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**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

<p>RODNEY CHATMAN,  Plaintiff,  vs.  STATE OF UTAH (including the University of Utah), JANE/JOHN DOES 1-10,  Defendants.</p>	<p style="text-align: center;"><b>COMPLAINT</b></p> <p>Case Number: Judge:  Jury Demand  Tier 3</p>
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Plaintiff Rodney Chatman, by and through his counsel at **McConkie Collinwood Adams**, hereby brings this action against Defendant State of Utah (including the University of Utah) and Jane/John Does 1-10, alleging and complaining as follows:

**INTRODUCTION**

1. This case involves the University of Utah's attempt to scapegoat Chief of Police, Rodney Chatman, in an effort to avoid scrutiny and preserve its public image.

2. Despite hiring Mr. Chatman to address campus safety issues in the wake of Lauren McCluskey's tragic murder, the University of Utah was not genuinely concerned with improving campus safety.

3. Instead, the University of Utah was only concerned with creating the *perception* that it was addressing campus safety in an attempt to improve its public image and avoid additional criticism related to its police department and/or the murder.

4. Understanding that Mr. Chatman's transparent attempt to address campus safety issues would expose skeletons in its closet and subject it to further scrutiny, the University of Utah intentionally obstructed and interfered with Mr. Chatman's ability to perform his duties.

5. Indeed, the University of Utah received further scrutiny, criticism, and harm to its public image when Mr. Chatman commissioned an independent investigation indicating that University police officers had in fact distributed compromising images of Lauren McCluskey for prurient purposes unrelated to any legitimate law enforcement activity.

6. Moreover, the University of Utah used Mr. Chatman as a scapegoat to avoid scrutiny and potential harm to its public image arising from unfounded allegations that the University knew were false.

7. Rather than disputing the false allegations, the University of Utah intentionally created the perception that Mr. Chatman had done something wrong so that it could engage in a display intended to convince the public that it was providing an appropriate response to an allegation of police misconduct.

8. In its attempt to protect its public image, prevent further harm to its damaged reputation, and create positive public perception at any cost, the University of Utah violated the

Utah Protection of Public Employees Act and breached the employment contract that it had entered into with Mr. Chatman.

9. As a result, Mr. Chatman has suffered significant harm and damage, including but not limited to financial harm, dignitary harm, reputational harm, and emotional harm.

**PARTIES, JURISDICTION AND VENUE**

10. Plaintiff Rodney Chatman is and was at all times pertinent hereto a resident of Salt Lake County, State of Utah.

11. Defendant State of Utah (including the University of Utah) (“University”) is and was at all times pertinent hereto, a government entity as defined by Utah Code §63G-7-102(4) and a public university with its principal place of business in Salt Lake City, Salt Lake County, State of Utah, where it resides.

12. Upon information and belief, Defendants Jane/John Does are and were at all times pertinent hereto, employees and/or agents of the University of Utah and residents of Salt Lake County, State of Utah.

13. The injuries giving rise to the Complaint occurred in Salt Lake County, State of Utah.

14. This Court has jurisdiction over this matter pursuant to Utah Code §78A-5-102(2) and pursuant to Utah Code §67-21-4(1)(b)(ii)(A).

15. Venue is appropriate in this Court pursuant to Utah Code §78B-3-307 and pursuant to Utah Code §67-21-4(2).

16. Plaintiff has exhausted his administrative remedies.

17. Plaintiff has complied with the requirements of Utah Code §63G-7-401 *et seq.*

18. Plaintiff has filed an undertaking in the amount of \$300 as required by Utah Code §63G-7-601.

19. Plaintiff represents that he will post a bond in the amount determined by the Court as required by Utah Code § 78B-3-104.

#### **STATEMENT OF FACTS**

20. Plaintiff incorporates by this reference all previous paragraphs above as though fully set forth below.

21. On October 22, 2018, Melvin Rowland brutally murdered Lauren McCluskey on the University's campus despite her repeated pleas for help and protection from the University.

22. The University received significant negative attention from the media and from students as a result of the murder.

23. On or about October 30, 2018, the University commissioned an independent review of its actions in the Lauren McCluskey case to assess issues regarding campus safety.

24. The report arising from the independent review was issued on December 17, 2018 ("Nielson Report").

25. Among other things, the Nielson Report indicated that the University Department of Public Safety ("UUPS") was understaffed and did not have a sufficient number of police officers trained in the investigation of domestic violence cases; that UUPS needed to implement an effective training program dealing with interpersonal violence; that UUPS leadership needed to review current anti-domestic violence efforts and consider a wide range of programs and approaches to manage the issue; that UUPS should consider developing a specialized unit of highly trained officers to handle domestic violence cases; and that "there were shortcomings both systematically and individually."

