

1
2 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
3
4 THIRD JUDICIAL DISTRICT AT ANCHORAGE

5 AMY DEMBOSKI,

6
7 Plaintiff,

8 vs.

9 MUNICIPALITY OF ANCHORAGE,
10 MAYOR DAVID BRONSON IN HIS
11 OFFICIAL CAPACITY, JOHN DOE 1,
and JOHN DOE 2

12 Defendants.

FILED in the Trial Courts
State of Alaska Third District

SEP 01 2023

Clerk of the Trial Courts
By _____ Deputy

Case No. 3AN-23-08132 CI

14 **COMPLAINT**

15 Plaintiff Amy Demboski, by and through counsel, Cashion Gilmore & Lindemuth,
16 brings this complaint and alleges the following against Defendants the Municipality of
17 Anchorage ("MOA"); Mayor David Bronson; and other persons responsible for unlawfully
18 terminating the employment of Ms. Demboski.
19

20 **I. The Parties**

21
22 1. Plaintiff, Amy Demboski is an individual residing in Alaska and a former
23 employee of the MOA, having served as municipal manager for Mayor Bronson.

24 2. Defendant, the MOA is a home rule municipality within the State of Alaska.

25 3. Defendant, David "Dave" Bronson is the current Mayor of the MOA, a
26 resident of Alaska, and is named in his official capacity.

1 4. On information and belief, additional persons responsible and involved in
2 this matter may exist and will be named as they are identified.

3
4 **II. Jurisdiction and Venue**

5 5. The Anchorage Superior Court has jurisdiction over this matter pursuant
6 to AS 22.10.020 and AMC 3.75.050.A.

7 6. This court has personal jurisdiction over the Defendants pursuant to AS
8 9.05.015.

9
10 7. Venue is proper in the Third Judicial District pursuant to Alaska Rule of
11 Civil Procedure 3(c) and (d) as the Defendants may be personally served there, the
12 events giving rise to this action occurred there, and a trial in the Third Judicial District
13 best serves the convenience of the parties and likely witnesses to this action.

14
15 **III. Factual Background**

16 8. After taking office on July 1, 2021, Mayor Bronson hired Ms. Demboski to
17 serve as Municipal Manager for MOA. In this role she was generally responsible to the
18 mayor for overall municipal administrative policy, public safety, and operations of the
19 municipality pursuant to Anchorage Charter section 5.03 and Anchorage Municipal
20 Code section 3.20.045. Neither Bronson, nor the MOA ever disciplined or negatively
21 reviewed Ms. Demboski's performance as Manager.

22
23
24 9. Ms. Demboski served the MOA in many ways and was the individual most
25 responsible for guiding the Bronson Administration's priorities while attempting to ensure
26 compliance with the law.

1 10. Ms. Demboski had almost immediate challenges compelling Mayor
2 Bronson and certain staff to comply with the municipal code and the Charter in
3 performing their work. Their wanton disregard and disdain for following law and
4 propriety presented daily problems.
5

6 11. And, at some point in 2022, roughly around October, Ms. Demboski began
7 to believe that she could not, despite her best efforts, prevent the Bronson
8 Administration from committing additional unethical and unlawful acts. However, she
9 continued in her attempts to do so up until Mayor Bronson terminated her in retaliation
10 for those efforts.
11

12 **A. Unlawful termination of fluoridation of Anchorage's water supply**
13

14 12. Ms. Demboski routinely was forced to block or undo actions taken by
15 Bronson which were, or would lead to, unlawful outcomes. One example took place on
16 or about October 1, 2021, when Bronson ordered Anchorage Water and Wastewater
17 Utility staff to remove Fluoride from the MOA's water system.
18

19 13. Ms. Demboski knew that if not reversed Bronson's order was in direct
20 violation of AMC 26.40.040, and accordingly she countermanded Bronson's order by
21 having the fluoridation restored immediately after learning of it.
22

23 **B. Unlawful Delegation of Authority**

24 14. Municipal Charter grants the Municipal Manager (formerly Ms. Demboski)
25 the authority to administer government. It had always been the interpretation that
26 contracting authority is inherent in the administration of government and under the direct
authority of the Manager.

