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11 Attorneys for Plaintiff

12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE DISTRICT OF ARIZONA**

15 Shannon Glynn,

16 Plaintiff,

17 v.

18 City of El Mirage; El Mirage Fire  
19 Department; and Michael Long, in his  
20 individual and official capacities,

21 Defendants.

No.

**COMPLAINT**

22 Plaintiff, Shannon Glynn, by and through the undersigned counsel, for his Complaint  
23 against Defendants, the City of El Mirage, the El Mirage Fire Department, and Fire Chief  
24 Michael Long, states as follows:  
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**INTRODUCTION, JURISDICTION AND VENUE**

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1. This is a civil action brought under 42 U.S.C. § 1983 to redress Defendants’ unlawful deprivation of Plaintiff’s rights and privileges secured by the First and Fourteenth Amendments of the U.S. Constitution. Plaintiff’s Complaint also asserts claims under the Arizona Employment Protection Act, the Arizona Public Safety Employees Act, and the Fair Labor Standards Act (“FLSA”).

2. Jurisdiction is conferred upon this Court by 28 U.S.C. § 1331; 28 U.S.C. §§ 2201-02; 28 U.S.C. § 1337; 28 U.S.C. § 1343; 28 U.S.C. § 1367; and 42 U.S.C. § 1983.

3. Venue is proper under 28 U.S.C. § 1391 because all Defendants are located in this district and the actions and omissions complained of herein took place within this district.

4. Prior to commencing this action, Plaintiff timely served upon El Mirage a Notice of Claim, pursuant to A.R.S. § 12-821.01, to afford Defendants an opportunity to investigate the merits of Plaintiff’s claims against them, to assess their liability, and to compensate and resolve Plaintiff’s claims. A true and correct copy of the Notice of Claim is attached as Exhibit 1.

5. Defendants failed to respond to the Notice of Claim within the sixty (60)-day time period set forth in A.R.S. § 12-821.01(E).

**PARTIES**

6. Plaintiff Shannon Glynn is an individual who resides in Maricopa County, Arizona. Mr. Glynn is a “citizen of the United States” within the meaning of 42 U.S.C. § 1983, and a “person” within the meaning of 42 U.S.C. § 1983.



1 13. Prior to working for El Mirage, Mr. Glynn worked for the City of Buckeye Fire  
2 Department (“Buckeye”) from approximately January 2005 to January 2019.

3  
4 14. Mr. Glynn applied to work as a Fire Fighter for El Mirage in October 2020. A  
5 true and correct copy of Mr. Glynn’s application for the position of Fire Fighter with El  
6 Mirage (the “2020 Application”) is attached as Exhibit 2.

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8 15. The 2020 Application was a comprehensive, multipage application with a  
9 number of background and employment-related questions. As relevant to the allegations  
10 herein, the 2020 Application included a list of seventeen (17) “Agency-Wide Questions” for  
11 the applicant to answer. Exhibit 2, p. 6-7.

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13 16. Question 8 of the Agency-Wide Questions directed the applicant to provide an  
14 answer to the question: “Have you ever been suspended, terminated, or resigned in lieu of  
15 termination?” *Id.*, p. 6. In response to this question, Mr. Glynn answered: “Yes.” *Id.*

16  
17 17. Question 9 of the Agency-Wide Questions then directed the applicant to “please  
18 explain the circumstances” if the applicant answered “Yes” in response to Question 8. *Id.* Mr.  
19 Glynn responded to Question 9 as follows: “Was terminated by the city of Buckeye after being  
20 offered an opportunity to resign from a citizen complaint. Would like the opportunity to  
21 provide more details in-person.” *Id.*

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23 18. After submitting the 2020 Application, Mr. Glynn was interviewed by a City  
24 Hiring Board that included a City HR specialist and two (2) El Mirage Fire Captains.  
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1           19. During this interview, Mr. Glynn spoke in detail about the circumstances  
2 relating to his discharge from Buckeye. He explained that the incident involved a former  
3 girlfriend and her ex-husband.  
4