26. After the Nielson Report was issued, and despite its conclusions, University of Utah President, Ruth Watkins (“President Watkins”), insisted that there was no “reason to believe this tragedy could’ve been prevented.”

27. On June 27, 2019, Lauren McCluskey’s parents filed a civil lawsuit in federal court against the University and its employees alleging, among other things, deliberate indifference under Title IX of the Education Amendments of 1972 20 U.S.C. §§1681 (“Title IX”) and various claims based on the Equal Protection Clause under 41 U.S.C. §1983.

28. Rather than terminating his employment or placing him on administrative leave amid rising criticism and public pressure, the University allowed its Chief of Police, Dale Brophy, to retire.

29. Chief Brophy continued to work and serve as the University’s Chief of Police until October 15, 2019.

30. The University sought to fill Chief Brophy’s position and indicated that applications would be due by November 1, 2019.

31. Among other duties, the position listing indicated that the Chief of Police was required to:

- a. improve the image of the University of Utah police department and the trust relationship between police and campus, particularly students; and
- b. improve the public and community perception of University of Utah law enforcement.

32. Mr. Chatman applied for the University of Utah Chief of Police position.

33. At the time, Mr. Chatman had more than 31 years of experience in law enforcement, experience that included being part of a family tradition and legacy in the

profession that included his father (federal officer), two of his brothers (one in the FBI), his brother-in-law (police officer) and his father-in-law (police chief).

34. At the time, Mr. Chatman was the Executive Director of Public Safety and Chief of Police at the University of Dayton in Ohio.

35. Mr. Chatman had family, friends and colleagues in Ohio.

36. Mr. Chatman had a home in Ohio that he owned free and clear of any mortgage or other obligation.

37. Mr. Chatman's wife, Angela Chatman, had begun a Certified Public Accountant program, and she had applied for admission to the University of Dayton School of Law.

38. On January 2, 2020, the University extended Mr. Chatman an offer "to serve as the University of Utah's Chief of Police."

39. Among other things, the offer indicated that Mr. Chatman would "be required to obtain certification through the Utah Peace Officer Standards and Training (POST) within one (1) year of the start of your employment at the University of Utah. We will assist in obtaining this certification to the extent we can."

40. Among other things, the offer indicated Mr. Chatman would "report directly to the Chief Safety Officer," that "overall safety on our campus [is] paramount," and that the University would commit "to work closely with you to make you successful as we move forward to make the University of Utah a safer campus for all."

41. Among other things, the offer indicated that Mr. Chatman's "start date will be February 17, 2020."

42. Mr. Chatman accepted the University's offer.

43. Mr. Chatman left his friends, family, colleagues, and home in Ohio and moved to Utah where he purchased a new home.

44. Likewise, when she moved to Utah with Mr. Chatman, Mrs. Chatman abandoned her Certified Public Accountant program and her plan to attend law school.

45. Mr. Chatman intended to work in Utah for 12 years as the University's Chief of Police and to retire thereafter.

46. Mr. Chatman's employment began on February 17, 2020 as required by his agreement with the University.

47. At that time, the University was still receiving bad press and heavy criticism associated with Lauren McCluskey's murder and campus safety issues.

48. While Mr. Chatman's paramount responsibility was to improve campus safety, the University showed by its actions, that its primary concern was its public image.

49. Rather than having a genuine concern for campus safety, the University merely wanted to *appear* concerned in an attempt to preserve its public image and avoid liability in the McCluskey litigation.

50. Indeed, immediately following Lauren McCluskey's death, the University hired a public relations consultant to help maintain and protect its image. In fact, the University spent more than \$60,000 on advice in that regard. Among other things, the consultants suggested that: "It would be prudent to review all of the campus safety measures so that we can share, in a non-defensive way, the lengths we go to protect our students, faculty and the entire university community."

51. One of Mr. Chatman's responsibilities as the University Chief of Police was to investigate the Lauren McCluskey matter, to identify potential problems in the way UUPS

handled the matter, to implement appropriate adjustments, and to terminate problematic officers if necessary.

52. By law, Mr. Chatman was required to review the University's practices from time to time to determine whether the University was complying with the requirements of Title IX and the Clery Act, both of which address safety in an educational context.

53. By law, Mr. Chatman was required to make a prompt investigation whenever information indicated a possible failure to comply with Title IX or the Clery Act.

54. Both Title IX and the Clery Act prohibit intimidatory or retaliatory acts directed towards individuals who exercise their responsibilities under Title IX and/or the Clery Act.