1 15. Nevertheless, on or about July 2, 2021 Mayor Bronson granted the
2 Purchasing Director (Rachelle Alger) unlimited contracting authority in an apparent effort
3 to avoid Ms. Demboski's legal authority and review of contracts. Neither Ms. Demboski,
4 nor the MOA Department of Law approved of this change. After legal review by the
5 Department of Law on October 18, 2022, Mayor Bronson was forced to rescind the
6 delegation as outside of his authority.
7

8
9 **C. Unlawful Contracting**

10 16. No bid contracts of \$30,000 or more, and all lobbyist contracts, required
11 approval of the MOA Assembly. Bronson personally directed and/or delegated the
12 signing of numerous sole source contracts exceeding \$30,000 without approval of the
13 Assembly. Ms. Demboski was intentionally circumvented on these contracts.
14

15 17. MOA employees had brought numerous contracts to Ms. Demboski that
16 were executed in violation of municipal code; thus, Ms. Demboski attempted to evaluate
17 how pervasive the contracting issue was by requesting copies of all executed contracts
18 and contract amendments between July 2, 2021 and October 18, 2022 in an email dated
19 October 18, 2022 to the Chief Fiscal Officer, Grant Yutrzenka and cc'd to the Purchasing
20 Director Rachelle Alger, Acting Municipal Attorney Blair Christensen, and Chief of Staff
21 Adam Trombley. That request for information was never fulfilled.
22

23 18. By the end of 2022, Mayor Bronson had ordered execution of three
24 consecutive sole source contracts of \$29,500 each with BSI, a company owned in part
25 by Larry Baker, in order to pay for Baker's service as Bronson's "Senior Policy Advisor".
26 These contracts were made without Ms. Demboski's review, and after they were

1 discovered it was found there were only three-day breaks between them, and they were
2 part of a disingenuous scheme to avoid Assembly oversight and approval.

3
4 19. One possible motivation for Mr. Baker to be a contractor rather than simply
5 be hired by the MOA is that he could be collecting retirement payments through the
6 Public Employee Retirement System ("PERS") system while "double dipping" and
7 receiving payments from the MOA as a private contractor.
8

9 20. Additionally, the contracts for Mr. Baker had the indemnification clause
10 removed without the knowledge and advice of Ms. Demboski and members of the
11 Department of Law, meaning that MOA was financially responsible for any damages
12 from claims arising out of Mr. Baker's work for the MOA. This removal was a rare, if not
13 unprecedented, concession for MOA to make to a contractor. The municipal attorney
14 who signed off on the contracts stated that she was never shown that the clause had
15 been removed.
16
17

18 21. In July of 2023, Mr. Baker was again secretly hired by Bronson on an MOA
19 contract for \$29,500. And once again, the indemnification clause was removed. The
20 Assembly was not informed of this contract and did not approve it.
21

22 **D. Improper Retaliatory Termination**

23 22. In August of 2021, a significant Request for Proposal ("RFP"), related to
24 services at the Sullivan Arena, was put out by MOA, with two responsive bidders. The
25 RFP panel was chaired by an MOA employee Shawn Hays in the relevant division.
26

1 23. John Morse, a close associate of Mayor Bronson, who was also a friend
2 of Lisa Sauder, Executive Director of Beans Cafe and one of the two bidders for the
3 RFP, cornered Ms. Hays and asked her to "swing" this contract to Beans Cafe.
4

5 24. It was reported to Ms. Demboski that Ms. Hays was very uncomfortable
6 with this incident and Ms. Hays reported it to several MOA employees, including her
7 immediate supervisor in charge of Mass Care at the Sullivan Arena, Purchasing Director
8 Rachelle Alger, and the Department of Law.
9

10 25. The contract was eventually awarded, and Ms. Sauder's organization, the
11 friend of Mr. Morse, did not receive it.
12

13 26. Mr. Morse complained to Mayor Bronson about Ms. Hays who chaired the
14 RFP panel and Mayor Bronson had her terminated.

15 27. Typically, such an employment decision goes through Ms. Demboski as
16 Municipal Manager, but this one did not. Ms. Demboski discovered the termination days
17 later and, knowing the unlawful basis for it, objected to Mayor Bronson directly.
18

19 28. Mayor Bronson subsequently acknowledged that Mr. Morse requested the
20 termination and so Mayor Bronson personally contacted Human Resources Director Niki
21 Tshibaka directly to arrange the termination of Ms. Hays.
22

23 29. Ms. Demboski told Mayor Bronson she believed that his firing of Ms. Hays
24 was clearly improper and unlawful retaliation. She also informed Mayor Bronson that
25 she was displeased he had terminated Ms. Hays without her advice and input, nor that
26 of Ms. Hays' immediate supervisor.

