

UNITED STATES DISTRICT COURT  
DISTRICT OF VERMONT

U.S. DISTRICT COURT  
DISTRICT OF VERMONT  
FILED

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BY             
DEPUTY CLERK

Heather Grimm and Christopher Gonyeau,  
*Plaintiffs*

v.

Town of Georgia, Vermont,  
*Defendant*

No.

5:16-cv-186

**Complaint**

This suit challenges the decision of a Vermont municipality to terminate two long-standing firefighters for their refusal to sign a confidentiality policy that operated as a prior restraint against free speech, including prohibited communication with fellow members of the Georgia Fire Department (hereinafter "GFD") and without justifiable cause takes title to all communications on personal computing devices including cell phones.

Termination of Plaintiffs violates their rights to Due Process, free expression and against unreasonable search and seizures. This Complaint seeks redress these employees rights of First Amendment rights of free expression, political participation on issues of public interest, rights to privacy and concerted activity, and security against unlawful search and seizures, as well as Fourteenth Amendment right to procedural due process.

The suit also raises supplemental state claims under Vermont law for violation of a host of common-law and statutory rights as employees of the Town of Georgia. In addition, the Complaint alleges violation of substantive and procedural rights of Plaintiff's under Vermont law for their protected activity.

***Jurisdiction and Venue***

1. This Court has jurisdiction over this dispute by virtue of its authority to hear claims arising under federal law. 28 U.S.C. § 1331.

2. This Court has supplemental jurisdiction over state law claims under 28 U.S.C. § 1367.
3. Venue is proper in this district because all parties are located in, and the violations of law occurred in, Vermont. 28 U.S.C. § 1391(b).

*Parties*

4. Plaintiff Christopher Gonyeau resides in Town of Georgia, County of Franklin and State of Vermont.
5. Plaintiff Heather Grimm resides in the Town of Georgia, County of Franklin and State of Vermont.
6. Defendant Town of Georgia is a Vermont municipal corporation located in Franklin County and State of Vermont.
7. At all relevant times, the Town of Georgia was a person acting under color of state law for purposes of 42 U.S.C. § 1983.

*Facts*

8. All GFD firefighters are part-time employees of the Town of Georgia.
9. Heather Grimm and Christopher Gonyeau (hereinafter "Plaintiffs") were longstanding employees and firefighters for the Town of Georgia.
10. Heather Grimm served for sixteen years as a firefighter and in various roles of responsibility.
11. At all relevant times until termination in March 2016, Mr. Gonyeau and Ms. Grimm were employees of the GFD.
12. At all relevant times, the Town of Georgia Selectboard, Town Administrator Michael McCarthy, and Fire Chief Keith Baker operated with the authority of the Town of

Georgia.

13. Christopher Gonyeau served for twenty-five years as a firefighter and in various roles of responsibility, including Fire Chief and Public Safety Officer.
14. Plaintiffs have a long history of bringing issues of public and worker safety to others in the Georgia Fire Department and to the Town of Georgia Selectboard. This Complaint recounts the history in the previous three years.
15. Mr. Gonyeau joined the GFD in 1991 when he was 16 years old and served continuously for a quarter of a century. He served eight years as Assistant Chief and became Fire Chief in 2008.
16. Among his achievements were a more safety-conscious GFD and an extraordinary new fire station.
17. Ms. Grimm joined the GFD in 1999. She served for 16 years, including as Lieutenant, and as Fire Prevention Officer.
18. In early 2013, Plaintiffs began raising a series of issues of public and firefighter safety before the Town of Georgia Selectboard (“the Selectboard”) and the Town of Georgia Fire Department (“the GFD”).

*Facts*

19. The Town of Georgia has adopted Personnel Rules and Rules of the Georgia Fire Department, pursuant to 24 V.S.A. § 1121(a).
20. In January 2013, Mr. Gonyeau, then chief of the Fire Department, raised a series of concerns with the Selectboard regarding the poor quality of inspection and maintenance of GFD equipment by the Town of Georgia Highway Department.
21. The Town of Georgia Highway Department is responsible for maintenance of GFD trucks.