5           20. While explaining this incident to the Hiring Board, Mr. Glynn acknowledged  
6 that he did not appropriately handle the incident and was not completely truthful at the time,  
7 but he was remorseful and admitted that he should have better handled the situation. He  
8 explained that he has since learned from the incident and has used the learning experience to  
9 become a better member of the fire service, as well as an example to others about how poor  
10 personal choices can affect one's career.  
11

12           21. The Hiring Board thanked Mr. Glynn for providing this information and did not  
13 ask any follow-up questions about the incident.  
14

15           22. Mr. Glynn then participated in a second interview with Chief Juan Rodriguez  
16 and Assistant Fire Chief Chris Richardson. During the interview, Chief Rodriguez and  
17 Assistant Chief Richardson asked Mr. Glynn whether there were any pending criminal  
18 charges against him, to which Mr. Glynn truthfully responded that there were not.  
19

20           23. Finally, Mr. Glynn participated in a third-round interview with Defendant Long  
21 and Assistant Chief Richardson. Neither asked any additional questions about the Buckeye  
22 incident.  
23

24           24. El Mirage ultimately hired Mr. Glynn as a Fire Fighter in March 2021. As a  
25 newly hired employee, Mr. Glynn was subject to a one-year probationary period.  
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1           25.     Nonetheless, Mr. Glynn performed this role well and without any disciplinary  
2 issues. Indeed, Mr. Glynn was routinely told by supervisors that he was meeting and/or  
3 exceeding performance expectations.  
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5           26.     In October of 2021, Mr. Glynn, seeking a promotion, applied to the position of  
6 Fire Engineer with El Mirage. A true and correct copy of Mr. Glynn’s application for the  
7 position of Fire Engineer with El Mirage (the “2021 Application”) is attached as Exhibit 3.  
8

9           27.     As was the case with the 2020 Application, the 2021 Application included a list  
10 of seventeen (17) “Agency-Wide Questions” for the applicant to answer. Exhibit 3, p. 6-7.  
11 Question 8 of the Agency-Wide Questions directed the applicant to provide an answer to the  
12 question: “Have you ever been suspended, terminated, or resigned in lieu of termination?”  
13 *Id.*, p. 6. In response to this question, Mr. Glynn again answered: “Yes.” *Id.*  
14

15           28.     Question 9 of the Agency-Wide Questions then directed the applicant to “please  
16 explain the circumstances” if the applicant answered “Yes” in response to Question 8. *Id.* Mr.  
17 Glynn responded to Question 9 as follows: “Was terminated by the city of Buckeye after being  
18 offered an opportunity to resign from a citizen complaint. Would like the opportunity to  
19 provide more details in-person.” *Id.*  
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22           29.     In November of 2021, El Mirage promoted Mr. Glynn to Fire Engineer. Because  
23 he accepted a new role within the Fire Department, Mr. Glynn began a new, one-year  
24 probationary period. Again, Mr. Glynn performed well in this new role, receiving positive  
25 feedback from his supervisors and no disciplinary actions.  
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*Mr. Glynn's Union Activities*

1  
2 30. During his employment with the Fire Department, Mr. Glynn was a member  
3  
4 and the Vice President of the Northwest Valley Firefighters Association, International  
5 Association of Fire Fighters Local 4361 (“Local 4361” or the “Association”), a labor union  
6 representing certain fire protection employees of the Fire Department.  
7

8 31. As Vice President of the Association, Mr. Glynn was vocal about matters  
9 affecting both Local 4361 members and the Fire Department in general. For instance, Mr.  
10 Glynn was routinely involved in communications with the Fire Chief and other Fire  
11 Department and City officials regarding the Memorandum of Understanding (“MOU”)  
12 between El Mirage and the Association, as well as other terms and conditions of the member  
13 fire fighters’ employment.  
14

15 32. During these communications, Mr. Glynn repeatedly expressed his concerns  
16 about high employee turnover in the Fire Department. Indeed, one of the Association’s  
17 primary objectives was to remedy this high turnover.  
18