55. On or about March 3, 2020, Mr. Chatman communicated in good faith with, among others, his supervisor, Chief Safety Officer, Marlon C. Lynch ("Supervisor Lynch"), his concern regarding the University's possible Title IX violations and possible failures to comply with the Clery Act.

56. Among other things, Mr. Chatman expressed his concern that many sexual assaults occurring on the University's campus were likely going unreported.

57. Supervisor Lynch ultimately dismissed Mr. Chatman's concerns.

58. On or about April 24, 2020, NBC produced and aired a damning national "Dateline" story on the University and the McCluskey matter. Retiring Vice President of Student Affairs, Barbara Snyder, appeared on the program after receiving a full day of training from the University's public relations consultant in preparation. Nevertheless, the University received sharp public criticism after Ms. Snyder wished that "people could know how hard it's been" on the staff at the University of Utah to respond to the tragedy and to the blame.

59. Less than a month later, on or about May 17, 2020, the *Salt Lake Tribune* reported that University of Utah police officers had knowingly victimized Lauren McCluskey by distributing compromising images of her for prurient purposes unrelated to any investigation into Lauren's claim that Melvin Rowland, her murderer, had used the images to extort her.

60. While the University's Deputy Police Chief, Rick Mclenon ("Deputy Chief Mclenon"), had previously performed an internal investigation with regard to the matter, Mr. Chatman was concerned "with the thoroughness" of the investigation and ordered an independent external investigation by the Utah Department of Public Safety.

61. Deputy Chief Mclenon resigned before the Utah Department of Public Safety issued its report.

62. In July of 2020, University of Utah police officers became frustrated and angry when an expected wage increase (announced before Mr. Chatman began his employment) was frozen due to the Covid-19 pandemic.

63. Thereafter, the Fraternal Order of Police wrongfully blamed Mr. Chatman for failing to provide the wage increase, mischaracterized his investigation into the McCluskey photo scandal as a "witch hunt." and falsely claimed that Mr. Chatman was planning to disband the University of Utah police department.

64. Thereafter, Mr. Chatman participated in a townhall meeting in an attempt to resolve the misunderstandings that formed the basis of the grievances against him.

65. The atmosphere during the townhall meeting was contentious, and many participants verbally attacked Mr. Chatman in an aggressive manner.

66. On July 13, 2020, Mr. Chatman began the POST certification process.

67. On July 29, 2020, the Utah Department of Public Safety issued a report (“UDPS Report”) regarding its independent investigation into the McCluskey photo scandal.

68. The UDPS Report indicated that the University’s police officers had in fact distributed compromising images of Lauren McCluskey for prurient purposes unrelated to any legitimate law enforcement activity.

69. Mr. Chatman delivered the UDPS Report to President Watkins (through her Chief of Staff, Laura Snow) the same day it was issued, and he did not handle the report thereafter.

70. On or about August 5, 2020, the University’s Office of General Counsel redacted the UDPS Report, released the report, and notified several officers of their potential termination.

71. On August 6, 2020, Mr. Chatman fired several University of Utah police officers in connection with the role that they had played in the McCluskey photo scandal, largely for failing to report the misconduct when it first occurred and/or for participating and making inappropriate remarks after seeing the photos. Most importantly, Chief Chatman lost trust in the University because it had been less than forthright in its initial investigation.

72. On August 6, 2020, Mr. Chatman’s administrative assistant, Misty Wood, was terminated because her position was eliminated.

73. Mr. Chatman’s badge was found on a table in Ms. Wood’s office behind her desk as her office was being cleaned.

74. Prior to discovering the badge in Ms. Wood’s desk drawer, Mr. Chatman had not been in possession of the badge, and he had never worn the same.

75. Jeremy Jones is a private attorney who represented some of the former University of Utah police officers who had been fired in connection with the McCluskey photo scandal.

76. Mr. Jones also represented some of these same police officers in connection with individual claims asserted against them in the McCluskey litigation.

77. Through information and belief, Mr. Jones met with University officials and threatened to seek an investigation into allegations of criminal misconduct unless the University terminated Mr. Chatman and paid the officers he was representing \$10,000,000.

78. Despite having no evidence to support his claims, on or about August 7, 2020, Mr. Jones submitted a Complaint Form to the office of the Utah Attorney General, requesting an investigation against the University, against UUPS, and against Mr. Chatman, and demanding that responsible parties should be charged with a crime. (He later filed a formal Complaint with the District Court).

79. Among other things, Mr. Jones falsely accused Mr. Chatman to the Attorney General of:

- a. failing to apply for POST certification;
- b. releasing the UDPS Report on the McCluskey photo scandal in violation of the Government Records Access Management Act (“GRAMA”);
- c. wearing his police uniform on campus before receiving his POST certification; and
- d. wearing his badge and a gun on campus before receiving his POST certification.