22. Selectboard member Eric Nye is Road Commissioner, hence in charge of the Town of Georgia Highway Department. He also a member of the GFD.
23. In January 2013, then Fire Chief Gonyeau attended two Selectboard meetings and criticized the adequacy and safety of the maintenance done by the Town Highway Department and requested a certified truck maintenance facility.
24. Selectboard members have historically taken any criticism of areas of responsibility of Selectboard member Eric Nye as a challenge to their authority and treated such criticism as disloyal.
25. Mr. Gonyeau left the meeting to pick up his 5-year-old daughter off the school bus when the Selectboard wanted to discuss other matters unrelated to the GFD. He was subsequently notified that the Selectboard wanted to reprimand him for leaving the meeting.
26. Mr. Gonyeau, believing that the reprimand was not only inappropriate but also motivated by his criticism of the Town's maintenance policies, resigned as Fire Chief on January 31, 2013.
27. Subsequently, the Selectboard appointed new leadership to the GFD.
28. In October 2013, fire truck W2 was involved in accident backing into station without spotter. There was an investigation done and the driver reprimanded for not using a spotter.
29. On or about February 3, 2014, Fire truck E2 was involved in accident on State Route 104A. The tire and the side of the truck were damaged. The driver of the truck of the accident was Selectboard Member Eric Nye. Contrary to GFD protocol, Mr. Nye failed to notify senior officer and left station. Andrew Dunsmore spoke with senior officer and notified Keith that night.

30. At the Fire Department business meeting on or about November 7, 2013, Fire Chief Keith Baker reminded all firefighters to have a spotter while backing up apparatus.
31. On or about November 15, 2013, fire truck E2 was involved in accident pulling into fire station damaging the side compartment doors. An investigation was done.
32. On or about February 27, 2014, the GFD officers discussed the fire truck E2 accident. While Chief Baker felt the issue was resolved, others including Mr. Gonyeau voiced concerns over tire damage that they felt raised a safety issue, as the tire appeared unsafe. Many members voiced to Chris, Scott and Russ that they did not feel safe to ride in E2 with those tires.
33. On or about March 6, 2014, the tires on fire truck E2 were replaced after members of the GFD, including Mr. Gonyeau and Ms. Grimm, had raised questions regarding their safety.
34. On or about March 6, 2014, Mr. Gonyeau and Ms. Grimm raised safety concerns as to using the so-called brush fire truck as the lead truck on the Interstate because of its relatively small size.
35. On or about May 1, 2014, the Selectboard went to an appointment policy for all officers.
36. At multiple meetings of the GFD employees, Mr. Gonyeau and Ms. Grimm were leaders in questioning the safety of the use of the brush truck as the lead truck on the Interstate, as well as the safety of the truck itself. Because it is a small vehicle that was overweight and lacked adequate fire suppression.
37. The raising of these safety concerns raised the ire of the Selectboard, Town Administrator and Chief Baker who treated the safety issues as disloyalty.
38. On or about August 21 and 23, 2014, the GFD had a training on vehicle operations and

staging for fire calls and motor vehicle accidents through Vermont League of Cities and Towns. At that meeting, instructors recommended large apparatus to be used and large apparatus for blockers on the Interstate in case of further collisions.

39. On or about September 4, 2014 and at multiple meetings of the GFD, including an emergency driver training class members voiced, including Mr. Gonyeau and Ms. Grimm as leaders, raised concerns over the brush truck being overweight.
40. On or about February 25, 2015, Mr. Gonyeau, Ms. Grimm met with other GFD firefighters to discuss concerns over potential GFD officer appointments and safety concerns for members at large.
41. On or about March 9, 2015, in retaliation for repeatedly raising legitimate worker and public safety concerns, the Selectboard and Chief Baker removed Mr. Gonyeau an officer and refused to appoint Ms. Grimm as the Safety Officer.
42. March 11, 2015, Mr. Gonyeau and Ms. Grimm met with other GFD firefighters to discuss the retaliation against Mr. Gonyeau and Ms. Grimm, and the other safety concerns.
43. On or about March 19, 2015, Mr. Gonyeau met with Selectboard Member Chris Letourneau, Russ Hardy and Scott Richards to discuss non-reappointment of Mr. Gonyeau and Ms. Grimm.
44. On or about April 2, 2015, eleven members of the GFD signed a petition protesting Mr. Gonyeau's removal. They presented the petition at a meeting of the GFD and sent to Chief Baker and the Selectboard. A motion made and accepted to place Mr. Gonyeau on reserve status.
45. In April or early May 2015, Ms. Grimm met with Chief Baker to discuss GFD issues/concerns, including governance and safety. Chief Baker raised that Ms. Grimm

had asked members of the GFD to sign a petition after calls. Chief Baker instructed Ms. Grimm that it was inappropriate to discuss such matters at the fire station.