1 **E. Unlawfully directing work on Navigation Center without Assembly**
2 **authorization**

3
4 30. Mayor Bronson and his advisor, Mr. Baker, directly communicated with
5 Saxton Shearer, the Maintenance and Operations Director about the proposed
6 "Navigation Center" Mayor Bronson wished to build. In doing so, Mayor Bronson ignored
7 the chain of command in his Administration.
8

9 31. Mayor Bronson intentionally circumvented Ms. Demboski, Adam Trombley
10 (who at the time was the Director of Community and Economic Development), and
11 Lance Wilber, the Public Works Director.
12

13 32. Mayor Bronson directly communicated with Mr. Shearer in order to get the
14 Navigation Center "done" as soon as possible.

15 33. Mayor Bronson was heard to say on several occasions "we need to get
16 the concrete poured by October (2022)," "we can't wait," "we can't stop once the pour is
17 started," and multiple other references that Ms. Demboski heard Mr. Shearer mimic
18 nearly verbatim.
19

20 34. Ms. Demboski became frustrated about Mayor Bronson's comments about
21 the project which seemed to be made absent any understanding of permitting,
22 Anchorage Municipal Code, and proper process. So, she pulled together all relevant
23 stakeholders including the Office of Management and Budget staff, Trombley, Shearer,
24 Ms. Demboski, and others so the Mayor could understand the proper process.
25
26 Nevertheless, he ordered Mr. Shearer to proceed.

1 35. Mr. Shearer signed the work orders for Roger Hickel Construction to
2 perform the unauthorized work on the Navigation Center, but his unlawful actions were
3 taken under the specific direction and pressure from Mayor Bronson and Mr. Baker.
4

5 36. Mayor Bronson communicated to several people that he knew he was
6 operating in violation of Code by starting construction without Assembly approval.
7 Mayor Bronson also communicated that Mr. Shearer would be the one to "take the fall"
8 for the decision because he had signed the work orders.
9

10 37. Mr. Baker was photographed and recorded overseeing preparations for
11 the pouring of concrete for the Navigations Center on behalf of Mayor Bronson.
12

13 38. On or about September 2022, Ms. Demboski first discovered that
14 unauthorized work was being performed on the Navigation Center site. Within 24 hours
15 she put a contract amendment for the work already underway by Roger Hickel
16 Construction on the Assembly's agenda for proper consideration.
17

18 39. On or about October 25, 2022, the Assembly rejected the contract
19 amendment. Nevertheless, Mayor Bronson and Mr. Baker continued talking directly to
20 Mr. Shearer, requiring Ms. Demboski to personally step in and direct a "stop work" order.
21 Ms. Demboski was forced to go so far as personally supervising the work site, along
22 with Greg Soule, the Building Official, and Mr. Wilber, to ensure work was stopped. Ms.
23 Demboski also asked Acting Municipal Attorney Blair Christensen to step in to help stop
24 the illegal and unauthorized work occurring at the direction of the Mayor.
25
26

1 40. On or about June 16, 2023, the MOA settled this matter with Hickel
2 Construction for \$2,455,352 as a result of work Mayor Bronson directed to be performed
3 in violation of Municipal Code.
4

5 **F. Human Resources issues, hostile work environment, and gender**
6 **discrimination.**

7 41. Ms. Demboski attempted to mitigate behavior, performed by, as well as
8 encouraged and condoned by Mayor Bronson, that created a hostile work environment.
9

10 42. Mayor Bronson is also well known to discuss confidential and personnel
11 matters with, and in front of, MOA employees having no relationship to the issue or need
12 to know. He also discusses such matters with people who are not MOA employees.
13

14 43. Mayor Bronson has encouraged retaliatory behavior by two favored
15 members of his senior staff towards members of his professional administrative staff
16 and others. This conflict appears to have arisen because one of the two senior staff,
17 Alexis Johnson, was believed by the administrative staff to have an improper
18 relationship with a subordinate.
19

20 44. The administrative staff members complained to Ms. Demboski and others
21 about the hostile work environment and discomfort created by this inappropriate
22 relationship.
23