80. In fact, Mr. Chatman had applied for POST certification on July 13, 2020, about a month before Mr. Jones’ complaint.

81. In fact, Mr. Chatman did not release the UDPS Report and did not otherwise violate GRAMA or engage in any conduct that is governed by GRAMA.

82. In fact, Mr. Chatman had never worn his uniform on campus or elsewhere, and he had never even removed the tags affixed to the uniform when it was purchased.

83. In fact, Mr. Chatman lawfully carried his University issued handgun for two days on or around August 10, 2020 (after Mr. Jones had contacted the attorney general) because he was concerned for his and his family's safety after observing the hostility, anger and extreme aggression exhibited by the officers he had investigated and terminated in connection with the McCluskey photo scandal.

84. Pursuant to the Law Enforcement Officers Safety Act ("LEOSA"), Mr. Chatman was permitted by law to carry a concealed firearm in any U.S. jurisdiction without obtaining a permit. In addition, Mr. Chatman was allowed to carry a concealed firearm based upon the University's Public Safety Policy.

85. Pursuant to Utah law, Mr. Chatman was permitted to carry a concealed firearm in his home, car and office (i.e., place of business).

86. Mr. Chatman never carried his University issued handgun, or any other firearm, outside of the police building, he never carried a firearm on campus, and he had not otherwise carried a firearm in public.

87. On August 11, 2020, Mr. Chatman attended a regular bi-weekly meeting with Supervisor Lynch.

88. While Mr. Chatman was wearing his badge on his belt under his suit coat during the meeting, the badge was not visible, and he was not wearing a uniform or carrying a firearm.

89. Supervisor Lynch told Mr. Chatman about the allegations Mr. Jones has asserted and instructed Mr. Chatman, for the first time, not to wear his badge or carry a firearm on campus.

90. Mr. Chatman immediately complied with Supervisor Lynch's instructions despite the fact that he was permitted by law to carry a concealed firearm. He did not wear a badge or carry a concealed firearm since that time, even in his own office.

91. On August 13, 2020, Executive Officer of UUPS, Keith Squires, interviewed Mr. Chatman and investigated Mr. Jones' claim that Mr. Chatman had been "impersonating a police officer."

92. Following the interview, Mr. Chatman was demoted from Chief of Police to "Director."

93. On September 3, 2020, University students participated in a protest on campus, where they expressed their continuing dissatisfaction with the University's weak efforts to improve campus safety, where they expressed their distrust of the University's administrators, and where they demanded change, including the resignation of President Watkins and the abolition of the University of Utah police department.

94. On September 22, 2020, Mr. Chatman participated in a commemorative event recognizing the hiring of police officers.

95. The University openly supported the event; Supervisor Lynch participated and provided remarks; POST contributed by sending recorded remarks from its leadership.

96. The event was ceremonial and was intended to build morale and welcome new officers to the department.

97. Nobody questioned Mr. Chatman's ability to participate in the event, and he was in fact encouraged to participate.

98. Chatman never "swore" in any officers and never used any language suggesting that he had authority to do so at the event or otherwise.

99. Indeed, police officers in Utah are not “sworn in.” Rather, in order to become an official member of the police force, a candidate must fill out and sign a document during the onboarding process with the Human Resources Department.

100. Two days later, on September 24, 2020, Supervisor Lynch delivered a “Memorandum of Expectations” to Mr. Chatman.

101. The Memorandum of Expectations:

- a. indicated that Mr. Chatman would be promoted from “Director” to “Chief of Police” after he received his POST certification;
- b. falsely indicated that prior to August 7, 2020, Supervisor Lynch had instructed Mr. Chatman not to wear his badge or carry his gun;
- c. falsely indicated that Mr. Chatman had asked POST about wearing his badge and his gun when Chatman had in fact only asked about wearing his uniform (which, on the advice of POST, he never wore);
- d. repeated false allegations suggesting that Mr. Chatman had committed a crime by impersonating a police officer;
- e. indicated that “no negative consequences” would flow from the Memorandum of Expectations and confirmed that such was not “a disciplinary or adverse action.”

102. The Memorandum of Expectations did not mention anything about the commemorative event recognizing public safety personnel that had occurred two days earlier.

103. While the Memorandum of Expectations recognized that Mr. Chatman had “made substantial progress in changing the operations and culture of the University of Utah Police Department,” the University was concerned that the allegations against Mr. Chatman “could

significantly erode the trust and perception of professionalism both within and outside of the Police Department and reduce [his] capacity to effect change.”

104. As a result of Mr. Jones’ unfounded and false accusations, the Utah Attorney General’s office initiated an investigation into Mr. Chatman to determine, among others, if he had been “impersonating a police officer.”

