

PAUL W. DAUGHARTY
DAUGHARTY LAW GROUP
Attorney at Law
505 E. Front Avenue, Suite 301
Coeur d'Alene, ID 83814
Telephone No.: (208) 664-3799
Facsimile No.: (208) 758-0851
E-Mail: paul@pdaughartylaw.com
ISB#4520

Attorney for Jessie A. Morrow

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

JESSIE A. MORROW,

Plaintiff,

v.

KOOTENAI COUNTY FIRE & RESCUE, a political subdivision of the State of Idaho; PAM HOUSER, ANDY BOYLE, JOE DOELLEFELD, PAUL R. WAGNER and MICHAEL HUNT, acting under color of law in their official capacities as members of the Board of Commissioners of KOOTENAI COUNTY FIRE & RESCUE; CHRISTOPHER E. WAY, acting in his official capacity under color of law as Fire Chief of KOOTENAI COUNTY FIRE & RESCUE; DAN RYAN, acting in his official capacity under color of law as Deputy Chief of KOOTENAI COUNTY FIRE & RESCUE; and RICK CLUTTER, acting in his official capacity under color of law as Deputy Chief of KOOTENAI COUNTY FIRE & RESCUE,

Defendants.

CASE NO.

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, JESSIE A. MORROW, by and through her attorney Paul W.

Daugharty of the DAUGHARTY LAW GROUP, and hereby allege as follows:

COMPLAINT AND DEMAND FOR JURY TRIAL

Page - 1

I. Jurisdiction and Venue

1. This action arises under federal law, particularly Section 1983 of Title 42 of the United States Code; the Age Discrimination in Employment Act of 1967 (ADEA), as amended, Title 29 of the United States Code, Section 621 *et. seq.*, Title 42 of the United States Code, Section 2000e *et. seq.*, and Title VII of the Civil Rights Act of 1964, as amended.

2. Additional claims arise under Idaho Human Rights Act, Idaho Code §67-5901 *et. seq.*, and other state statutes.

3. This Court has jurisdiction over this cause of action under provisions of Title 29 of the United States Code, Section 621; Title 28 of the United States Code, Sections 1331 and 1343(a); and Title 28 of the United States Code, Section 1367. Damages claimed exceed the minimum jurisdictional amount necessary to file a civil suit in the United States District Court for the District of Idaho.

4. Venue is proper pursuant to Title 28 of the United States Code, Section 1391(b).

5. Plaintiff, JESSIE A. MORROW requests that the Court invoke ancillary-pendent jurisdiction to adjudicate all state law claims pursuant to Title 28 of the United States Code, Section 1367.

II. Description of the Parties

6. At all times material hereto Plaintiff, JESSIE A. MORROW, (“Morrow”) was an individual resident of the State of Idaho. At all times material hereto, Morrow was the Division Chief of Administration for Kootenai County Fire & Rescue.

7. At all times material hereto, Defendant, KOOTENAI COUNTY FIRE & RESCUE (“KCFR”) was a Fire Protection District organized and existing pursuant to Title 31, Chapter 14 of the Idaho Code. At all times material hereto, KCFR was and remains a body politic, municipal

corporation and/or political subdivision of the State of Idaho created and existing under the laws of the State of Idaho. Among its powers is the power to sue and be sued.

8. At all times material hereto, Defendants, PAM HOUSER, ANDY BOYLE, JOE DOELLEFELD, PAUL R. WAGNER and MICHAEL HUNT were the elected members of the Board of Commissioners (“KCFR-BOC”) of KCFR who pursuant to Idaho Code §31-1417 have the discretionary powers to manage and conduct the business and affairs of the KCFR. At all times material hereto, the KCFR-BOC acted under color of law as members of the KCFR-BOC.

9. At all times material hereto, Defendant, CHRISTOPHER E. WAY (“Chief Way”) was and remains the Fire Chief of KCFR. At all times material hereto, Way acted under the color of law as Fire Chief.

10. At all times material hereto, Defendant, DAN RYAN (“Deputy Chief Ryan”) was and remains the Deputy Chief of KCFR. At all times material hereto, Ryan acted under the color of law as Fire Chief.