24 45. The relationship bothered Mayor Bronson to the point he called Ms.
25 Demboski multiple times in one day and directed her to go into City Hall over a weekend.
26 The Mayor shared location services on his cell phone with Ms. Johnson, and she shared
hers with him, so the Mayor knew Ms. Johnson and this subordinate were at City Hall

1 together. The Mayor instructed Ms. Demboski to go to City Hall to catch them. Ms.
2 Demboski did find them in Ms. Johnson's office, behind closed doors, with the lights off,
3 but they were not engaged in sexual activity at that time. Nonetheless, at the Mayor's
4 request, Ms. Demboski counseled the two that it was inappropriate to be alone at City
5 Hall on the weekend, behind locked doors, and in the dark. She further directed the
6 Chief of Staff, Ms. Johnson, that all further requests from the Mayor's office related to
7 this particular MOA employee, should be disseminated through Ms. Demboski or the
8 Municipal Manager's office.
9

10
11 46. Although Mayor Bronson eventually told Ms. Demboski she could address
12 this issue with Ms. Johnson further (which she did) the relationship continued,
13 apparently with his tacit approval from that point forward. Mayor Bronson made it clear
14 to Ms. Demboski that Ms. Johnson was like a daughter to him, and he babysat her kids
15 whom he viewed as grandchildren. After numerous conversations between Mayor
16 Bronson and Ms. Johnson, Mayor Bronson himself began engaging in retaliatory
17 behavior towards the administrative staff who brought the inappropriate relationship to
18 light.
19

20
21 47. The other of these two senior staff, Rachelle Alger, engages in bullying,
22 as well as extremely sexualized jokes and comments in the workplace, including passing
23 out penis-shaped cookies to the staff. Ms. Demboski reported these actions to Mayor
24 Bronson and then-Director of Human Resources, Niki Tshibaka, yet no corrective action
25 was allowed to be taken.
26

1 48. Additionally, Ms. Alger is known for entering the Mayor and Manager's
2 suite yelling, hurling profanities, and making disparaging remarks to administrative staff.
3 It got so pervasive that Ms. Demboski asked Ms. Alger's supervisor, Grant Yutrzenka,
4 to direct Ms. Alger not to come to the 8th floor offices in person. Ms. Demboski took this
5 action because the Mayor refused to take any action to address Ms. Alger's behavior.
6 Her name calling, yelling, and intimidation were already the subject of multiple
7 complaints to the Manager, Mayor, Chief of Staff, Human Resources and the
8 Department of Law, and Ms. Demboski believed she had a duty to try and protect MOA
9 employees from this hostility and abuse.
10

11
12 49. Staff repeatedly reported to Ms. Demboski and others in the MOA that
13 Mayor Bronson treats women in the office as subservient to men. Despite her very
14 senior position in the Administration, Ms. Demboski experienced such treatment herself.
15

16 50. On one occasion, Ms. Demboski sent an email in which she referred to
17 Grant Yutrzenka's, the Chief Fiscal Officer, email to multiple directors as "suboptimal" in
18 tone and encouraged better communication with a clearer definition of what assistance
19 he needed.
20

21 51. Mayor Bronson chastised Ms. Demboski severely for this email. In a
22 meeting on the issue, he raised his voice to a shout and held his hands in front of her at
23 different heights, explaining that in Mayor Bronson's mind—because Mr. Yutrzenka is a
24 man and Ms. Demboski is a woman—Mr. Yutrzenka is "up here" and Ms. Demboski is
25 "down there."
26

1 52. Two days later Mayor Bronson had another meeting with Ms. Demboski in
2 which he criticized her again saying that Mr. Yutrzenka "is a man" Ms. Demboski wasn't
3 to speak to a man "that way." Presumably, Mayor Bronson meant to convey that, despite
4 being the Municipal Manager, and second only to the Mayor in the Municipal Charter,
5 Ms. Demboski was not permitted to correct Mr. Yutrzenka due to his gender.
6

7 53. Mayor Bronson also made several subsequent references to the email,
8 and criticized Ms. Demboski's use of the word "suboptimal", telling her that she can't
9 "speak to a man that way in this building," an apparent reference to City Hall. Mayor
10 Bronson's statements made clear that he expected women in his administration to play
11 a subservient role to men, regardless of their position of authority within the
12 Administration's organizational structure.
13
14