46. On or about May 7, 2015, Chief Baker presented a letter from the Selectboard denying discussion of the petition and appointments as a personnel issue.
47. On or about May 22, 2015, fire truck E2 was involved in second accident on Polly Hubbard Road, with Selectboard Member Eric Nye the driver. Leonard DeLage had asked Mr. Nye if he needed a spotter. Mr. Nye declined to use a spotter.
48. On or about June 4, 2015, Chief Baker's father, Malcolm Baker, raised the question of the location of a school bus accident on May 13, 2015 being posted to Facebook by Ms. Grimm from State Police reports. The result of the discussion was the possibility of creating a policy on social media.
49. On or about June 18, 2015, the brush truck B1 was involved in accident killing a dog.
50. On or about June 19, 2015, the brush truck B1 was found by firefighter Andrew Dunsmore not to have adequate brakes.
51. Keith Baker presented a proposed confidentiality policy to the Town Selectboard.
52. On or about August 10, 2015, the Selectboard approved a new GFD confidentiality policy that would be added to published GFD policies and rules when revised, the policy was not revised. The approval by the Town Selectboard specifically stated "This will be added to the Fire Department Policies and Rules when they revise the policy."
53. The Town of Georgia Fire Department Policies and Rules require certain prefatory activities prior to amendment, pursuant to 4.2.21:

The Fire Department Policies and Rules may be re-written and offered as a recommendation to the Selectboard by a sub-committee, if approved to do so by a vote of the Department employees. Said Policies and Rules must remain in compliance with all Town Personnel Policies. Any such revisions are subject to Selectboard approval prior to implementation.

54. The Fire Department Policies and Rules set forth no other provisions for amendment other than as alleged in Paragraph 53 above.
55. As of June 2, 2016, the GFD Policies and Rules had not been revised.
56. Hence, by the statement of the Selectboard itself, Keith Baker did not have the authority of the Selectboard to impose the confidentiality policy absent a revision of the Fire Department Policies and Rules.
57. The so-called "Confidentiality Agreement" is appended hereto as Exhibit A.
58. The so-called "Confidentiality Agreement" states two areas that Plaintiffs found objectionable as infringing on the Constitutional, statutory and common-law rights.
59. Neither Ms. Grimm nor Mr. Gonyeau had any objections to a confidentiality policy. Their objections were to the apparent effort to stop communications among employees, including concerted activity, and their right to go to a public body, as they had, regarding safety issues and other issues.
60. Their first objection is these two sentences from the second paragraph:

"Any written, auditory and/or visual messages communicated by a member that are relative to the Town of Georgia Fire Department in any capacity are the sole property of the Town of Georgia Fire Department. This includes, but is not limited to, any written, auditory, and/or visual messages communicated via or on Department resources or via or on personal devices and/or social media networks."

61. The second is this sentence from the fourth paragraph:

"I also understand that I am not authorized to disclose any information pertaining to Town of Georgia Fire Department matters that I am familiar with or come to know about as a result of my employment with the Town of Georgia without specific



written authorization from the Fire Chief or his/her designee.”

62. At the September 3, 2015, GFD business meeting, Chief Baker presented the new confidentiality policy and said that it would be signed by all department members. Mr. Gonyeau was not at the meeting, and Ms. Grimm had arrived late.
63. The practice at GFD business meetings is to present an issue at a meeting one month, and to discuss the issue at the meeting the following month. Chief Baker indicated that the Selectboard would meet with the GFD in the future, but that meeting never occurred.
64. On or about September 10, 2015, Mr. Gonyeau and Ms. Grimm met with other firefighters to discuss the confidentiality policy matter, and other safety and governance concerns. The group decided to present their concerns to Chief Baker at October 1, 2015 meeting of the GFD.
65. Eight members of the group wrote letters regarding their concerns to present at the October 1<sup>st</sup> business meeting. The idea was for each member to address different concerns.
66. On or about September 30, 2015, Chief Baker sent an email to members “reminding” them to sign agreement by the end of the October 1<sup>st</sup> business meeting.
67. Rules of the Georgia Fire Department as circulated to members require that changes in policy are subject to approval by vote of members of the GFD prior to implementation.
68. Defendant failed to obtain the approval by vote of members of the GFD on the confidentiality policy.
69. Chief Keith Baker has been fire chief of the Town of Georgia fire department for 3 years and a firefighter for 27 ½ years.
70. Chief Baker agrees that he has no right to change a GFD policy.