19 33. Additionally, in August 2022, in his capacity as Vice President of Local 4361,  
20 Mr. Glynn inquired with the federal Department of Labor (“DOL”) about issues relating to  
21 fire fighter pay, including overtime pay. In particular, Mr. Glynn believed that El Mirage’s  
22 practice of averaging fire fighters’ overtime pay across several workweeks could be a  
23 violation of applicable wage and hour laws.  
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1           34. Mr. Glynn advised El Mirage that he had submitted this inquiry to DOL. Deputy  
2 City Manager Robert Nilles responded that he relished the DOL's investigation, because he  
3 was confident that he was doing everything right with respect to fire fighter pay.  
4

5           35. The Association, through Mr. Glynn, also raised concerns about the City's  
6 refusal to follow a December 2021 arbitration decision relating to the MOU (the "Arbitration  
7 Decision"). Specifically, Local 4361 filed a grievance relating to the City's failure to make  
8 certain payments to fire fighters as required by the MOU. Although the grievance arbitrator  
9 found in favor of the Association and agreed that the MOU required El Mirage to make the  
10 payments, El Mirage refused (and to date continues to refuse) to follow the Arbitration  
11 Decision.  
12

13           36. On or about October 26, 2022, during a meeting with City Manager Crystal  
14 Dyches, Deputy City Manager Nilles, and Human Resources ("HR") Director Dawn Kurek  
15 relating to staffing and other pay issues, Mr. Glynn raised El Mirage's refusal to follow the  
16 Arbitration Decision. Mr. Glynn stated that he had sought the assistance of the IAFF's legal  
17 counsel to review the matter and bring a lawsuit to enforce the decision, if necessary, but that  
18 such action was not the Association's preference.  
19

20           37. Thereafter, on or about October 27, 2022, Mr. Glynn, in his capacity as  
21 Association Vice President, along with the Association's Secretary-Treasurer Jeffrey  
22 Kinkade, met with City Councilmen David Shapera and Roy Delgado for a scheduled meet  
23 and greet. During this meeting, Mr. Glynn aired the Association's frustrations with the El  
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1 Mirage's refusal to follow the recommendations of the Arbitration Decision. Councilmen  
2 Shapera appeared receptive to the Association's concerns.

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4 38. On or about November 4, 2022, Mr. Glynn met with Councilwoman Donna  
5 Winston as part of another scheduled meet and greet. Mr. Glynn and Councilwoman Winston  
6 discussed some of the same concerns he raised with City management, the Fire Department,  
7 and Councilmen Shapera and Delgado.

8  
9 *El Mirage's Retaliatory Termination of Mr. Glynn*

10 39. A mere three (3) days later, on November 7, 2022, Mr. Glynn was called into a  
11 meeting with Defendant Long and HR Director Kurek. During this meeting, Defendant Long  
12 and Ms. Kurek first advised Mr. Glynn that he had one (1) week left of his promotional  
13 probation. Then, Defendant Long and Ms. Kurek informed Mr. Glynn that was being  
14 terminated for lying on his employment applications.  
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17 40. Specifically, Defendant Long referenced a 42-page document that he claimed  
18 to have obtained from Buckeye regarding Mr. Glynn's termination and claimed that Mr.  
19 Glynn had lied about this termination.  
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21 41. Mr. Glynn expressed shock in response to the news that he was being terminated  
22 from the Fire Department, and in particular, in response to the stated reason for his  
23 termination. As stated above, not only did Mr. Glynn not lie about his termination from  
24 Buckeye, but he in fact volunteered additional information surrounding the circumstances of  
25 his termination in both the 2020 and 2021 Applications and in his initial employment  
26 interviews.  
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1 42. Further, when Mr. Glynn sought a copy of the 42-page document from Buckeye  
2 purportedly relied on by Defendant Long in his decision to terminate Mr. Glynn, the Chief  
3 refused to provide him with one.  
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5 43. Additionally, El Mirage took the position that because Mr. Glynn was still a  
6 probationary employee at the time of his termination, he had no right to appeal the termination  
7 through the City’s administrative process. Indeed, when Mr. Glynn presented evidence that  
8 the stated reason for his termination was false, the City responded by stating that he was  
9 subject to termination “with or without cause and without recourse.” A true and correct copy  
10 of this correspondence from the City is attached as Exhibit 4.  
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13 44. As a result of his termination from the Department, Mr. Glynn has suffered lost  
14 wages and benefits, mental and emotional harm, damage to his personal and professional  
15 reputations, and other injuries.  
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17 **FIRST CAUSE OF ACTION:**  
18 **42 U.S.C. § 1983 – VIOLATION OF PLAINTIFF’S FIRST AND**  
19 **FOURTEENTH AMENDMENT RIGHT TO FREE SPEECH**  
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21 45. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1  
22 through 44.  
23

