

IN THE CHANCERY COURT FOR CHATTANOOGA, TENNESSEE

MATT ROGERS,
PHIL GRUBB, TY COOPER,
SCOTT CRIDER, VINCENT
HOLOMAN, LEE WOLFF,
ALEJANDRO LOPEZ,
TERRY TOPPING, MIKE SMITH,
DAVID ASHLEY, MICHAEL HART,
CHARLES POLAND

Plaintiffs,

v.

CITY OF CHATTANOOGA

Defendant.

JURY DEMAND

No. 12-0778

COMPLAINT

Come the Plaintiffs, Matt Rogers, Phil Grubb, Ty Cooper, Scott Crider, Vincent Holoman, Lee Wolff, Alejandro Lopez, Terry Topping, Mike Smith, David Ashley, Michael Hart, and Charles Poland (hereinafter, "Plaintiffs"), by and through their attorneys, and sue the Defendant, the City of Chattanooga (hereinafter, "Defendant"), for damages in the amounts set forth hereinafter and for their causes of action state the following:

1. Plaintiffs are citizens and residents of the State of Tennessee.

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2. Defendant is a municipal corporation existing pursuant to the laws of the State of Tennessee.

3. This is a civil action for specific performance and monetary damages resulting from the implementation of the Career Development Program (hereinafter, Program) by Defendant within the Chattanooga Police Department.

4. The Program's goal was not only to further the education of Chattanooga's police officers, but also to increase their pay by providing economic incentives in the form of incremental salary increases for the completion of outside education and training not otherwise provided by Defendant. Upon completion of specified amounts of outside education and training, officers were promoted starting at level P1, rising up to level P4, which is also known as Master Patrolman. Each of these plaintiffs is a Master Patrolman.

5. As a direct result of Defendant's implementation of the Program and, more specifically, Defendant's failure to allocate sufficient moneys to run the Program, a pay disparity exists among the Master Patrolmen. Plaintiffs, who are long-time Master Patrolmen, are earning less money than recently promoted Master Patrolmen who have essentially the same training and less experience. Other Plaintiffs, who have been recently promoted to the level of Master Patrolmen, have been arbitrarily denied their Master Patrolmen raises, creating further disparity in salary among the P4 officers. There is no rhyme or reason to the Defendant's policy.

6. The Chattanooga Police Department and Police Chief Bobby Dodd are aware of these pay disparities and have been working diligently to help those police officers who have been affected. On information and belief, Police Chief Bobby Dodd has brought this issue of the disparity in salaries resulting from the implementation of the Program to the attention of the mayor of Chattanooga and the city administration. The mayor of Chattanooga and the city administration either fail to understand the issue or are willfully ignoring the issue to the detriment of Plaintiffs and Chattanooga's police force. Furthermore, the Mayor has recently frozen all monies set aside for salary increases making the pay disparity issue exponentially worse.

7. Chapter 2 Article 3 Section 2-137(b)(2) of the Chattanooga City Code provides that "Just and equitable incentives and conditions of employment shall be established and maintained." This same section provides that it is intended to be enforceable against the Defendant. Accordingly, this code section is an implied term and condition of each of the Plaintiffs' employment contracts with the Defendant.

8. By having failed to address the pay disparity, Defendant has breached an essential term and condition of the Plaintiffs' employment and, as a result of Defendant's breach, Plaintiffs have suffered a loss of income and have been treated inequitably and unfairly relative to their fellow officers.

9. Subject to the approval of the Court, Plaintiffs respectfully reserve the right to amend their Complaint to plead additional facts, causes of action which may become

known during this case.

Count I

10. Chapter 2 Article 3 Section 2-137(b)(2) of the Chattanooga City Code is an essential term and condition of the Defendant's contract with the Plaintiffs.

11. Defendant has breached its contract with Plaintiffs by failing to maintain "just and equitable incentives and conditions of employment."

12. As a direct result of Defendant's breach of contract, Plaintiffs have been injured in an amount to be proven at trial.

Count II

13. Chapter 2 Article 3 Section 2-137(b)(2) of the Chattanooga City Code is an essential term and condition of the Defendant's contract with the Plaintiffs and also is enforceable by its own means.

14. Defendant has violated the Chattanooga City Code by failing to maintain "just and equitable incentives and conditions."

15. As a direct result of Defendant's failure to follow the Chattanooga City Code, Plaintiffs have been injured in an amount to be proven at trial.

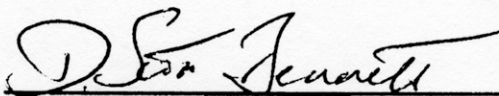
WHEREFORE, PREMISES CONSIDERED, Plaintiffs ask this Honorable Court for relief as follows:

1. That process be issued against Defendant requiring Defendant to answer as provided by law;

2. For a jury to try the causes of action joined for trial;
3. For Plaintiffs' pay and pension status to be appropriately adjusted to Plaintiffs' positions as Master Patrolmen;
4. That Defendant be required pay Plaintiffs back pay retroactively to the date that they received Master Patrolmen status; and
5. For the costs of this action, discretionary costs of this action, prejudgment interest, post-judgment interest and for such further relief that the Court deems equitable.

Respectfully submitted,

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