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10 **SUPERIOR COURT FOR THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF GILA**

12 TIMOTHY TRENT and DAISY
13 FLORES, husband and wife,

14 Plaintiffs,

15 vs.

16 GLOBE UNIFIED SCHOOL
17 DISTRICT #1, RON NELSON, Chief
18 Administrative Officer, CAYCI
19 VUKSANOVICH, Board Member,
20 FRANKIE DALMOLIN, Board
21 Member, JACQUE GRIFFIN, Board
22 Member, ANNA HARMON, Board
23 Member, DAVID FLETCHER, Board
24 Member, in their official capacities.

25 Defendants.

No. CV 201000238

COMPLAINT

*PO
196
Summons
Katie*

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26 For their Complaint, Plaintiffs Timothy Trent ("Trent") and Daisy Flores
("Flores") allege as follows:

GENERAL ALLEGATIONS

Parties, Jurisdiction, and Venue

1. Plaintiffs Trent and Flores are husband and wife living in Gila County, Arizona.
2. Defendant Globe Unified School District #1 (hereinafter "GUSD") is an public entity located in Gila County, Arizona.

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1 3. Defendant Ron Nelson (hereinafter "Nelson") is the Chief Administrative
2 Officer of GUSD and works in Gila County, Arizona.

3 4. Defendants Cayci Vuksanovich, Frankie DalMolin, Jacque Griffin, Anna
4 Harmon, and David Fletcher (hereinafter "Governing Board") are members of the GUSD
5 Governing Board and reside in Gila County, Arizona.

6 5. Jurisdiction and venue are proper pursuant to Article VI, § 14 of the
7 Arizona Constitution and A.R.S. §§ 12-122, 12-123, and 12-401.

8 6. All events giving rise to this Complaint occurred in Gila County, Arizona.

9 **Factual Background**

10 7. On May 16, 2008, Trent and the GUSD Governing Board signed a three
11 year contract hiring Trent as GUSD Superintendent ("Superintendent Contract").

12 8. On June 23, 2009, Trent received his yearly performance evaluation from
13 the GUSD Governing Board. The performance evaluation was satisfactory.

14 9. On June 24, 2009, Trent and his family departed for a long planned
15 vacation to Europe.

16 10. Shortly after Trent and his family boarded a plane for their vacation, an
17 agenda for a June 25, 2009 regular Governing Board meeting was posted.

18 11. Upon information and belief, prior to the June 25, 2009 Governing Board
19 meeting, Defendant Vuksanovich contacted the Arizona School Board Association
20 ("ASBA") seeking a list of possible interim superintendents.

21 12. Upon information and belief, when Defendant Vuksanovich contacted the
22 ASBA seeking a list of possible interim superintendents, she acted with the apparent
23 authority of the Governing Board.

24 13. One of the items on the June 25, 2009 meeting agenda was "Discussion and
25 possible action to reassign the Superintendent and Supervisor of Facilities and to appoint
26 temporary chief administrative officials."

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1 14. Upon arrival in Europe, Trent discovered his GUSD cell phone was no
2 longer sending or receiving email.

3 15. Because Trent's email capabilities on his cell phone were shut off, he was
4 unable to receive the agenda and only learned about the meeting from concerned friends
5 and family.

6 16. Because Trent was in Europe, he was unable to attend the June 25, 2009
7 Governing Board meeting.

8 17. During the June 25, 2009 meeting, Defendant Vuksanovich stated that she
9 had concerns that GUSD's budget was overspent by \$123,675 and that \$900,000 in grant
10 funds from the state had not been drawn down.

11 18. Defendant Vuksanovich stated that she had concerns about the overall
12 financial health of GUSD and GUSD's ability to move forward in the future.

13 19. Defendant Vuksanovich further stated that she felt the Governing Board
14 had been kept in the dark about certain personnel concerns.

15 20. Defendant Vuksanovich commented that she was not willing to "let the
16 state take over."

17 21. Defendant Vuksanovich stated that, while there was documentation
18 supporting her concerns, the documents were not available for the Governing Board to
19 review because they were with the District's attorney. Defendant Vuksanovich never
20 provided documentation to support her concerns.

21 22. On April 27, 2009, GUSD received a letter from the Arizona Auditor
22 General's office. The letter stated that the GUSD had 90 days to submit a Uniform
23 System of Financial Records Compliance Questionnaire.

24 23. On June 3, 2009, GUSD received letter from the Arizona Auditor General
25 stating that GUSD was in compliance with all report submission requirements.
26

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1 24. Trent faxed the June 3, 2009 compliance letter to Defendant Vuksanovich
2 on June 8, 2009, seventeen (17) days before the June 25, 2009 Governing Board meeting
3 at which Trent was placed on administrative leave.