15 **G. Intentional code violations related to use of Sullivan Arena**
16

17 54. With the onset of winter in fall 2022, Ms. Demboski warned Mayor Bronson
18 that the Sullivan Arena would be needed as a homeless shelter and that exceeding
19 capacity or allowing a kennel on site would violate Municipal Code.
20

21 55. Mayor Bronson deliberately circumvented Ms. Demboski in driving
22 towards just that outcome, because he was aware that she would yet again object to
23 violating Municipal Code, or advise him to work proactively with the Assembly to mitigate
24 the issue.
25

26 56. Although the issue was resolved by the Assembly waiving code
requirements after the fact, this crisis was deliberately created by Mayor Bronson.

1 **H. Unethical and unlawful attempts to influence the Municipal Attorney to drop**
2 **or mitigate charges for personal and/or financial reasons**

3
4 57. Mayor Bronson, his advisor Larry Baker, and his former Chief of Staff Sami
5 Graham all personally attempted to influence the criminal prosecution of Mr. Baker's
6 friend and business partner Brandon Spoerhase who had been charged with a series of
7 crimes related to domestic violence, stalking, and violations of the terms of a protective
8 order (Municipal Case Nos. 3AN-19-06540CR; 3AN-19-01663CI; and 3AN-19-07415CR
9 and State Case No. 3AN-19-08799CR). These crimes had been perpetrated against a
10 member of the Bronson Administration, Deputy Municipal Manager Kolby Hickel.
11

12 58. The former Municipal Attorney, Patrick Bergt, reported to Ms. Demboski
13 that he was approached on multiple occasions—both during the transition, and after
14 Mayor Bronson took office—to have the charges dismissed.
15

16 59. Mr. Bergt expressed shock and discomfort about receiving that request
17 from Mr. Baker. Mr. Bergt shared that he received an email from Mr. Spoerhase's
18 attorney stating "Larry [Baker] told me to reach out to you" which made Mr. Bergt even
19 more uncomfortable.
20

21 60. It was evident to Ms. Demboski that Mr. Baker, Mayor Bronson, and Ms.
22 Graham were all attempting to use their influence to convince the Department of Law to
23 somehow have the charges against Spoerhase dismissed.
24

25 61. On or about December of 2021 Ms. Graham also approached Ms.
26 Demboski herself saying that Ms. Hickel's cases against Mr. Spoerhase were "not a

1 good look" for the Bronson Administration. Ms. Demboski immediately shut down this
2 conversation, telling Ms. Graham it was inappropriate.

3
4 62. In addition to this behavior, Mr. Baker personally attempted to prevent Ms.
5 Demboski from offering Spoerhase's victim, Ms. Hickel, a job in the Administration. She
6 rejected Mr. Baker's improper influence and hired Ms. Hickel as Deputy Municipal
7 Manager.

8
9 63. A long term protective order in favor of Ms. Hickel against Mr. Spoerhase
10 was granted. Mr. Spoerhase appears to have eventually reached a plea deal and as a
11 result was convicted of certain charges.

12
13 64. Since Ms. Demboski's firing, Mayor Bronson has recently brought Mr.
14 Baker back into his inner circle, meeting with him at least three times a week and
15 approving yet another improper contract of \$29,500 to evade Assembly oversight.

16
17 **I. Unethical attempts to direct Municipal real estate transactions**

18 65. In addition to his attempts to tamper with Mr. Spoerhase's criminal
19 prosecution, Mr. Baker has also attempted to use his influence to direct MOA real estate
20 transactions towards properties he or his business partner (again Mr. Spoerhase)
21 represent.

22
23 66. Despite the appearance of, and actual, impropriety of Mr. Baker advising
24 Mayor Bronson to support such transactions, Mayor Bronson continues to keep Mr.
25 Baker as his closest advisor.

26
**J. Ms. Demboski compiles a list of unlawful and unethical actions and
elevates them to the Municipal Ombudsman and Mayor Bronson**

1 67. Between October and December of 2022 Ms. Demboski sought out
2 multiple avenues to correct the myriad issues occurring within the Bronson
3 Administration.
4

5 68. When she realized unlawful contracts were being approved without her
6 oversight, she went to the Internal Auditor to express those concerns.
7

8 69. With respect to Ms. Alger's behavior, Ms. Demboski reported the issues to
9 Niki Tshibaka and Raylene Griffith in Human Resources multiple times.
10

11 70. Ms. Demboski met with the Department of Law on all of these issues,
12 including unlawful contracting, the rumored inappropriate relationship with a
13 subordinate, the harassment and behaviors of Ms. Alger, and other violations of
14 Municipal Code.