71. However, Keith Baker had proposed a confidentiality policy that was overbroad, infringed on protected rights and that he himself was not able to explain, and that he agreed was dependent on his own interpretation, which could be changed by him at will.
72. The Fire Department Policies and Rules have not been revised since the August 2015 Selectboard Meeting
73. Further, Keith Baker did not have the authority to revise a policy.
74. Moreover, Keith Baker, agreed that the policy was dependent on his interpretation of the policy, hence claimed that he had a right to, in essence, re-write the policy according to interpretation, even though he could not issue policy.
75. Keith Baker added to the Confidentiality Policy which is captioned "Confidentiality Agreement" the provision for discharge, which reads: "I also understand that failure to sign this Agreement may result in disciplinary action up to and including my dismissal."
76. Chief Baker and the Town of Georgia added the sentence precisely to retaliate against those who might question GFD procedures, specifically Plaintiffs.
77. Chief Baker failed to attend the October 1<sup>st</sup> meeting. In his stead, the highest ranking officer Scott Richards became Acting Chief and chaired the meeting.
78. Under Fire Department Policies and Procedures, section 2.3.1, the Acting Chief has the authority of the Chief.
79. At the October 1<sup>st</sup> meeting, eight employees of the GFD voiced their concerns as set forth in their letters.
80. In addition, several members including Ms. Grimm and Mr. Gonyeau voiced concerns regarding two sentences in the proposed confidentiality policy, exhibit A hereto.
81. In addition, Mr. Gonyeau voiced his concern that it was contrary to labor laws to ban discussion of working conditions and worker organization, with the potential to form a

union.

82. Members, including Mr. Gonyeau and Ms. Grimm voiced concerns about problems with the confidentiality policy, including that the confidentiality agreement prohibited communication among employees of the GFD, including discussion of safety issues, employee organization and concerted activity, operated as a prior restraint upon such communications and took ownership of private property of the employees, namely their cell phones and computers.
83. Unable to address these legitimate concerns of overbreadth, Acting Chief Richards tabled discussion and the requirement to sign the Confidentiality Agreement. He stated that he would discuss with chief and other officers concerns and they would return to discuss with membership at a future meeting.
84. Plaintiffs reasonably relied on the authority of the Acting Fire Chief Richards that they were not obligated to sign the confidentiality policy until their concerns had been discussed and resolved at the monthly GFD business meeting.
85. At the November 5, 2015 business meeting of the GFD, there was no follow up from Chief Baker.
86. From October 1, 2015 until the date of this Complaint, no Town official requested Plaintiffs to sign the confidentiality policy
87. In November 2015, Town officials found that the brush truck known as B1 was overweight by 1600 pounds or more than three-quarters of a ton. The members, including Plaintiffs, questioned returning the extrication equipment to E2.
88. Upon information and belief, on or about November 11, 2015, Town officials met secretly with the Town lawyer to plan action against Plaintiffs and four other firefighters who had been involved in concerted activity and failed to sign the confidentiality policy.

89. Four other firefighters who have not been involved in concerted activity did not sign the confidentiality policy and were not subject to disciplinary action. These four are Fred Grimm, Greg Bechard, Kolby Dunsmore and Tom Bronson.
90. At the December 3, 2015 business meeting of the GFD, again, Chief Baker did not discuss the confidentiality policy.
91. On or about January 10, 2016, the Town sent seven of the ten firefighters who had not signed the confidentiality policy, letters telling them to appear before a disciplinary panel.
92. All seven firefighters sent the letters, had been involved in concerted activity know to the Town. The seventh firefighter Rodney Rushlow resigned from the department instead of appealing.
93. None of the four firefighters who were not sent the letters had been engaged in concerted activity known to the Town.
94. On or about January 17, 2016, GFD firefighter Andrew Dunsmore met with Chief Baker regarding the policy. Chief Baker indicated that anyone would to interpret the policy any way they wanted, no matter how the policy was worded.
95. On or about January 17, 2016, Disciplinary hearings before GFD officials Keith, Jamie (first assistant) and Pat King (Captain) regarding the failure to sign the confidentiality policy. Not all accused were able to go due to prior work and family commitments.
96. Ms. Grimm specifically pointed out at her hearing that there was no obligation to sign the confidentiality policy because Acting Chief Richards had so instructed them at the October 1<sup>st</sup> business meeting of the GFD.
97. On or about February 1, 2016, the Town sent letters to the six firefighters from the Disciplinary Panel stating that the accusation of misconduct was valid and that we

would receive another letter with disciplinary action.