4 25. At the June 25, 2009 meeting, the Governing Board voted to place Trent on
5 administrative leave.

6 26. After the June 25, 2009 Governing Board meeting, Defendant DalMolin
7 told Barbara Shepard, a Gila County resident, that Defendant DalMolin would "take a bet
8 that the audit will show that [Trent] intentionally did something to hurt the district or the
9 kids."

10 27. On July 9, 2009, fourteen (14) days after the Governing Board voted to
11 place Trent on administrative leave, Trent received a letter from Defendant Vuksanovich
12 notifying him that he was placed on administrative leave. The letter was dated July 1,
13 2009 but postmarked July 9, 2009.

14 28. Upon information and belief, the locks to Trent's office at GUSD were
15 changed prior to the June 25, 2009 Governing Board meeting.

16 29. On July 26, 2009, Defendant DalMolin told Linda Teague, a Globe
17 community member, that things were much better since "he got rid of those two guys,"
18 referring to Trent and John Marquez, GUSD Facilities Manager.

19 30. On October 6, 2009, Gerald Bouma ("Bouma") filed a lawsuit against Trent
20 for incidents which allegedly occurred during Trent's employment at GUSD. Attached to
21 the Complaint, marked as Exhibit 1, was a sworn statement by Bouma.

22 31. In the sworn statement, on page 4, Bouma asserts that he stated to
23 Defendant Griffin, "The Globe Unified School District is governed entirely by
24 intimidation." Bouma alleges that Defendant Griffin then stated, "You're damned
25 straight it is."
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1 32. On page 4 of the sworn statement, Bouma asserts that Defendant DalMolin
2 stated, "Trent is a liar and needs to go."

3 33. Trent's attorney sent four (4) letters to the GUSD's counsel on June 30,
4 2009, July 7, 2009, July 21, 2009, and August 11, 2009. These letters requested that
5 there be limited access to Trent's office, that any documents removed from Trent's office
6 be returned, and that certain individual's access to the finance system be denied.

7 34. In the four (4) letters sent to GUSD's counsel, Trent's attorney further
8 requested information regarding any personnel audit conducted by or for GUSD.

9 35. GUSD's counsel responded to Trent's counsel indicating that she would
10 respond to the requests. GUSD's counsel did not respond to any of the requests.

11 36. Upon information and belief, one or more Defendants instructed Jennifer
12 Kinnard, a GUSD employee, to access Trent's office and to remove boxes of documents
13 from the office. Upon information and belief, at least some of the removed documents
14 are relevant to Trent's defense in this litigation. Upon information and belief, Trent's
15 GUSD office was completely cleared out and Trent's attorney's requests were
16 disregarded.

17 37. Flores sent six (6) letters to Defendant Nelson on July 22, 2009, July 24,
18 2009, and July 29, 2009. These letters refute each allegation against Trent. GUSD did
19 not respond to any of these letters.

20 38. In August 2009, auditors hired by GUSD asked inappropriate questions of
21 GUSD employee Tamara Glinski (hereinafter "Glinski"). The auditors insinuated that
22 Glinski and Trent had had an affair and that Glinski was given improper consideration for
23 her position with GUSD.

24 39. Upon information and belief, one or more Defendants instructed GUSD's
25 auditors to ask Glinski the appropriate questions.

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1 40. When Glinski informed Defendant Nelson about the inappropriate
2 questioning by GUSD's auditors,, Defendant Nelson asked Glinski if the allegations were
3 true.

4 41. The inappropriate questions posed by the auditors to Glinski led to
5 salacious discussion and false rumors in the Globe community that Trent and Glinski
6 were or had been having an affair.

7 42. Paragraph 8 of the Superintendent Contract states, "The Board collectively
8 and individually shall refer all criticisms, complaints and suggestions called to its
9 attention to the Superintendent for study and recommendation." The GUSD Governing
10 Board did not convey all of the their criticisms, complaints, and suggestions to the
11 Superintendent.

12 43. Page 4, Section 4 of the Superintendent Contract, under the heading
13 "Incentives" states, "The Superintendent may earn up to \$3,000.00 through performance
14 goals as outlined below..." Trent met the performance goals under the Superintendent
15 Contract and was entitled to payment of \$2,666.00. Trent did not receive this payment.

16 44. On August 14, 2009, Trent sent, via email, a memorandum to Defendant
17 Nelson detailing the amount of incentive pay to which Trent was due under the
18 Superintendent Contract.