11. At all times material hereto, Defendant, RICK CLUTTER (“Deputy Chief Clutter”) was and remains the Deputy Chief of KCFR. At all times material hereto, Clutter acted under the color of law as Fire Chief.

III. General Allegations

12. Morrow was hired by KCFR in 2007.

13. On or about April 30, 2020, Chief Way was offered his position as Kootenai County Fire & Rescue’s Fire Chief with an official start date of May 18, 2020. Morrow was Division Chief of Administration for KCFR at the time of Chief Way’s employment.

14. Shortly after Chief Way was hired, he stated he wanted to meet with every

employee KCFR to ask them four questions. Chief Way met with all other Division Chiefs almost immediately or shortly after he was hired with Morrow being the exception. At all times material hereto all other Division Chiefs of KCFR were male.

15. On or about August 19, 2020, Chief Way finally met with Morrow. During the time, there were several lunch meetings between Chief Way and other Division Chiefs where Morrow was specifically excluded. In fact, Morrow was not invited to attend any of lunch meetings that occurred between Chief Way and other Division Chiefs of KCFR.

16. Following Chief Way's employment with KCFR, Morrow was repeatedly excluded from meetings between Chief Way and the other male Division Chiefs. During this time, there was a pervasive attitude exhibited by Chief Way and the other male Division Chiefs that Morrow, as the only female Chief, was not welcome.

17. On or about July 14, 2020, a letter from International Association Fire Fighters Local 2856 ("Local 2856") was sent to the printer of an HR Generalist employed by KCFR. Local 2856 represents fire fighters and officers of KCFR. This letter was identified as a "succession plan letter."

18. In this "succession plan letter" Local 2856 stated the union would like to retitle Morrow's position from Division Chief of Administration to Director of Administration. Morrow was the only Division Chief affected by Local 2856's proposed change. All other male Division Chiefs would be retitled Assistant Chiefs.

19. The "succession plan letter" was discussed by and between Local 2856 Executive Board Members and Chief Way, Deputy Chief Dan Ryan ("Deputy Chief Ryan") and Deputy Chief Rick Clutter ("Deputy Chief Clutter").

20. The "succession plan letter" was also given to and discussed with Commissioner

Joe Doellefeld and Commissioner Michael Hunt on or about July 13, 2020. This occurred after the public negotiation on medical insurance benefits for the members of Local 2856. Local 2856 Executive Board Members and Chief Way and Deputy Chief Clutter participated in this discussion.

21. On or about August 3, 2020, Deputy Chief Ryan advised Morrow about committee and meeting restructuring that Chief Way, Deputy Chief Ryan and Deputy Chief Clutter had agreed to. Morrow would no longer attend command and general staff meetings as previously attended as Division Chief of Administration. The only Division Chief affected by this action was Morrow.

22. Morrow was advised by Deputy Chief Ryan that Morrow would need to provide Deputy Chief Ryan with any information or request Morrow needed to provide or make in her capacity as Division Chief of Administration. Additionally, Morrow was restricted from attending KCEMSS JPB meeting which Morrow had previously attended in her capacity as Division Chief of Administration. The KCEMSS JPB meeting is a public meeting and heavily attended by KCFR staff.

23. On or about August 5, 2020, a special meeting was conducted and Local 2856 requested to open several articles in their current Collective Bargaining Agreement (“CBA”). The KCFR-BOC directed that a workshop be scheduled to discuss whether opening the CBA at this time was viable and which articles, if any should be opened. Morrow was the Division Chief of Administration but was excluded as a committee member or from the workshop.

