Retaliation in Violation of the Fourteenth Amendment, [42 U.S.C. § 1983] for Racial/Color Discrimination (as to the District; Suzy Polnisch; and Forrest Barnard)

279. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.
280. On information and belief, in April of 2023, Mr. Turner engaged in a protected activity when he complained to Travis Flygare that Polnisch subjected him to discrimination when she stated that he did not represent the District and when she stated that she did not know someone like Mr. Turner could be so articulate and educated.
281. On information and belief, notwithstanding any denials to the contrary, Polnisch's comments were thinly veiled, racially charged comments stemming from Polnisch's bigoted views of African Americans and/or blacks.
282. As a result of Mr. Turner's complaints of discrimination, he was terminated.
283. Barnard was acting under color of state law when he terminated Mr. Turner.
284. Polnisch was acting under color of state law when she instructed Barnard to fire Mr. Turner.
285. It is well-established that an employer cannot retaliate in response to an employee's legitimate complaints of race/color discrimination.
286. A reasonable employee would have found the challenged action materially adverse.
287. A causal connection existed between the protected activity
288. Mr. Turner damages is entitled to recover damages for lost wages, benefits, and reinstatement or front pay.
289. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.

290. Mr. Turner suffered emotional distress, pain, and suffering due to the District's intentional conduct; therefore he is entitled to compensatory damages, in an amount to be proven at trial.

291. Forrest Barnard acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Forrest Barnard is liable for punitive damages.

292. Suzy Polnisch acted with malice or reckless disregard of Mr. Turner's federally protected rights; therefore, Suzy Polnisch is liable for punitive damages.

293. Mr. Turner is also entitled to recover his attorney's fees and other costs of this action.

NINTH CLAIM

Tortious Interference with Economic Relations (as to Polnisch and Heaton)

294. Mr. Turner incorporates and realleges all paragraphs as though fully set forth herein.

295. On information and belief, Patrick Mahler is a friendly acquaintance with Wade Heaton.

296. On information and belief, Patrick Mahler is friends with Polnisch's son.

297. On information and belief, Patrick Mahler sent a video recording to Wade Heaton of the traffic incident that Mahler instigated with Mr. Turner.

298. On information and belief, Wade Heaton sent the video to Polnisch.

299. On information and belief, during this time, Wade Heaton was a powerful political figure in Kane County.

300. On information and belief, Wade Heaton told Polnisch that he was displeased with Turner.

301. On information and belief, in order to appease Heaton and gain Heaton's favor, Polnisch agreed to pressure Chief Rieffer to terminate Turner.

302. On information and belief, after viewing the video, Polnisch told then-Fire Chief Rieffer to terminate Mr. Turner because all she saw on the video was an angry black man.

303. Then-Fire Chief Rieffer declined to terminate Mr. Turner.

304. On information and belief, Polnisch and Heaton remained determined to terminate Mr. Turner.

305. Polnisch was unable to persuade Poulsen to terminate Mr. Turner.

306. On information and belief, Heaton and Polnisch influenced the District's decision to hire Barnard because Barnard worked for Heaton and would do Heaton's bidding.

307. Heaton tortiously interfered with Mr. Turner's then-existing economic relations by exerting influence over Polnisch to terminate Mr. Turner.

308. Heaton tortiously interfered with Mr. Turner's then-existing economic relations by influencing the District to hire Barnard so that Mr. Turner would be terminated.

309. Heaton's interference was improper because it was done for purely personal reasons. On information and belief, Heaton had a friendly relationship with Mahler. On information and belief, this relationship motivated Heaton, at least in part, to retaliate against Mr. Turner.

310. Polnisch's interference was improper because (1) it was motivated by racial animus; (2) it was the chief's responsibility to determine if discipline was necessary for firefighters; and (3) her interference was done for purely personal reasons—to gain political favor with Heaton and to satisfy her personal racial prejudices.

311. Polnisch's and Heaton's improper interference caused injury to Mr. Turner.

312. Polnisch and Heaton acted maliciously and are liable for punitive damages.

313. Mr. Turner is entitled to compensatory damages and punitive damages.

V. **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, requests that the Court enter judgment in his favor and against Defendant and award the following relief:

- A. Back and front pay, and any other pecuniary losses;
- B. Compensatory and consequential damages;
- C. Punitive damages, in substantial, appropriate, and reasonable amounts;
- D. Equitable relief, including reinstatement or front pay;
- E. Injunctive relief;
- F. Pre- and post-judgment interest at the highest lawful rate;
- G. Attorneys' fees and costs of this action, as appropriate; and
- H. Any such further relief as justice allows.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all issues of fact and damages in this action triable of right by a jury.

DATED: September 19, 2024.