105. On or about October 22, 2020, (the second anniversary of Lauren McCluskey’s murder), the University acknowledged that “it did not handle Lauren’s case as it should have” and agreed to settle the McCluskey litigation for \$13,500,000.

106. On October 26, 2020, less than a year after his employment with the University had begun, Mr. Chatman received his POST certification.

107. Following his POST certification, Mr. Chatman’s title of Chief of Police was not restored as promised in the Memorandum of Expectations.

108. Following his POST certification, Mr. Chatman diligently attempted on numerous occasions to address the systemic and individual shortcomings identified in the Neilson Report; to comply with the requirements of Title IX and the Clery Act; to perform the duties required in light of his position; and to comply with the terms of his employment contract with the University, which specifically indicated that campus safety was “paramount” and imposed a directive to “make the University of Utah a safer campus for all.”

109. However, the University thwarted Mr. Chatman’s efforts to take remedial action because such would have required the University to admit, among other things, that the University had systemic problems, that the University was likely not in compliance with Title IX, that the University was likely not in compliance with the Clery Act and that, contrary to its

public representations throughout the McCluskey litigation, the University had not resolved serious campus safety issues nor was it taking steps to do so.

110. Instead of having any genuine concern for campus safety, the University was only concerned with creating the *perception* that it was addressing campus safety issues in an attempt to improve its public image and avoid additional criticism.

111. In December of 2020, Mr. Chatman lobbied Supervisor Lynch to conduct a University-wide debriefing on the McCluskey matter and the mistakes associated therewith. He requested a department-wide debrief, the results of which would be made public, and that members of the community participate.

112. Despite the fact that the proposed debriefing was consistent with standard police procedure, Supervisor Lynch unequivocally refused to permit it.

113. In December of 2020, Mr. Chatman lobbied the University to participate in a “Public Safety Committee” consisting of students, faculty and staff committed to working in partnership with the University police department to improve campus safety, foster community relationships, build trust and begin to repair the damaged public perception of the police department.

114. In December of 2020, Mr. Chatman warned Supervisor Lynch and other University officials that their reporting procedure was inadequate, that the University was at risk of being audited, and that the University could face potential exposure and heavy fines for violating Title IX and the Clery Act.

115. Supervisor Lynch and the other University officials rejected Mr. Chatman’s concerns, dismissed his warnings, and took no action.

116. Following his attempt to have a de-briefing on McClusky and to address other campus safety issues, Mr. Chatman was asked to meet with Chris Nelson (Communications Director), William Warren (Marketing and Communications Officer), Jason Perry (Vice President of Government Relations), Cathy Anderson (CFO) and Marlon Lynch (Chief Safety Officer) on December 10, 2020.

117. During the meeting, those in attendance admitted that Mr. Chatman had done nothing wrong, but still claimed that he could not prevail in a POST investigation and that he could not keep his job unless he prevailed in a POST investigation.

118. However, Mr. Chatman had never received notice of any POST investigation, and POST was not in fact performing an investigation.

119. In fact, Nick Street, who was a spokesperson for POST, publicly stated that there was no POST investigation and never had been.

120. Nevertheless, the University put Mr. Chatman on administrative leave on the spurious claim that he might not prevail in a non-existent investigation.

121. And, the University threatened to terminate Mr. Chatman and impugn his reputation unless he resigned and signed a settlement agreement on or before December 31, 2020.

122. On or about December 17, 2020, Mr. Jones approached the media, told them that Mr. Chatman had been placed on administrative leave, and repeated his unfounded and false accusations against Mr. Chatman.

123. On or about December 18, 2020, University Communications Director, Chris Nelson, confirmed that Mr. Chatman had been placed on administrative leave.

124. Mr. Nelson refused to explain why Mr. Chatman had been placed on administrative leave but indicated that Mr. Chatman was being investigated by a “number of agencies,” that he had been accused of “criminal offenses, which could adversely impact his POST certification” and that this was “a serious matter.” His statements characterized Mr. Chatman as a bad actor, a characterization which resulted in numerous failed professional opportunities for Mr. Chatman.

125. Mr. Nelson made these public statements on the University’s behalf despite knowing that Mr. Chatman had already received his POST certification and despite admitting behind closed doors that Mr. Chatman had done nothing wrong.

126. Mr. Nelson made these public statements on the University’s behalf despite knowing that the University had agreed to give Mr. Chatman 21 days to consider its settlement offer and despite knowing that the 21-day period had not yet expired.

127. In a prepared statement, Mr. Jones indicated that “My office suspects that the University has since recognized that this problem would be made public and has placed Mr. Chatman on leave in an attempt to save face.”