15 71. Ms. Demboski approached Mayor Bronson and his then-Chief of Staff,
16 Adam Trombley, multiple times in person over these months.
17

18 72. On or about December 6, 2022, Ms. Demboski met with Mr. Trombley in
19 her office and expressed many of her concerns with the Mayor's direction to violate code
20 and his response to Ms. Demboski was that it was the Mayor's decision. Ms. Demboski
21 also advised Mr. Trombley that Ms. Alger refused to meet with her to remedy the illegal
22 contracting issues.
23

24 73. When Ms. Demboski brought up the contracting issues with the Mayor, he
25 told Ms. Demboski that he would never fire Ms. Alger because she knocked on 1,200
26 doors for him during his campaign for Mayor.

1 74. On or about late November/early December, 2022, Ms. Demboski
2 reported to the MOA's Office of the Ombudsman regarding the ongoing issues with the
3 Bronson Administration violating Municipal Code and Charter. Ms. Demboski
4 supplemented these meetings with emails on December 14, 2022 and December 16,
5 2022. The common thread in these reports was that she believed her role was
6 intentionally being circumvented by Mayor Bronson and she could no longer prevent
7 continuing violations on her own.
8
9

10 75. Ms. Demboski used every avenue within the Executive Branch to correct
11 the code violations, harassment, and hostile work environment that was reported to her
12 by Municipal employees or that she experienced or witnessed. Ms. Demboski personally
13 reported issues to the Department of Law, Human Resources, the Internal Auditor, the
14 Mayor, the Mayor's Chief of Staff, and ultimately the Municipal Ombudsman on multiple
15 occasions during her tenure as Municipal Manager.
16
17

18 76. Months later, it was revealed that the Bronson Administration was
19 apparently monitoring employees via cameras, personal observation, and possibly email
20 monitoring, to determine who was in contact with the Municipal Ombudsman about the
21 Administration's activities. However, it is unknown when Mayor Bronson became aware
22 of Ms. Demboski's reports to the Ombudsman.
23

24 **K. Despite friction within the Administration, Mayor Bronson assured Ms.**
25 **Demboski he planned to employ her through his current term and his next**
26 **term.**

1 77. On or about December 12, 2022, after a staff meeting, Ms. Demboski's
2 frustration got the best of her, while speaking to the Mayor, she referred to another staff
3 member with a vulgarity. However, Ms. Demboski's proclivity for colorful language was
4 well known by Bronson. In fact, on January 11, 2022 he had a mock resolution made
5 up specifically condoning her use of such language. Additionally, Mayor Bronson
6 routinely told staff and guests that Ms. Demboski had permission to use any colorful
7 language she wanted.
8
9

10 78. And on December 15, 2022, Mayor Bronson met with Ms. Demboski and
11 specifically discussed the vulgarity she used after the staff meeting, and during this
12 meeting, Mayor Bronson praised Ms. Demboski's work and importance to his
13 Administration.
14

15 79. During this meeting, Mayor Bronson specifically told Ms. Demboski she
16 would not be fired over the language incident, and that he wished for her to remain with
17 his administration throughout his first term and through his entire second term as well.
18 In his words, he wanted her to work for him as the Municipal Manager for another "four
19 and a half years."
20

21 **L. Ms. Demboski is terminated in retaliation for reporting these issues of**
22 **public concern.**
23

24 80. Just prior to their December 15, 2022, meeting, when Bronson told Ms.
25 Demboski she would not be fired and he wanted her to stay on for another four and a
26 half years, Ms. Demboski had sent Bronson an email on December 14, 2022. This email
laid out many specific concerns, including most of those raised with the Ombudsman,

1 about how the Administration was acting unlawfully and in an irregular fashion. In the
2 email, Ms. Demboski expressed a desire to resolve these issues while continuing to
3 serve as Municipal Manager. When she went into the meeting on December 15, 2022,
4 she thought those issues would be the topic of discussion. However, it became
5 immediately apparent at the meeting that Mayor Bronson had not read it yet.
6

7 81. Mayor Bronson actually read Ms. Demboski's December 14, 2022, email
8
9 sometime after their meeting on December 15, 2022, between late afternoon and 5:30
10 p.m.