24 46. The right of the Plaintiff to speak freely about matters of public concern is  
25 protected by the First Amendment and Fourteenth Amendment of the U.S. Constitution. The  
26 public has a vital interest in free and open discussion on issues of public importance.  
27

28 47. It is a violation of the First Amendment and Fourteenth Amendment of the U.S.  
Constitution for public employers, including El Mirage, to discriminate against, discipline, or

1 discharge its employees in retaliation for engaging in speech about matters of public concern  
2 as private citizens.

3  
4 48. Mr. Glynn's speech to City and Fire Department officials regarding high  
5 employee turnover, which negatively affects the efficient operations of the Fire Department  
6 and therefore public safety, constitutes speech about matters of public concern which is  
7 protected by the First and Fourteenth Amendments.  
8

9 49. Additionally, Mr. Glynn's speech regarding the City's potential violation of  
10 wage and hour law and the City's refusal to comply with the Arbitration Decision, as well as  
11 the DOL complaint filed by Mr. Glynn, was made to address department-wide problems and  
12 the collective grievances of Fire Department employees. Therefore, this also constitutes  
13 speech about matters of public concern and is protected by the First and Fourteenth  
14 Amendments.  
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17 50. Mr. Glynn's speech on these matters was made not as a public employee, but  
18 rather as a private citizen, as this speech was made in his capacity as Vice President of the  
19 Association and on behalf of all affected Fire Department employees. Thus, his speech is  
20 protected by the First and Fourteenth Amendments.  
21

22 51. Defendants discriminated against and ultimately discharged Mr. Glynn in  
23 retaliation for engaging in the above-described protected speech activity. Defendants' stated  
24 reason for terminating Mr. Glynn's employment is false and pretextual.  
25

26 52. Through this conduct, Defendants retaliated against Mr. Glynn in violation of  
27 the First Amendment and Fourteenth Amendment of the U.S. Constitution. Defendants'  
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1 conduct unlawfully chills free and open discussion on issues of public importance and  
2 intimidates other Fire Department employees and members of the community from similarly  
3 engaging in protected speech.  
4

5 53. In retaliatorily terminating Mr. Glynn’s employment, Defendants acted under  
6 color of State law, as defined in 42 U.S.C. § 1983. Defendants’ actions were unprivileged and  
7 not subject to any immunity.  
8

9 54. Thus, Defendants, individually, separately, and/or jointly are fully liable to Mr.  
10 Glynn based on their authority and actual decisions or omissions. In addition, such unlawful  
11 actions, decisions, and omissions were based on the policymaking and final decision-making  
12 authority of the Defendants, and were based on the policy, custom, and practice of  
13 Defendants.  
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15 55. Such conduct by Defendants was done in a knowing, willful, wanton, reckless,  
16 and bad faith manner, which violates clearly established constitutional provisions and rights  
17 which a reasonable person would have known.  
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19 56. As a direct, foreseeable, and proximate result of Defendants’ unlawful conduct,  
20 Plaintiff has suffered, and continues to suffer, economic injury, mental and emotional distress,  
21 humiliation, anxiety, embarrassment, and discomfort, and other injuries and irreparable harm.  
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23 57. Under 42 U.S.C. § 1983, “every person who, under color of any statute,  
24 ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia,  
25 subjects, or causes to be subjected, any citizen of the United States or other person within the  
26 jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the  
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1 Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or  
2 other proper proceeding for redress.” Thus, Defendants are fully liable to Plaintiff for his  
3 injuries resulting from Defendants retaliating against and terminating him in violation of the  
4 First and Fourteenth Amendments.  
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6 58. Defendants are also liable for Plaintiff’s reasonable attorneys’ fees and costs  
7 pursuant to 42 U.S.C. § 1988(b).  
8

9 **SECOND CAUSE OF ACTION:**  
10 **42 U.S.C. § 1983 – VIOLATION OF PLAINTIFF’S FIRST AND**  
11 **FOURTEENTH AMENDMENT RIGHT TO FREE ASSOCIATION**

12 59. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1  
13 through 58.