98. The February 4, 2016 business meeting of the GFD was cancelled.

99. On or about February 10, 2016, the Town mailed the six firefighters a letter, under the signature of Town Administrator Michael McCarthy stating in part:

I have been notified by the Fire Chief for the Georgia Fire Department that a panel of officers of the Fire Department has determined that an allegation of misconduct by you is valid and that you failed or refused to execute, by signing and dating, the Town of Georgia Fire Department Confidentiality Agreement, despite being specifically directed, on multiple occasions to do so no later than October 1, 2015. This failure or refusal to comply with a direct order of the Fire Chief not only constitutes a breach of discipline and misconduct, but also insubordination, an attitude which constitutes an unwholesome influence on other employees, the failure to obey a reasonable order (either verbal or written), and/or behavior that evidences your working against the goals of the Fire Department and the Fire Chief, which individually and collectively constitute violations of the Town's Personnel Policy and Rules. Given this circumstance, with the advice and consent of the Fire Chief, I am considering your immediate dismissal from the Georgia Fire Department.

100. The letter advised the six firefighters of a hearing beginning the afternoon of Town Meeting Day, March 1, 2016.

101. At the Town Meeting of March 1, 2016, the six firefighters attempted to present a petition from more than forty percent of the members of the GFD to form a union. The moderator refused to allow them to present the petition.

102. The hearings regarding discipline of the six firefighters were held before Town Administrator Michael McCarthy on March 1<sup>st</sup> and March 2<sup>nd</sup>.

103. Not all of the six firefighters were able to attend due to work commitments.

104. Town Administrator Michael McCarthy refused to consolidate the hearings, refused to identify the Town Attorney, and generally tried to make the representation of the six firefighters time-consuming and inconvenient for the undersigned Burlington lawyer.

105. At the hearing, Town Administrator Michael McCarthy refused to allow Chief Baker to testify and refused to testify himself.
106. On or about March 8, 2016, Town Administrator Michael McCarthy sent letters to all six firefighters dismissing them.
107. On or about March 11, 2016, the six firefighters returned their equipment to the Town of Georgia.
108. Pursuant to the Town of Georgia policies, the six firefighters appealed their dismissals.
109. Under Vermont law, the Town of Georgia must hold a hearing before an impartial body.
110. The Town of Georgia failed to set a hearing before an impartial body, but instead set the hearing before the Town of Georgia Selectboard, which was not impartial because it resented the First Amendment and protected concerted activity of Plaintiffs and the other four dismissed firefighters and was plotting to dispense with at least the leaders of that activity, the Plaintiffs.
111. The Selectboard conducted hearings on the dismissal of the six firefighters on the evenings of March 29, April 7, 12 and 26, and May 16, 2016.
112. Plaintiffs repeatedly objected to the obvious bias of the Selectboard members and asked for a new hearing officer or panel.
113. As if proof that this matter and earlier First Amendment activities are of public import, the hearings were attended by numerous residents of Georgia, both supporters and critics of Plaintiffs, so much so that the hearings were moved to a largest room on Town property.
114. While one Selectboard member, Chris Letourneau, ultimately recused himself

due to bias, the other Selectboard members should also have recused themselves for bias, as the entire Selectboard was biased and was the architect of the process with the specific intent to terminate the Plaintiffs, who were the leaders of the concerted and protected activity including speech protected by the First Amendment.

115. On June 2, 2016, the Selectboard issued a final decision affirming the termination of Plaintiffs, and suspending the other four firefighters who were disciplined.

116. The decision pointed to the “leadership” of Plaintiffs as a reason to terminate them.

117. The action of the Selectboard on June was the final act of a governmental body involving Plaintiffs.

### *Causes of Action*

#### **Count 1: Violation of the First Amendment to the United States Constitution**

118. Each and every allegation 1 through 117 is realleged herein.

119. The Confidentiality Agreement, as written and as applied, violates Plaintiffs’ right to Free Speech and against Prior Restraint of Free Speech in violation of the First Amendment of the United States Constitution.

120. The restrictions include a prior restraint on issues of concerted activities and issues of public concern including public safety and governmental efficiency, and to oppose efforts to impose a prior restraint through a policy that severely restricts communication and purports to take ownership of all communications regarding Georgia Fire Department matters (GFD).