11 82. Witnesses and evidence will demonstrate that Mayor Bronson assured
12 Ms. Demboski during their December 15th meeting that she would not be fired, but that
13 it was only after this meeting that he actually read the email she sent to him outlining his
14 illegal behavior and multiple other items of concern. It was only after reading this email
15 the Mayor gave the order to terminate Ms. Demboski.
16
17

18 83. On information and belief, at some point Mayor Bronson became aware
19 that Ms. Demboski had met with the Municipal Ombudsman, leading him to give the
20 order to terminate Ms. Demboski.
21

22 84. The Acting Municipal Attorney, Blair Christensen, requested Ms.
23 Demboski meet her and the Chief of Staff, Adam Trombley, in the Department of Law
24 at 6 p.m. on December 16th, but Ms. Demboski was unavailable. Thus, they scheduled
25 a meeting on Monday, December 19, 2022, at 8 a.m. On December 19, 2022, as a result
26 of reading Ms. Demboski's December 14th email and in retaliation for its contents, Mayor
Bronson terminated Ms. Demboski.

1 85. Mayor Bronson terminated Ms. Demboski specifically as a result of her
2 December 14, 2022, email to him. Third parties who spoke with the Mayor about Ms.
3 Demboski's termination have indicated that Mayor Bronson specifically said he
4 terminated Ms. Demboski due to the contents of the email she sent him outlining the
5 numerous illegal and unethical acts undertaken by the Mayor and members of his senior
6 staff. Specifically, he told others he "had to fire her" for putting her concerns "in writing."
7

8
9 **M. Post-firing misuse of MOA resources to impugn Ms. Demboski's reputation.**

10 86. Following Ms. Demboski's termination, Mayor Bronson convened official
11 Administration staff to "get their stories straight" and to counter any narrative from Ms.
12 Demboski as to why she was terminated.
13

14 87. The Mayor's staff largely resisted Mayor Bronson's efforts to attack Ms.
15 Demboski; however, Mayor Bronson and others at his direction did spread
16 misinformation regarding Ms. Demboski's service for the Administration, and her prior
17 service with the Dunleavy Administration, all of which negatively impacted her ability to
18 obtain new employment.
19

20 **IV. Count 1: Violation of the Anchorage Whistleblower Act**

21
22 88. Plaintiff realleges and incorporates the allegations in the preceding
23 paragraphs by reference.

24 89. The Anchorage Whistleblower Act, AMC 03.75.030, prohibits MOA
25 leadership, including Mayor Bronson, from discharging, threatening, or otherwise
26 discriminating against an employee regarding their employment because the employee
reports to a public body or public official on a matter of public concern or participates in

1 an investigation on a matter of public concern. Mayor Bronson, the City Ombudsman,
2 and any other office of the MOA all meet the definition in AMC 03.75.030.

3
4 90. Defendants terminated Ms. Demboski's employment on December 19,
5 2022, because of her participation in whistleblower activities, specifically including
6 raising violations of the code and charter to Mayor Bronson and reporting this conduct
7 to the City Ombudsman.

8
9 91. Ms. Demboski has suffered significant reputational and economic harm as
10 a result of her unlawful termination by Defendants, and therefore is entitled to
11 compensatory and treble damages as provided under AMC 03.75.030.A.

12
13 **V. Count 2: Unlawful Gender Discrimination in the Workplace Violating the**
14 **Alaska Human Rights Act**

15 92. Plaintiff realleges and incorporates the allegations in the preceding
16 paragraphs by reference.

17
18 93. Alaska Statute 18.80.220(a)(1) prohibits an employer from discriminating
19 "against a person in compensation or in a term, condition, or privilege of employment
20 because of the person's ... sex ... when the reasonable demands of the position do not
21 require [that] distinction...".

22
23 94. Alaska Statute 18.80.220(a)(4) prohibits an employer from discriminating
24 against a person because the person has opposed gender discrimination by filing a
25 complaint or testifying about such practices.

26
95. Defendants retaliated against and terminated Ms. Demboski because she,
a woman, admonished a male subordinate and also opposed and reported acts of

1 gender discrimination against other employees, in violation of the Alaska Human Rights
2 Act.