24. On or about August 11, 2020, Morrow learned that Article 10 of the CBA had been opened. Morrow spoke to Deputy Chief Ryan regarding the opening of Article 10 of the CBA and revising it with a Memorandum of Understanding (“MOU”) at the workshop. Morrow in her capacity as Division Chief of Administration explained to Deputy Chief Ryan that Idaho law Code

74-206A required that any negotiations between Local 2856 and KCFR must be done in open session with the proper notice, meeting minutes and copies made of all documents presented from both sides. Deputy Chief Ryan advised Morrow that her and Chief Way had discussed the process followed KCFR's attorney and that KCFR's attorney approved the process. Morrow in the capacity as Division Chief of Administration sent an email to KCFR's attorney expressing Morrow's concerns about the process followed by the KCFR-BOC, Chief Way and Deputy Chief Ryan. KCFR's attorney responded that she had not previously seen the MOU, but that she felt the MOU was just a clarification of Article 10 of the CBA and not a formal bargaining process. However, KCFR's attorney also indicated there should be full disclosure of what lead up to the drafting of the MOU and a full discussion of the terms of the MOU as clarification of Article 10 and an opportunity for anyone at the meeting to comment, if they wish.

25. On or about August 25, 2020, Morrow sent an email to Chief Way, Deputy Chief Ryan and Deputy Chief Clutter with a courtesy copy to KCFR's HR Generalist stating the need to review the Member Handbook to address and/or change a couple areas Morrow was concerned about. Morrow pointed out to Chief Way, Deputy Chief Ryan and Deputy Chief Clutter that Policy 4-3: B-2 Employment of Relatives was currently not being complied with. Chief Way and Deputy Chief Ryan and Deputy Chief Clutter refused to address this concern.

26. During the week of August 24, 2020, Morrow in her capacity as Division Chief of Administration met with KCFR's HR Generalist for the regularly scheduled annual Member Handbook review. Morrow was advised that KCFR's HR Generalist did not believe there would be as many FMLA issues if KCFR changed KCFR's FMLA Policy 9-12:D (2). This policy required the use of vacation benefits prior to sick benefits to require the use of sick benefit prior to use of vacation benefit and contradicted KCFR's sick leave use policy.

27. On or about September 1, 2020, Morrow in her capacity as Division Chief of Administration requested to meet with the KCFR-BOC in Executive Session on September 21, 2020, to discuss the benefits of reversing KCFR's FMLA Policy 9-12: D (2) for the two employees (firefighter and KCFR's HR Generalist) with the understanding that the policy would be reviewed during our annual review. The KCFR-BOC approved this request.

28. On or about September 21, 2020, Chief Way signed a letter in which Division Chief of Administration Morrow was identified as Director Morrow.

29. On or about September 22, 2020, Morrow in her capacity as Division Chief of Administration contacted the firefighter and informed him that pursuant to the action taken by the KCFR-BOC the firefighter's FMLA would be retroactive, and he would be able to accrue his benefit while using his sick leave. Morrow also informed KCFR's HR Generalist of the decision of the KCFR-BOC.

30. On or about September 22, 2020, Chief Way contacted Deputy Chief Ryan by phone and notified Deputy Chief Ryan that Chief Way had been contacted by Local 2856 regarding the use of FMLA for both individuals. On or about September 23, 2020, after learning about the conversation between Chief Way and Deputy Chief Ryan, Morrow spoke with Local 2856 President Pete Holley (who was present at KCFR headquarters) and suggested a joint meeting with Chief Way, Deputy Chief Ryan, Deputy Chief Clutter, Local 2856 Executive Board and Morrow in her capacity as Division Chief of Administration to resolve the confusion and misunderstanding about the KCFR-BOC decision regarding FMLA for the firefighter and KCFR's HR Generalist. Local 2856 President Pete Holley agreed to the meeting.

31. On or about September 24, 2020, Morrow accompanied and road with Deputy Chief Ryan to the KCFR shop. Morrow informed Deputy Chief Ryan of her conversation with

Local 3856 President Holley and agreement to meet and discuss the FMLA decision. Deputy Chief Ryan agreed. Following this conversation and at approximately 1:45 p.m., on September 24, 2020, Morrow received a letter from Chief Way along with a letter from Local 2856 to Chief Way. The letter from Chief Way effectively stripped Morrow of her duties and ability to perform her duties as Division Chief of Administration for KCFR.