128. In fact, the University used Mr. Chatman as a scapegoat to avoid further criticism and bad press relating to the McCluskey matter and to maintain momentum with regard to the positive public perception that it had created by settling the McCluskey matter.

129. Rather than disputing Mr. Jones’ false claims, the University created the perception that Mr. Chatman had done something wrong so that it could engage in a display intended to convince the public that it was providing an appropriate response to allegations of police misconduct.

130. The University knew that Mr. Chatman had not committed any crimes and that he had not otherwise done anything wrong.

131. The University knew that Mr. Chatman had applied for POST certification and that he had in fact received his POST certification.

132. The University knew that Mr. Chatman did not release the UDPS Report or otherwise violate GRAMA.

133. The University knew that Mr. Chatman had never worn his police uniform on campus or otherwise.

134. The University knew that Mr. Chatman had never worn his badge prior to August 6, 2020, and that he had otherwise never worn it outside of the police building or in a manner that was illegal or otherwise inappropriate.

135. The University knew that Mr. Chatman was permitted by law to carry a firearm on campus, that he had only carried his University issued handgun in the police building for two days in August of 2020 and that he had never carried or used a firearm in a manner that was illegal or otherwise inappropriate.

136. The University knew that Mr. Chatman had not “sworn in” any police officers into the force and that he had not engaged in any conduct that was illegal or otherwise inappropriate at the commemorative event for public safety personnel.

137. The University knew that Mr. Chatman had not impersonated a police officer.

138. Nevertheless, the University suggested that Mr. Chatman had committed criminal offenses and that he could be in serious trouble.

139. The University suggested that Mr. Chatman had committed criminal offenses despite acknowledging that “personnel matters are usually kept private.”

140. Despite deceiving the public and creating a false impression with regard to Mr. Chatman, the University claimed that it was acting “in the interest of transparency” and attempting to earn “the trust of our campus community”—hollow claims when compared to what the University was actually doing.

141. The statements made by Mr. Jones and Mr. Nelson flooded the internet and were reported by local, national, and even the international press.

142. Reporters called Mr. Chatman and harassed him at his home by, among other things, conducting a live broadcast televised from the street in front of his home.

143. This publicity was embarrassing and harmed Mr. Chatman’s impeccable personal and professional reputation.

144. Mr. Chatman did not resign on or before December 31, 2020 as demanded by the University, but resigned on August 31, 2021.

145. The University did not terminate Mr. Chatman on December 31, 2020; rather, the University kept Mr. Chatman on administrative leave.

146. As a result, Mr. Chatman has been unable to serve and, until recently, had had experienced difficulties finding a new job.

147. On January 6, 2021, Mr. Chatman filed a complaint seeking administrative review for alleged violations of the Utah Protection of Public Employees Act.

148. On January 12, 2021, President Watkins announced her resignation.

149. On January 28, 2021, NBC updated its damning “Dateline” story on the University and the Laruen McCluskey matter.

150. On February 2, 2012, Supervisor Lynch announced his resignation.

151. On March 18, 2021, Senior Vice President for Academic Affairs, Daniel A. Reed, issued a final decision denying Mr. Chatman's claim under the Utah Protection of Public Employees Act after finding that the University had not violated the Act.

152. On June 1, 2021, Salt Lake County District Attorney, Sim Gill, sent a letter ("Declination Letter") to the University indicating that it had declined to charge Mr. Chatman with any of the crimes Mr. Jones had accused him of committing.

153. The Salt Lake County District Attorney's office conducted the investigation and issued the letter because the Utah Attorney General's office determined that it had a conflict of interest.

154. Among other things, the Declination Letter indicated that "insufficient evidence exists upon which to file any charges against Chief Chatman for impersonating a Peace Officer or other related offenses."

155. Among other things, the Declination Letter indicated that Mr. Chatman "met the definition of a peace officer," and that he never acted "with an intent to deceive or defraud."

156. In fact, the Declination Letter indicated that "on several occasions Chief Chatman refrained from engaging in actions in a manner that could have caused others to believe he was a certified law enforcement officer."

157. Despite knowing that Mr. Chatman had been cleared of the charges, the University intentionally did not restore Mr. Chatman's title of Chief of Police and kept him on administrative leave.

158. In fact, the University fears that Mr. Chatman's transparent attempt to address campus safety issues will expose skeletons in the University's closet that will subject it to further scrutiny.

159. Indeed, as set forth above, the University has no genuine concern for campus safety. Instead, the University is merely concerned with its public image and with creating the *perception* that it takes campus safety seriously.