3
4 96. Accordingly, Ms. Demboski is entitled to compensatory and punitive
5 damages.

6 **VI. Count 3: Wrongful Termination in Violation of Public Policy**

7
8 97. Plaintiff realleges and incorporates the allegations in the preceding
9 paragraphs by reference.

10 98. Ms. Demboski served in a position intended to ensure the orderly conduct
11 of MOA business as well as compliance with Municipal Code and Charter. She was
12 terminated for doing her job too well. Her termination was contrary to public policy and
13 will have a chilling effect within MOA, including on other executive branch employees
14 who are similarly charged with obeying compliance with the law.

15
16 99. Ms. Demboski is entitled to compensatory damages as a result.

17
18 **VII. Count 4: Breach of the Covenant of Good Faith and Fair Dealing**

19 100. Plaintiff realleges and incorporates the allegations in the preceding
20 paragraphs by reference.

21
22 101. In every employment relationship in Alaska, there is an implied covenant
23 of good faith and fair dealing.

24 102. Defendants acted intentionally and in a manner that a reasonable person
25 would consider unfair with respect to the termination of Ms. Demboski for, among other
26 things, attempting to ensure that actions taken by the Mayor and executive branch
complied with Municipal Code and Charter and opposing actions and prospective

1 actions that violated the law, as part of her job as Municipal Manager. Actions opposed
2 by Ms. Demboski, but nonetheless taken by Defendants, have exposed the MOA to
3 legal and financial liabilities that could amount to millions of dollars in public funds.
4

5 103. Ms. Demboski has suffered significant financial harm as a result
6 Defendants' breaches of the covenant of good faith and fair dealing, and is entitled to
7 compensatory damages as a result.
8

9 **VIII. Count 5: Defamation**

10 104. Plaintiff realleges and incorporates the allegations in the preceding
11 paragraphs by reference.
12

13 105. Following Ms. Demboski's termination, Defendants convened a "war
14 room" in an attempt to impugn Ms. Demboski's reputation in order to limit her
15 employment options as well as minimize the reputational damages to themselves arising
16 from their own wrongful actions.
17

18 106. Defendants made false statements about Ms. Demboski and her work.
19 These statements were conveyed to third parties. Defendants were either negligent
20 about the truth of their statements or made intentionally untrue statements. Ms.
21 Demboski's reputation and prospects for employment were damaged by these
22 statements.
23

24 107. Ms. Demboski has suffered significant financial harm as a result of
25 Defendants' defamation and is therefore entitled to compensatory and punitive
26 damages.

IX. Count 6: Tortious Interference with Prospective Economic Advantage

1 108. Plaintiff realleges and incorporates the allegations in the preceding
2 paragraphs by reference.

3 109. Ms. Demboski had prospects for potential employment following her
4 termination by Defendants. Defendants knew of this potential employment and took
5 actions intended to thwart it. This potential employment did not culminate with a job
6 offer for Ms. Demboski. Defendants' conduct interfered with this potential employment,
7 causing Ms. Demboski financial damages. Defendants' wrongful conduct was not
8 privileged or justified.

9 110. Ms. Demboski has suffered significant financial harm as a result of
10 Defendants' tortious interference and is therefore entitled to compensatory and punitive
11 damages.

12
13
14
15 **X. Count 7: Intentional Infliction of Emotional Distress**

16 111. Plaintiff realleges and incorporates the allegations in the preceding
17 paragraphs by reference.

18 112. Defendants' conduct in both terminating Ms. Demboski and in their actions
19 taken thereafter were extreme and outrageous. Defendants either intended to cause
20 Ms. Demboski to suffer emotional distress or they acted with reckless disregard for the
21 probability of causing her to suffer emotional distress. Defendants' actions were in fact
22 the cause of Ms. Demboski suffering extreme emotional distress.

23 113. Ms. Demboski has suffered significant harm as a result of Defendants'
24 reckless or intentional actions and is therefore entitled to compensatory and punitive
25 damages.
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2. A judgment for compensatory damages, to be demonstrated at trial, in an amount exceeding \$100,000.00;

4. An award of punitive damages under AS 9.17.020;

6. Injunctive relief to prevent additional actions damaging to Plaintiff; and

7. Any other relief this court deems just and equitable.

DATE: August 30, 2023

Scott Kendall
Alaska Bar No. 0405019