Respectfully submitted,

/s/ Nicolas C. Wilde

Nicolas C. Wilde (15768)
Law Office of Nicolas C. Wilde LLC
32 W. 200 S. PMB # 123
Salt Lake City, UT 84101
801-949-3088
nick@ncwildelaw.com

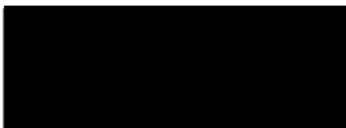
Attorney for Mr. Turner



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Phoenix District Office

3300 N. Central Avenue, Suite 690
Phoenix, AZ 85012-2504
(602) 661-0041
TTY (602) 640-5072
FAX (602) 640-5071

August 12, 2024



Dear Mr. Turner:

This letter is in response to your request for the U.S. Equal Employment Opportunity Commission (EEOC) to conduct a substantial weight review of your charge (35C-2024-00002).

Based on the review of the information provided by both parties during the investigation of your charge by the State, we find the dismissal of your charge by the State was appropriate and consistent with the EEOC's guidance. Further, the review determined that the case was investigated by the State's civil rights agency in accordance with applicable procedures, standards and laws.

We understand that the parties to a charge often have firm views that the available evidence supports their respective position. However, our final actions must comport with our interpretations of the relevant evidence and the laws we enforce. In those situations where an individual disagrees with our final action on a charge, they have the right to pursue the matter in court. The attached EEOC's Notice of Right to Sue explains your right to pursue the matter in court within 90 days of your expected receipt. If you do not file a lawsuit within the statutory 90-day period, your right to sue in the matter will expire, and cannot be restored by the EEOC.

Please note any request you make for a copy of your investigative file must be directed to UALD, whereas they conducted the investigation and are the recordkeeper of the file. That request must be in writing and sent to: Utah Antidiscrimination and Labor Division, 160 East 300 South, 3rd Floor, P.O. Box 146630, Salt Lake City, UT 84114-6630.

Sincerely,

A handwritten signature in cursive script that reads "Robin L. Campbell".

Robin L. Campbell
State, Local & Tribal Program Manager

Enclosure:
EEOC Notice of Right to Sue



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Phoenix District Office
3300 North Central Avenue, Suite 690
Phoenix, AZ 85012
(602) 661-0041
Website: www.eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

(This Notice replaces EEOC FORMS 161, 161-A & 161-B)

Issued On: 8/12/2024

To:



Corey Turner v Cedar Mountain Fire Protection District
EEOC Charge No: 35C-2024-00002

EEOC Representative and email: Robin Campbell
State, Local & Tribal Program Manager
robin.campbell@eeoc.gov

DISMISSAL OF CHARGE

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated your charge.

NOTICE OF YOUR RIGHT TO SUE

This is official notice from the EEOC of the dismissal of your charge and of your right to sue. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice.** Receipt generally occurs on the date that you (or your representative) view this document. You should keep a record of the date you received this notice. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.) Please retain this notice for your records.

On Behalf of the Commission:

A handwritten signature in black ink, appearing to read "m. caraballo".

Melinda Caraballo
District Director

CC:

Anthony Tenney
Lauren I. Scholnick
Strindberg Scholnick Birch Hallam Harstad Thorne
40 South 600 East
Salt Lake City, UT 84102

Kristin A. VanOrman
Matt W. Harrison
Strong & Hanni Law Firm
102 South 200 East, Suite 800
Salt Lake City, UT 84111

**INFORMATION RELATED TO FILING SUIT
UNDER THE LAWS ENFORCED BY THE EEOC**

(This information relates to filing suit in Federal or State court under Federal law. If you also plan to sue claiming violations of State law, please be aware that time limits may be shorter and other provisions of State law may be different than those described below.)

IMPORTANT TIME LIMITS – 90 DAYS TO FILE A LAWSUIT

If you choose to file a lawsuit against the respondent(s) named in the charge of discrimination, you must file a complaint in court **within 90 days of the date you receive this Notice**. Receipt generally means the date when you (or your representative) opened this email or mail. You should **keep a record of the date you received this notice**. Once this 90-day period has passed, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and the record of your receiving it (email or envelope).

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Filing this Notice is not enough. For more information about filing a lawsuit, go to <https://www.eeoc.gov/employees/lawsuit.cfm>.

ATTORNEY REPRESENTATION

For information about locating an attorney to represent you, go to:
<https://www.eeoc.gov/employees/lawsuit.cfm>. In very limited circumstances, a U.S. District Court may appoint an attorney to represent individuals who demonstrate that they are financially unable to afford an attorney.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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Issued On: 8/12/2024

To:



Corey Turner v Cedar Mountain Fire Protection District
EEOC Charge No: 35C-2024-00002

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On Behalf of the Commission:

A handwritten signature in black ink, appearing to read "Melinda Caraballo".

Melinda Caraballo
District Director

CC:

Anthony Tenney
Lauren I. Scholnick
Strindberg Scholnick Birch Hallam Harstad Thorne
40 South 600 East
Salt Lake City, UT 84102

Kristin A. VanOrman
Matt W. Harrison
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102 South 200 East, Suite 800
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UNDER THE LAWS ENFORCED BY THE EEOC**

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For information about locating an attorney to represent you, go to: <https://www.eeoc.gov/employees/lawsuit.cfm>. In very limited circumstances, a U.S. District Court may appoint an attorney to represent individuals who demonstrate that they are financially unable to afford an attorney.