**FIRST CAUSE OF ACTION**  
**(Violation of the Utah Protection of Public Employees Act)**

160. Plaintiff incorporates by the reference all previous paragraphs above as though fully set forth below.

161. The University was Mr. Chatman's employer

162. The University threatened Mr. Chatman and discriminated against him in a manner that affected his employment, including but not limited to terms, conditions, locations, rights, immunities, promotions, and privileges.

163. Among other things, the University threatened to terminate Mr. Chatman, demoted him, and put him on indefinite and apparently permanent administrative leave.

164. The University otherwise took adverse action against Mr. Chatman.

165. The University took adverse action against Mr. Chatman because he communicated in good faith a violation or suspected violation of a law, rule, or regulation adopted under the law of this state, a political subdivision of this state, or a recognized entity of the United States, including but not limited to violations of Title IX and the Clery Act.

166. The University took adverse action against Mr. Chatman because he communicated in good faith gross mismanagement as it relates to the University. Among other things, Mr. Chatman communicated acts and failures to act with respect to responsibilities, which caused significant harm to the mission of the University, including but not limited to the failure to take action necessary to address the "paramount" mission of campus safety.

167. The University exercised its power in an arbitrary and capricious manner that adversely affected Mr. Chatman's employment rights and resulted in personal gain to the University and/or to others. Among other things, despite knowing that Mr. Chatman had done nothing wrong, the University arbitrarily and capriciously demoted him, placed him on administrative leave, threatened to harm his reputation, and made him a scapegoat to avoid scrutiny and further harm to its fragile image. Furthermore, the University continued to take adverse action and/or took additional adverse action against Mr. Chatman when he communicated in good faith the abuse of authority that affected his employment rights and resulted in personal gain to the University and others.

168. The University improperly disclosed information and otherwise used its official position in an attempt to secure special privileges or exemptions for itself and/or for others. Among other things, the University improperly disclosed information and otherwise used its official position in an attempt to scapegoat Mr. Chatman, to avoid scrutiny and to secure a positive public perception and image. Furthermore, the University continued to take adverse action and/or took additional adverse action against Mr. Chatman when he communicated in good faith the unethical conduct at issue.

169. Mr. Chatman formally communicated in good faith the conduct at issue to officials of the University.

170. Mr. Chatman otherwise communicated the conduct at issue as defined in Utah Code §67-21-2(3).

171. The University took adverse action against Mr. Chatman because he participated or gave information in an investigation, or other inquiry, or other form of administrative review held by the public body, including but not limited to the investigation into the McCluskey photo

scandal that resulted in the UDPS Report, the other inquiries into campus safety issues at the University, and the proceedings whereby Mr. Chatman sought administrative review relating to the University's conduct.

172. The University took adverse action against Mr. Chatman because he objected or refused to carry out a directive that he reasonably believed was a violation of law. Among other things, Mr. Chatman refused to consciously acquiesce when he suspected violations of Title IX and the Clery Act because doing so would result in additional violations of Title IX and the Clery Act and expose the University to liability associated therewith. Additionally, following the University's directive would have exposed Mr. Chatman to personal liability for, among other things, conscious acquiescence in sexual harassment in violation of the Equal Protection Clause of the U.S. Constitution and various provisions set forth in the Utah Constitution.

173. The University of Utah otherwise violated the Utah Protection of Public Employees Act and otherwise took adverse action against Mr. Chatman for reasons that violate clear and substantial public policy, including but not limited to a policy that prohibits the University from attempting to induce Mr. Chatman to resign or from otherwise taking adverse action based on criminal accusations that the University knew to be false.

174. Mr. Chatman suffered general and special damages for injury and loss caused by each violation of the Utah Protection of Public Employees Act.

175. Among other things, Mr. Chatman suffered financial harm, dignitary harm, reputational harm, and emotional harm, including but not limited to embarrassment, mental anguish and emotional distress.

176. Mr. Chatman has incurred substantial psychological counseling costs for his emotional well-being as well as significant attorney's fees, as a result of the actions of the University.

177. Mr. Chatman has incurred litigation costs and attorney fees as a result of each violation of the Utah Protection of Public Employees Act.

178. Mr. Chatman expects to incur witness fees as the litigation proceeds.

179. Civil fines are appropriate pursuant to Utah Code §67-21-6.

180. The conduct of the University and its employees was the result of willful and malicious or intentionally fraudulent conduct or conduct that manifests a knowing and reckless indifference toward, and disregard of, Mr. Chatman's rights.

181. The University and its employees intentionally acted or failed to act, without just cause or excuse, and were aware that their conduct would probably result in injury.

182. The University is vicariously liable for the conduct of its employees and/or agents.

183. Knowledge that University employees and/or agents obtained within the scope of their employment is imputed to the University and the University is independently liable for action that it took or failed to take in light of such knowledge.