14 60. The right of the Plaintiff to freely associate with an organization of other Fire  
15 Department employees is protected by the First Amendment and Fourteenth Amendment of  
16 the U.S. Constitution. The public has a vital interest in such free association.  
17

18 61. It is a violation of the First Amendment and Fourteenth Amendment of the U.S.  
19 Constitution for public employers, including El Mirage, to discriminate against, discipline, or  
20 discharge its employees for exercising their rights to free association.  
21

22 62. During his employment with the Fire Department, Mr. Glynn was a member of,  
23 actively participated in, and served as the elected Vice President of IAFF Local 4361, a labor  
24 organization of other fire protection personnel employed by Defendants. Mr. Glynn’s right  
25 to so associate with Local 4361 is protected by the First and Fourteenth Amendments.  
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1           63. At all relevant times, Defendants were aware of Mr. Glynn's association with  
2 Local 4361.

3           64. Defendants' decision to terminate Mr. Glynn's employment was made amid his  
4 ongoing meetings and discussions with City and Fire Department officials in which he, in his  
5 capacity as Local 4361 Vice President, raised the collective concerns of his fellow Fire  
6 Department employees. Indeed, Defendants discharged Mr. Glynn a mere three (3) days after  
7 his meeting with Councilwoman Winston in which he discussed these concerns.  
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10           65. The timing and context of Defendants' decision to terminate Mr. Glynn's  
11 employment make clear that his termination was made in retaliation for his protected  
12 association with Local 4361 and not for the reason stated, which is plainly pretextual.  
13

14           66. By engaging in this conduct, Defendants retaliated against Mr. Glynn in  
15 violation of the First Amendment and Fourteenth Amendment of the U.S. Constitution.  
16 Defendants' conduct unlawfully chills the free association with Local 4361, among other  
17 organizations, and intimidates other Fire Department employees and members of the  
18 community from similarly associating with or actively participating in Local 4361.  
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21           67. Further, in retaliatorily terminating Mr. Glynn's employment, Defendants acted  
22 under color of State law, as defined in 42 U.S.C. § 1983. Defendants' actions were  
23 unprivileged and not subject to any immunity.  
24

25           68. Thus, Defendants, individually, separately, and/or jointly are fully liable to Mr.  
26 Glynn based on their authority and actual decisions or omissions. In addition, such unlawful  
27 actions, decisions, and omissions were based on the policymaking and final decision-making  
28

1 authority of the Defendants, and were based on the policy, custom, and practice of  
2 Defendants.

3  
4 69. Such conduct by Defendants was done in a knowing, willful, wanton, reckless,  
5 and bad faith manner, which violates clearly established constitutional provisions and rights  
6 which a reasonable person would have known.

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8 70. As a direct, foreseeable, and proximate result of Defendants' unlawful conduct,  
9 Plaintiff has suffered, and continues to suffer, economic injury, mental and emotional distress,  
10 humiliation, anxiety, embarrassment, and discomfort, and other injuries and irreparable harm.

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12 71. Under 42 U.S.C. § 1983, "every person who, under color of any statute,  
13 ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia,  
14 subjects, or causes to be subjected, any citizen of the United States or other person within the  
15 jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the  
16 Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or  
17 other proper proceeding for redress." Thus, Defendants are fully liable to Plaintiff for his  
18 injuries resulting from Defendants retaliating against and terminating him in violation of the  
19 First and Fourteenth Amendment.  
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22 72. Defendants are also liable for Plaintiff's reasonable attorneys' fees and costs  
23 pursuant to 42 U.S.C. § 1988(b).  
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**THIRD CAUSE OF ACTION:**  
**A.R.S. § 23-1501 – VIOLATION OF THE ARIZONA EMPLOYMENT PROTECTION ACT**

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4       73. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1  
5 through 72.

