

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA, as
assignee and subrogee of FLORIDA
EDUCATION ASSOCIATION,

CIVIL ACTION

Plaintiff,

v.

Case No.:

MILDRED K. GRIFFIS a/k/a KELLY GRIFFIS,

Defendant.

COMPLAINT

Plaintiff, National Union Fire Insurance Company of Pittsburgh, PA, as assignee and subrogee of Florida Education Association, by and through its attorneys, McElroy, Deutsch, Mulvaney & Carpenter, LLP, files a Complaint against Defendant, Mildred K. Griffis a/k/a Kelly Griffis, and in support thereof alleges the following:

JURISDICTION AND VENUE

1. The Court has diversity jurisdiction under 28 U.S.C. 1332(a) because this is an action between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest, costs and attorneys' fees.

2. Venue is proper in this District under 28U.S.C. § 1391 because Defendant resides in this District and the events giving rise to Plaintiff's claim occurred in this District.

THE PARTIES

3. Plaintiff National Union Fire Insurance Company of Pittsburgh, PA ("National Union") is a corporation formed and existing in accordance with the laws of the Commonwealth of Pennsylvania, with a principal place of business at 175 Water Street, New York, NY 10038.

4. Defendant Mildred K. Griffis a/k/a Kelly Griffis (“Ms. Griffis”) is an adult individual residing at 5240 Mallard Road, Middleburg, FL 32068-3528.

FACTUAL ALLEGATIONS

5. The Florida Education Association (“FEA”) is Florida’s largest association of professional employees, which comprises more than one hundred local educational unions throughout the state.

6. Clay County Education Support Personnel Association (“CCESPA”) is the FEA’s Clay County, Florida local affiliate.

7. From September 2010 to June 2015, Ms. Griffis served as the President of CCESPA.

8. Between 2009 and 2015, Ms. Griffis used her position as an executive – and later the President – of CCESPA to misappropriate at least \$73,600.06 in funds from the FEA for her personal benefit.

9. For example, Ms. Griffis used her access to CCESPA’s internal financial instruments, including its VyStar Credit Union and Community First Credit Union bank accounts, to obtain cash withdrawals and reimbursements for personal expenses.

10. Additionally, Ms. Griffis submitted false and fraudulent invoices for mileage and expense reimbursements to which she knew she was not entitled.

11. In one instance, Ms. Griffis purchased a vehicle with CCESPA funds for her daughter.

12. In total, Ms. Griffis stole \$73,600.06 from the FEA.

13. CCESPA and FEA discovered Ms. Griffis’ thefts on or about June 9, 2015 and terminated Ms. Griffis’ employment shortly thereafter.

14. In accordance with a Labor Organization Bond policy entered into by National Union and the FEA, National Union indemnified the FEA for the loss that the FEA sustained as a result of Ms. Griffis' theft.

15. As a result of indemnifying the FEA, National Union has become subrogated to the FEA and the FEA assigned to National Union all of the rights, claims and causes of action that the FEA has against Ms. Griffis.

16. All conditions precedent to this action have been performed by National Union or have been waived.

COUNT I
Civil Theft – F.S. § 812.014

17. National Union repeats and realleges the foregoing and the following allegations as if set forth at length herein.

18. Ms. Griffis intentionally stole the FEA's funds and converted such funds to her personal benefit by submitting false and fraudulent reimbursement requests to the FEA.

19. Ms. Griffis intended to permanently deprive the FEA of its funds and to keep these funds for Ms. Griffis' own use and for the benefit of others, with felonious intent and within the meaning of Section 812.014 of the Florida Statutes.

20. On June 30, 2019, National Union, through counsel, sent Ms. Griffis' prior counsel, Gary Luke, Esq., a letter notifying Ms. Griffis that National Union may bring a civil claim under Sections 812.014 and 772.11 of the Florida Statutes.

21. Despite National Union's letter requesting payment, Ms. Griffis has not reimbursed National Union for the loss that she caused.

WHEREFORE, by reason of the foregoing, Plaintiff National Union Fire Insurance Company of Pittsburgh, PA demands judgment in its favor and against Defendant Mildred K.

Griffis a/k/a Kelly Griffis in the amount of \$220,800.13, inclusive of treble damages, together with interest, costs and reasonable attorneys' fees.

Dated: 1/8/2020

By: _____



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