#### **Count 2: Violation of the Fourth Amendment to the United States Constitution**

121. Each and every allegation 1 through 117 is realleged herein.

122. The Town of Georgia's claiming of a right to take a property interest in the personal property including cell phones and computers of the Plaintiffs violates the Fourth Amendment of the United States Constitution against unreasonable searches and seizures.

123. Plaintiffs do not have to surrender title to their personal cell phone and computer information, which is protected personal property, absent reasonable cause and a valid investigation as to misconduct, exigent circumstances or a search warrant, none of which exist here.

**Count 3: Violation of Due Process Clause of the Fourteenth Amendment  
to the United States Constitution**

124. The Town of Georgia's claiming of a right to take a property interest in the personal property including cell phones and computers of the Plaintiffs violates the Fourth Amendment of the United States Constitution against unreasonable searches and seizures and violation of First Amendment Rights.

125. The restrictions include a prior restraint on issues of concerted activities and issues of public concern including public safety and governmental efficiency, and to oppose efforts to impose a prior restraint through a policy that severely restricts communication and purports to take ownership of all communications regarding Georgia Fire Department matters (GFD).

126. The procedures used by the Town of Georgia to terminate Plaintiffs violate their procedural Due Process Rights.

**Count 4: Violation of the Vermont Constitution**

127. The Town of Georgia's claiming of a right to prohibit protected speech and take a property interest in the personal property including cell phones and computers of the



Plaintiffs violates Vermont Constitution.

128. The Town of Georgia terminating of Plaintiffs because of their “leadership” in organizing employees of the GFD violates their rights under the Vermont Constitution, specifically including Ch. 1, Article 6th. Officers servants of the people, Ch. 1, Article 13<sup>th</sup>, Freedom of speech and of the press, Ch. 1, Article 20th. Right to assemble, instruct and petition, Ch. II, § 71. Declaration of rights not to be violated.

**Count 5: Appeal of Final Government Action under V.R.C.P. 74 or 75**

129. The action of the Town of Georgia in dismissing Plaintiffs is reviewable under V.R.C.P. 74 or 75 as a final action of State government.

130. The Town of Georgia violated Plaintiffs’ rights under Vermont statutory, common law and the Vermont Constitution.

131. The Town of Georgia failed to show that Plaintiffs violated any order, as Chief Baker’s order was rescinded when Acting Chief Scott Richards tabled the obligation to sign the confidentiality policy at the October 1<sup>st</sup> meeting.

**Count 6: Violation of Employee Rights to Raise Issues Involving Worker Safety**

132. Plaintiffs have a right to raise issues involving worker safety under 21 V.S.A. §§ 231 & 232.

133. Defendant Town targeted Plaintiffs because of their leadership role in raising reasonable questions regarding the safety of policies, procedures and equipment used by the GFD.

**Count 7: Violation of Employee Rights to Good Faith and Fair Dealing**

134. Defendant Town’s confidentiality policy violates public policy for employment in the State of Vermont.

**Count 8: Violation of Employee Rights to Good Faith and Fair Dealing**

135. Defendant Town enacted, published and circulated GFD Policies and Procedures with the only provision for amendment giving the employees of the GFD the right to vote on any changes.
136. Defendant Town then changed the GFD Policies and Procedures without a scheduling a vote by the employees of the GFD, and then terminated Plaintiffs for refusing because of their leadership role in raising reasonable questions regarding the safety of policies, procedures and equipment used by the GFD.
137. The foregoing actions violated the implied covenant of good faith and fair dealing.

*Request for Relief*

Therefore, Plaintiffs ask this court to order as follows:

- (a) Declare that Defendant Town of Georgia has violated their First, Fourth and Fourteenth Amendment rights;
- (b) Declare that the termination of Plaintiffs is a nullity, and issue an injunction requiring Defendant Town of Georgia to continue to reemploy them;
- (c) Enjoin Defendant Town of Georgia from continuing to demand employees surrender their Constitutional rights as a condition of employment;
- (d) Award Plaintiffs damages for the violations of their federal constitutional rights, their statutory rights under Vermont law, and their common law rights under Vermont law as well as lost wages and benefits;
- (e) Order the defendant to reimburse them their reasonable costs and attorney's fees as provided by 42 U.S.C. § 1988(b) and 21 V.S.A. § 232, and
- (f) Order such further relief as the court deems necessary.

**Plaintiffs demand a jury trial on all issues so triable,  
including on any disputed issues of material fact.**

HEATHER GRIMM  
CHRISTOPHER GONYEAU



Dated: June 30, 2016

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Exhibit A: Town of Georgia "Confidentiality Agreement"