6       74. Arizona law protects an employee from a wrongful, retaliatory termination  
7 based upon the employee’s disclosure of conduct that he reasonably believes violates or may  
8 violate state law. A.R.S. §§ 23-1501(A)(3)(c)(i), (ii).

9  
10       75. Mr. Glynn, in good faith and on behalf of his fellow Fire Department  
11 employees, raised concerns to various City and Fire Department employees based on his  
12 reasonable belief that El Mirage was violating state law by failing to honor the terms of the  
13 MOU and by averaging overtime pay across multiple workweeks.

14  
15       76. Defendants’ conduct in terminating Mr. Glynn’s employment in the midst of  
16 his advocacy and speech on these issues was in violation of Arizona state law. A.R.S. §§ 23-  
17 1501(A)(3)(c)(i), (ii).

18  
19       77. As a direct, foreseeable, and proximate result of Defendants’ unlawful conduct,  
20 Plaintiff has suffered, and continues to suffer, economic injury, mental and emotional distress,  
21 humiliation, anxiety, embarrassment, and discomfort, and other injuries and irreparable harm.  
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23

**FOURTH CAUSE OF ACTION:**  
**ARIZ. REV. STAT. § 23-1411(A) – VIOLATION OF ARIZONA PUBLIC SAFETY EMPLOYEE ACT**

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26       78. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1  
27 through 77.  
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1           79.     The Arizona Public Safety Employee Act makes it a violation of state law for a  
2 city to discharge, discipline, or discriminate against public safety employees, including fire  
3 fighters, for joining a labor union or participating in collective bargaining. Ariz. Rev. Stat. §  
4 23-1411(A).  
5

6           80.     During his employment with the Fire Department, Mr. Glynn was a member of,  
7 actively participated in, and served as the elected Vice President of IAFF Local 4361, a labor  
8 organization of other fire protection personnel employed by Defendants. Mr. Glynn's right  
9 to so associate with Local 5026 is protected by Arizona state law.  
10

11           81.     At all relevant times, Defendants were aware of Mr. Glynn's association with  
12 Local 4361.  
13

14           82.     Defendants' decision to terminate Mr. Glynn's employment was made amid his  
15 ongoing meetings and discussions with City and Fire Department officials in which he, in his  
16 capacity as Local 4361 Vice President, raised the collective concerns of his fellow Fire  
17 Department employees. Indeed, Defendants discharged Mr. Glynn a mere three (3) days after  
18 his meeting with Councilwoman Winston in which he discussed these concerns.  
19

20           83.     The timing and context of Defendants' decision to terminate Mr. Glynn's  
21 employment make clear that his termination was made in retaliation for his union activity and  
22 not for the reason stated, which is plainly pretextual.  
23

24           84.     By engaging in this conduct, Defendants, acting individually, separately, and/or  
25 jointly, acted contrary to the declared public policy of the State of Arizona and in violation of  
26 Ariz. Rev. Stat. § 23-1411(A).  
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1 85. Such conduct by Defendants was done in a knowing, willful, wanton, reckless,  
2 and bad faith manner, which violates clearly established statutory rights which a reasonable  
3 person would have known.  
4

5 86. As a direct, foreseeable, and proximate result of Defendants’ unlawful conduct,  
6 Plaintiff has suffered, and continues to suffer, economic injury, mental and emotional distress,  
7 humiliation, anxiety, embarrassment, and discomfort, and other injuries and irreparable harm.  
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9 **FOURTH CAUSE OF ACTION:**  
10 **29 U.S.C. § 215(a)(3) – VIOLATION OF THE FLSA ANTI-RETALIATION**  
11 **PROVISION**

12 87. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1  
13 through 86.