19 45. Defendant Nelson failed to return follow-up phone messages regarding the
20 unpaid incentives. On August 29, 2009, Trent sent another email requesting notification
21 as to the status of the incentive pay-out request and stating that, if he did not receive a
22 response indicating that he would be paid in full for the incentives due, the email was to
23 be considered a written request for appeal pursuant to GUSD's grievance policy.

24 46. On August 31, 2009, Flores hand-delivered a printed version of the August
25 29, 2009 email to GUSD.
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1 47. On September 17, 2009, during a phone conversation with Trent,
2 Defendant Nelson stated that he had conferred with the GUSD's attorney. Defendant
3 Nelson stated that Trent would receive the unpaid incentives due under the
4 Superintendent Contract.

5 48. Trent never received the unpaid incentive pay and, upon information and
6 belief, this issue has not been transmitted to the Governing Board as a grievance.

7 **COUNT ONE: BREACH OF CONTRACT**

8 49. Plaintiffs reaffirm and re-allege the allegations in Paragraphs 1 through 48
9 as if fully set forth herein.

10 50. Defendants breached the Superintendent Contract by failing to discuss all
11 criticism and complaints with Trent, and failing to remit incentive pay to Trent.

12 51. Defendants' breach of the duties owed to Trent under the Superintendent
13 Contract caused Trent to suffer damages in an amount to be proven at trial.

14 **COUNT TWO: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH**
15 **AND FAIR DEALING**

16 52. Plaintiffs reaffirm and re-allege the allegations in Paragraphs 1 through 51
17 as if fully set forth herein.

18 53. Arizona law implies a covenant of good faith and fair dealing in every
19 contract. The essence of the duty is that neither party will act to impair the right of the
20 other to receive the benefits which flow from their agreement or contractual relationship.

21 54. Defendants breached the covenant of good faith and fair dealing by
22 pursuing an investigation against Trent but never interviewing him, hiring a consultant to
23 conduct a personnel and financial audit of Trent and never interviewing him, failing to
24 respond to any requests made to GUSD by Plaintiff's attorney or Flores, and failing to
25 communicate with Trent.

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1 55. Defendants' breach of the duty of good faith and fair dealing caused Trent
2 to suffer damages in an amount to be proven at trial.

3 **COUNT THREE: DEFAMATION**

4 56. Plaintiffs reaffirm and re-allege the allegations in Paragraphs 1 through 55
5 as if fully set forth herein.

6 57. Defendant Vuksanovich's false statements to the Governing Board alleging
7 acts committed by Trent to support Trent's placement on administrative leave were
8 reckless. Defendant Vuksanovich acted with actual malice by making the statements
9 with knowledge that the allegations were false, Defendant Vuksanovich acted with actual
10 malice.

11 58. Defendants' attempts to present Trent in a false light by asking salacious
12 questions of Gliński led to further community speculation about Plaintiffs.

13 59. Defendant DalMolin's and Defendant Griffin's comments to community
14 members were reckless and caused damage to Trent's reputation within the community.

15 60. Defendants have damaged any opportunity for Trent to seek gainful
16 employment as a Supcrintendant within the State of Arizona.

17 61. Defendants' defamatory statements caused Trent to suffer damages in an
18 amount to be proven at trial.

19 **COUNT FOUR: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 62. Plaintiffs reaffirm and re-allege the allegations in Paragraphs 1 through 61
21 as if fully set forth herein.

22 63. The stress of Trent's removal from his position as Superintendent and the
23 consequences of Defendants' actions within the community have caused Trent to suffer
24 severe distress.

25 64. The removal of Trent from his position as Superintendent has caused public
26 embarrassment and was designed to humiliate Trent, Flores and their family.

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65. Defendants' conduct is extreme and outrageous.

66. Defendants recklessly disregarded the near certainty that Trent would experience emotional distress.

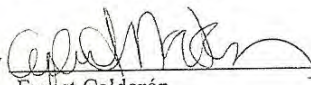
67. Defendants false statements and omissions, reckless behavior, and breaches of the Superintendent Contract damaged Trent in an amount to be proven at trial.

WHEREFORE, Plaintiffs request that the Court enter judgment in their favor and against Defendants for all damages that Plaintiffs have sustained, including but not limited to:

- A. All unpaid incentive pay that Trent is due under the Superintendent Contract;
- B. An amount sufficient to compensate Plaintiffs for the pain and suffering that Plaintiffs have and will continue to suffer as a result of Defendants' acts;
- C. Reasonable attorneys' fees and costs incurred by Plaintiff's in this action;
- D. All damages Plaintiffs have and will continue to incur as a result of Defendants' acts and omissions;
- E. Such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED this 25th day of June 2010.

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By 
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April M. Norton
Attorneys for Plaintiffs