32. On or about September 28, 2020, Morrow wrote to the U.S. Department of Labor requesting an opinion letter concerning the FMLA issue.

33. On or about September 29, 2020, Morrow in her capacity as Division Chief of Administration responded by letter to Deputy Chief Ryan. This was done in response to the letters delivered by Chief Way and referenced in Paragraph 31 of this Complaint. In this letter, which was hand delivered to Deputy Chief Ryan, Morrow stated in pertinent part:

“September 29, 2020

Deputy Chief Dan Ryan
Kootenai County Fire & Rescue 1
590 E. Seltice Way Post Falls, ID 83854

Deputy Chief Ryan,

I am writing to address both letters handed to me by you and Chief Way on Thursday, September 24, 2020.

In regards to the Local 2856 letter addressed to Chief Way stating I inappropriately applied FMLA to one of their members and to another District employee: My actions are not a direct conflict of our District Policy. In fact, KCFR is in violation of FMLA Code of Federal Regulation (CFR) SS25.300, 5825.707, 5825.207 and Opinion Letters FMLA2019-1-A and FMLA2019-3-A which are all admissible in a court of law.

I do not disregard policy; in fact, I take policy very seriously. My interpretation of policy has never been meant to intimidate anyone but simply to follow policy. In this case I asked the Board of Fire Commissioners (BOFC) to make an exception for two employees regarding their benefit usage and modify Policy 9-I2: D(2) for utilization of their sick benefit prior to use of their vacation benefit.

In regards to Chief Way's letter; neither of you have left me with a fair resolution pathway. With you, Chief Way, and Deputy Chief Clutter handling the investigation and complying with the Local 2856's demands against me have left me in an unfathomable situation. Allowing me no communication with the Local 2856 membership (with the exception of Pete Holley) and no communication with H.R. Generalist Nipp has tied my hands so I cannot effectively do my job. In addition: the way you have communicated with the employees of this District on my behalf is humiliating, offensive and has created a hostile work environment.

Sincerely,

Jessi Morrow

Division Chief of Administration
Kootenai County Fire & Rescue”

34. On or about October 8, 2020, Morrow was informed by Chief Way and Deputy Chief Clutter that they had taken her letter seriously and were requesting an “outside, independent investigation.” At this meeting Morrow asked if the “outside, independent investigation” would be about both the FMLA issue raised by Local 2856 after the action taken by the KCFR-BOC and her letter of September 29, 2020. Chief Way replied it was only about her letter and that the FMLA issue had already been investigated and she would get a copy of the report after the “outside, independent investigation” was complete. Morrow never received a copy of the FMLA investigation report even though requested and told it would be provided to her. The “outside, independent investigation” was a sham investigation and conducted by a law firm chosen by KCFR’s attorney that, upon information and belief, routinely represents municipalities and political subdivisions such as KCFR. The investigator’s letter to KCFR’s attorney makes clear that the investigation was an improper investigation of Morrow and intended to be used by KCFR to take disparate action against Morrow about her concerns raised with the FMLA issue, KCFR’s policies and the hostile work environment she was experiencing at KCFR.

35. On or about October 22, 2020, Morrow noticed that she was the only Division Chief

excluded from the calendar invite for the KCFR's annual Officer Training.

36. On or about November 2, 2020, Morrow received a letter from Chief Way notifying her that she was being placed on administrative leave and further stating that "pursuant to my authority found in Chapter 12 of the Member Handbook I intend to terminate your employment with Kootenai County Fire and Rescue effective November 30, 2020. On or about December 2, 2020, Morrow received a final termination letter.

37. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) by their actions have discriminated against Morrow due to her age and sex and retaliated against Morrow in violation of Section 1983 of Title 42 of the United States Code; the Age Discrimination in Employment Act of 1967 (ADEA), as amended, Title 29 of the United States Code, Section 621 *et. seq.*, Title VII of the Civil Rights Act of 1964, as amended, and have denied Morrow's rights to due process and equal protection under the Fourteenth Amendment to the Constitution of the United States and Art. I. §13 of the Constitution of the State of Idaho.

38. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) by their actions have discriminated and retaliated against Morrow due to concerns raised about policies and procedures applied to employees of KCFR that Morrow deemed and reasonably believed to establish violations of the law, rules or regulation; established a pattern of gross mismanagement and/or waste and/or abuse of taxpayer funds; and/or was an abuse of authority in violation of Idaho Code §6-2101 *et. seq.*, Idaho Protection of Public Employees Act, the Idaho Human Rights Act, Idaho Code §67-5901 *et. seq.*, and other state statutes.

39. KCFR, its agents, employees, and/or representatives (including members of the

KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) by their actions have intentionally and maliciously made false, defamatory, and slanderous statements about Morrow's character and fitness to perform her duties. The action taken by KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) were intended to damage Morrow's professional reputation and otherwise restrict her ability to advance her professional career. When KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) made said statements they knew them to be false and/or made the statements with reckless disregard of the truth with the intent to injure Morrow's character, integrity, good name and standing in the community. As a result, Morrow's professional reputation has been irreparably harmed and she has incurred substantial financial hardship.

Count One
Gender Discrimination in Violation of 42 U.S.C. § 2000e Et. Seq.

40. Morrow re-alleges and incorporates Paragraphs 1 through 39 as if fully set forth herein.

41. Morrow was subjected to discrimination and harassing action by Defendants based on her sex.

42. Morrow was also subjected to disparate treatment based on her sex.

43. According to 42 U.S.C. § 2000e *et. seq.*, it is an unlawful employment practice for an employer to discharge any individual or otherwise discriminate against any individual with respect to their compensation, terms, conditions or privileges of employment because of the individual's sex or to limit, segregate, or classify an individual which would in any way deprive or tend to deprive them of employment opportunities or otherwise adversely affect their status as

an employee because of the individual's sex.

44. Defendants knew, or should have known, of Defendants' discriminatory, harassing and sex disparate treatment suffered by Morrow and creation of a hostile work environment but did not institute corrective action.

45. Defendants' failure to act and/or actions was done with malice or reckless indifference to Morrow's federally protected rights.

46. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Two
Wrongful Discharge in Violation of 42 U.S.C. § 2000e Et. Seq

47. Morrow re-alleges and incorporates Paragraphs 1 through 46 as if fully set forth herein.

48. Morrow was wrongfully discharged due to her sex.

49. Defendants' failure to correct this situation was done with malice or reckless indifference to Morrow's federally protected rights.

50. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee

benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Three
Age Discrimination in Violation of 29 U.S.C. § 621 Et. Seq.

51. Morrow re-alleges and incorporates Paragraphs 1 through 50 as if fully set forth herein.

52. Morrow was subjected to discrimination and harassing action by Defendants based on her age.

53. Morrow was also subjected to disparate treatment based on her age.

54. According to the Age Discrimination in Employment Act of 1967 (ADEA), as amended, Title 29 of the United States Code, Section 621 *et. seq.*, it is an unlawful employment practice for an employer to discharge any individual or otherwise discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment because of the individual's age.

55. Defendants knew, or should have known, of Defendants' discriminatory, harassing and age disparate treatment suffered by Morrow but did not institute corrective action.

56. Defendants' failure to act and/or actions was done with malice or reckless indifference to Morrow's federally protected rights.

57. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits,

out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Four
Wrongful Discharge in Violation of 29 U.S.C. § 621 Et. Seq

58. Morrow re-alleges and incorporates Paragraphs 1 through 57 as if fully set forth herein.

59. Morrow was wrongfully discharged due to her age.

60. Defendants' failure to correct this situation was done with malice or reckless indifference to Morrow's federally protected rights.

61. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Five
Discrimination in Violation of Idaho Code § 67-5901 Et. Seq.

62. Morrow re-alleges and incorporates Paragraphs 1 through 61 as if fully set forth herein.

63. Because of this age discrimination and discrimination based upon her sex, Morrow's employment was terminated, and Morrow suffered other damages in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual

activities and loss of reputation.