14 88. The anti-retaliation provision of the FLSA makes it a violation of the statute for  
15 any person to “discharge or in any other manner discriminate against any employee because  
16 such employee has filed any complaint or instituted or caused to be instituted any proceeding  
17 under or related to” the statute. 29 U.S.C. § 215(a)(3).  
18

19 89. By raising his concerns about the Department’s potential violations of the FLSA  
20 during meetings with City management and filing a DOL complaint challenging the City’s  
21 pay practices, Mr. Glynn engaged in protected FLSA activity.  
22

23 90. Furthermore, Mr. Glynn clearly suffered an adverse employment action when  
24 the City terminated his employment.  
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26 91. Finally, the timing and context make plain that the City’s decision to terminate  
27 Mr. Glynn’s employment was in response to Mr. Glynn’s protected FLSA activity.  
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92. As such, the City’s decision to terminate Mr. Glynn’s employment constitutes unlawful retaliation under § 215(a)(3).

93. As a direct, foreseeable, and proximate result of Defendants’ unlawful conduct, Plaintiff has suffered, and continues to suffer, economic injury, mental and emotional distress, humiliation, anxiety, embarrassment, and discomfort, and other injuries and irreparable harm.

**RELIEF REQUESTED**

**WHEREFORE**, Plaintiff respectfully requests the Court:

A. Declare that Defendants violated Plaintiff’s Constitutional rights by unlawfully depriving Plaintiff of his rights and privileges secured by the First and Fourteenth Amendments of the U.S. Constitution;

B. Declare that Defendants violated Plaintiff’s statutory rights as guaranteed by A.R.S. §§ 23-1501(A)(3)(c)(i), (ii); A.R.S. § 23-1411(A); and 29 U.S.C. § 215(a)(3);

C. Order a complete and accurate accounting of all the compensation and relief to which Plaintiff is entitled;

D. Award Plaintiff monetary damages in the form of backpay compensation, lost benefits, unpaid entitlements, plus prejudgment and post-judgment interest;

E. Award Plaintiff compensatory damages for the violations of Plaintiff’s rights and the harm to his reputation, humiliation, emotional and mental anguish, and for other financial and consequential harm and injuries he has suffered as a result of Defendants’ violative conduct;

1 F. Award Plaintiff punitive damages to redress the knowing, willful, wanton,  
2 reckless, and bad faith nature of Defendants' violation of Plaintiff's Constitutional and  
3 statutory rights;  
4

5 G. Order Defendants to reinstate Plaintiff to his former position, or in the  
6 alternative, award front pay;  
7

8 H. Award reasonable attorneys' fees and costs to Plaintiff; and

9 I. Grant all other relief that the Court deems just and appropriate.  
10

11 DATED this 11<sup>th</sup> day of April, 2023.

12 SHIELDS PETITTI & ZOLDAN, PLC  
13

14 By /s/ Michael J. Petitti, Jr.  
15 Michael J. Petitti, Jr.  
16 Paige C. Pataky  
17 5090 N. 40<sup>th</sup> Street, Suite 207  
18 Phoenix, Arizona 85018

19 MOONEY, GREEN, SAINDON, MURPHY &  
20 WELCH, P.C.

21 By /s/ Lauren McDermott.  
22 Lauren McDermott (Pro hac vice pending)  
23 1920 L Street, N.W., Suite 400  
24 Washington, D.C. 20036

25 Attorneys for Plaintiff  
26  
27  
28

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

**Civil Cover Sheet**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

**The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.**

**Plaintiff(s): Shannon Glynn**

**Defendant(s): City of El Mirage ; El Mirage Fire Department ; Michael Long**

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Michael Petitti  
Shields Petitti & Zoldan  
5090 N. 40th Street, Suite 207  
Phoenix, Arizona 85018  
6027183330**

II. Basis of Jurisdiction:                    **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- N/A  
Defendant:- N/A

IV. Origin :                                    **1. Original Proceeding**

V. Nature of Suit:                         **442 Employment**

VI. Cause of Action:                    **42 U.S.C. § 1983**

VII. Requested in Complaint

Class Action: **No**  
Dollar Demand:  
Jury Demand: **Yes**

VIII. This case is not related to another case.

**Signature: Michael J. Petitti, Jr.**

**Date:** 4/11/23

**If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.**

Revised: 01/2014