**SECOND CAUSE OF ACTION**  
**(Breach of Contract)**

184. Plaintiff incorporates by the reference all previous paragraphs above as though fully set forth below.

185. Mr. Chatman accepted the University's offer of employment.

186. The University undertook additional duties beyond its normal statutory obligations to Mr. Chatman.

187. Mr. Chatman and the University had an employment contract.

188. Mr. Chatman and the University otherwise had an implied contract.

189. Mr. Chatman obtained certification through the Utah Peace Officer Standards and Training within one year of the start of his employment and otherwise performed all his obligations under the employment contract and/or the implied contract.

190. The University breached the contract when it deprived Mr. Chatman of the title “Chief of Police” and demoted him to “Director.”

191. The University breached the contract when it failed to assist Mr. Chatman in obtaining his POST certification to the extent that it could.

192. The University breached the contract when it failed to partner with Mr. Chatman in every way possible to foster the advancement of the University.

193. The University breached the contract when it failed to “update” Mr. Chatman’s position title to Chief of Police after he obtained his POST certification.

194. The University breached the implied duty of good faith and fair dealing when it obstructed and otherwise interfered with Mr. Chatman’s ability to obtain POST certification.

195. The University breached the implied duty of good faith and fair dealing when it obstructed and interfered with Mr. Chatman’s ability to promote campus safety and otherwise perform his duties under the contract.

196. The University breached the implied duty of good faith and fair dealing when it put Mr. Chatman on administrative leave and otherwise obstructed and interfered with his ability to serve as the University of Utah’s Chief of Police.

197. The University otherwise breached the implied duty of good faith and fair dealing when it obstructed and interfered with Mr. Chatman's ability to perform the duties associated with his employment.

198. Mr. Chatman sustained and will continue to sustain general damages and consequential damages as a result of the University's breaches.

199. Among other things, Mr. Chatman suffered financial harm.

200. Mr. Chatman also incurred significant psychological counseling costs as well as significant attorney's fees as a result of the actions of the University.

201. Among other things, Mr. Chatman has had to search for suitable employment and he will need to sell his home and move out of state in order to begin new employment.

202. Employment contracts are frequently created to provide peace of mind for employees and those who rely on the financial support of employees.

203. Damages for mental anguish, inconvenience, dignitary harm and reputational harm were foreseeable based on the nature of the contract and the reasonable expectations of the parties.

204. The conduct of the University and its employees was the result of willful and malicious or intentionally fraudulent conduct or conduct that manifests a knowing and reckless indifference toward, and disregard of, Mr. Chatman's rights.

205. The University and its employees intentionally acted or failed to act, without just cause or excuse, and were aware that their conduct would probably result in injury.

206. The University is vicariously liable for the conduct of its employees and/or agents.

207. Knowledge that University employees and/or agents obtained within the scope of their employment is imputed to the University and the University is independently liable for action that it took or failed to take in light of such knowledge.

WHEREFORE, Plaintiff requests the following relief:

1. For his First Cause of Action, Plaintiff seeks judgment against the University for \$1.25 million, an amount in excess of the minimum jurisdictional amount for, among other things, financial harm, dignitary harm, reputational harm, and emotional harm, including but not limited to embarrassment, mental anguish and emotional distress, and other special and general damages; for punitive damages; for civil fines; for permission to amend this Complaint and to add parties and causes of action at a later date consistent with evidence adduced through discovery; for prejudgment interest, for post judgment interest, for the costs of this suit, including attorney fees and witness fees, and for such further relief as the Court deems appropriate.

2. For his Second Cause of Action, Plaintiff seeks judgment against the University for \$1.25 million, an amount in excess of the minimum jurisdictional amount for, among other things, financial harm, dignitary harm, reputational harm, and emotional harm, including but not limited to embarrassment, mental anguish and emotional distress, and other consequential and general damages; for punitive damages; for permission to amend this Complaint and to add parties and causes of action at a later date consistent with evidence adduced through discovery; for prejudgment interest, for post judgment interest, for the costs of this suit, including attorney fees and witness fees, and for such further relief as the Court deems appropriate.

**JURY DEMAND**

Pursuant to Rule 38 of the Utah Rules of Civil Procedure, Plaintiff has tendered the statutory jury fee and demands a trial by jury for all of the issues that can be tried by a jury.

DATED this 30th day of August 2021.

**McConkie Collinwood Adams**

/s/ Kathleen McConkie

Kathleen McConkie

Dean Collinwood

**CERTIFICATE OF MAILING**

I certify that on August 30, 2021, I emailed a true and correct copy of the foregoing Complaint to Phyliss Vetter, University General Counsel and Vice President.

/s/ Dean Collinwood