Count Six
Wrongful Discharge in Violation of Idaho Code § 67-5901 Et. Seq

64. Morrow re-alleges and incorporates Paragraphs 1 through 63 as if fully set forth herein.

65. The allegations previously incorporated constitute wrongful discharge in violation of the laws of the State of Idaho.

66. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Seven
Violation of 42 U.S.C. §1983

67. Morrow re-alleges and incorporates Paragraphs 1 through 66 as if fully set forth herein.

68. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) actions constitute state conduct for the purposes of causes of action arising under the Constitutions of the United States and of the State of Idaho.

69. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) by their actions have denied Morrow her rights under the Constitutions of the United States and of the State of Idaho

and have denied Morrow the equal protection of laws in violation of the equal protection clause and the protections afforded by the Fourteenth Amendments to the United States Constitution resulting in damage and injury to Morrow.

70. The alleged conduct of KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) constitutes violations of Section 1983 of Title 42 of the United States Code, entitling Morrow to injunctive and declaratory relief and to monetary damages for redress.

71. The alleged conduct of KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) was malicious, irrational, arbitrary and/or capricious.

72. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Eight
Denial of Substantive Due Process Under the Constitutions
of the United States and State of Idaho

73. Morrow re-alleges and incorporates Paragraphs 1 through 72 as if fully set forth herein.

74. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) actions constitute state conduct for the purposes of causes of action arising under the Constitutions of the United States

and of the State of Idaho.

75. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) have denied Morrow her rights under the Fourteenth Amendment to the Constitution of the United States and Art. I. §13 of the Constitution of the State of Idaho and deprived Morrow of a constitutionally protected interest.

76. The alleged conduct of KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) was malicious, irrational, arbitrary and/or capricious and was an unreasonable and impermissible infringement of Morrow's rights under the due process clauses of the Constitutions of the United States and State of Idaho. This deprivation was subjected and/or caused to be subjected by persons acting under color of state law.

77. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Nine
Denial of Equal Protection
Under the Constitutions of the United States and State of Idaho

78. Morrow re-alleges and incorporates Paragraphs 1 through 77 as if fully set forth herein.

79. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) have employed a gross

abuse of power, unfair practices and procedures, and gross disparate treatment in KCFR's personnel system and in their treatment of Morrow in violation of the Equal Protection Clause of the Fourteenth Amendment of the Constitutions of the United States and Art. I. §13 of the Constitution of the State of Idaho.

80. Defendants discriminated against Morrow based upon her age and sex in violation of the Fourteenth Amendment's equal protection clause because the age and sex classification has no rational relationship to a legitimate state interest.

81. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Ten
Wrongful Termination in Violation of Idaho Code § 6-2101 Et. Seq

82. Morrow re-alleges and incorporates Paragraphs 1 through 81 as if fully set forth herein.

83. The allegations previously incorporated constitute wrongful discharge in violation of the laws of the State of Idaho.

84. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee

benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Eleven
Negligence Per Se

85. Morrow re-alleges and incorporates Paragraphs 1 through 84 as if fully set forth herein.

86. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) had statutory duties to prevent and/or correct discrimination against Morrow on the basis of age and sex and to prevent and/or correct the violations of state and federal law alleged in this Complaint.

87. Defendants knew, or should have known, of Defendants' discriminatory, harassing and disparate treatment suffered by Morrow but did not institute corrective action.

88. Defendants have breached their statutory duties which is a violation of both federal and state law.

89. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Twelve
Intentional Infliction of Emotional Distress

90. Morrow re-alleges and incorporates Paragraphs 1 through 89 as if fully set forth herein.

91. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) treatment of Morrow was intentional, reckless, extreme, outrageous and unreasonable.

92. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) extreme and outrageous conduct proximately caused Morrow to suffer damages and emotional harm.

93. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow's emotional harm was severe in that she suffered severe emotional distress, mental anguish, indignation, wounded pride, shame, and despair. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Thirteen
Negligent Hiring, Training and/or Supervision

94. Morrow re-alleges and incorporates Paragraphs 1 through 93 as if fully set forth herein.

95. KCFR and the KCFR-BOC had a duty to properly screen, hire, train and supervise its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) in the conduct of their respective jobs and duties.

96. Defendants knew, or should have known, of the actions that violated federal and state law as alleged in this Complaint. Defendants had a duty to properly screen, hire, train and

supervise its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) to prevent such illegal conduct. Defendants failed to adequately train and supervise employees and/or representatives on how to ensure that the property and liberty interests of Morrow were not violated. This failure was due to KCFR's and KCFR-BOC's policy of deliberate indifference in protecting the constitutional rights of Morrow.

97. Defendants breached their duty in failing to take any corrective action and have proximately caused Morrow to suffer damages.

98. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Count Fourteen
Breach of the Covenant of Good Faith and Fair Dealing

99. Morrow re-alleges and incorporates Paragraphs 1 through 98 as if fully set forth herein.

100. Implied in all contracts is the covenant of good faith and fair dealing.

101. The conduct of Defendants previously incorporated constitutes a breach of the covenant of good faith and fair dealing and has proximately caused Morrow to suffer damages. Morrow's damages are in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay,

front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

**Count Fifteen
Defamation**

102. Morrow re-alleges and incorporates Paragraphs 1 through 101 as if fully set forth herein.

103. KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) made intentionally and maliciously false and defamatory statements about Morrow and Morrow's conduct while working for KCFR. These statements were intended to cause injury to Morrow's good name and reputation.

104. The statements made by KCFR, its agents, employees, and/or representatives (including members of the KCFR-BOC, Chief Way, Deputy Chief Ryan, and Deputy Chief Clutter) were and are false. Furthermore, the statements were made with knowledge they were false or with reckless disregard of the truth with the intent to injure Morrow's character, integrity, good name and standing in the community and did cause Morrow injury to her reputation.

105. As a direct and proximate result of the actions or omissions of Defendants as alleged herein Morrow has been damaged in an amount to be proven at trial in excess of the minimum jurisdictional limits of the District Court. Morrow has suffered damages, including but not otherwise limited to, past and future back pay, front pay, emotional distress, loss of employee benefit package attendant to her position of employment, including health and retirement benefits, out of pocket costs, attorney's fees and cost, loss of usual activities and loss of reputation.

Jury Demand

Morrow demands that all issues of fact raised by this Complaint be tried by a jury of no less than 12 persons.

Prayer for Relief

WHEREFORE, Plaintiff, Jessie A. Morrow requests the following relief:

1. Judgment against the Defendants on all claims; and judgment against the individual Defendants on the violation of Section 1983 of Title 42 of the United States Code;
2. An award of compensatory damages as established at trial;
3. An award of statutory damages, including back pay and front pay as allowed by law as established at trial;
4. An award of compensatory damages for loss of employment benefits, including health and retirement benefits, as established at trial;
5. An award of pre-judgment and post-judgment interest as allowable by law;
6. That Morrow be awarded reasonable attorney's fees and costs; and
7. For such other and further relief as the Court deems just and proper.

DATED this 1st day of November 2021.

DAUGHARTY LAW GROUP

By: /s/ Paul W. Daugharty
Paul W. Daugharty
Attorney for Plaintiff Jessie A. Morrow

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jessie A. Morrow

DEFENDANTS

Kootenai County Fire & Rescue, et al.

(b) County of Residence of First Listed Plaintiff Kootenai
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Kootenai
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Daugharty Law Group, 505 E. Front Ave., Ste. 301
Coeur d'Alene, ID 83814 208-664-3799

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 Sec 1983 of Title 42 U.S.C.; Employment Act of 1967; Title 29 of U.S.C. Sec 621; Title 42 of U.S.C. 2000e et seq; Title VII Civil Rights Act 1964
 Brief description of cause:
 Complaints of harassment and hostile work environment, gender and age discrimination; adverse employment; unlawful termination

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ in excess of 75,000 **CHECK YES only if demanded in complaint:**
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 11/1/2021 SIGNATURE OF ATTORNEY OF RECORD /s/ Paul W. Daugharty

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____