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Attorneys for Plaintiff Michael Tanner

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

MICHAEL TANNER, an individual,

Plaintiff,

vs.

MICHELLE DEININGER, an individual,

Defendant.

COMPLAINT

(JURY DEMANDED)

Case No. _____

Judge: _____

TIER 3

Plaintiff Michael Tanner (“Mr. Tanner”), by and through his counsel of record, hereby complains and alleges against Defendant Michelle Deininger (“Ms. Deininger”) as follows:

PARTIES

1. Michael Tanner is an adult individual residing in Summit County, State of Utah.
2. Upon information and belief, Michelle Deininger is an adult individual residing in Summit County, State of Utah.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to Utah Code §§ 78A-5-102(1)–(2) and 78B-3-205.

4. Because both Plaintiff and Defendant reside in Summit County, Utah, venue is proper pursuant to Utah Code § 78B-3-306.

5. Pursuant to Utah Rule of Civil Procedure 26(c), Plaintiff files this Complaint as a Tier 3 Complaint.

FACTUAL ALLEGATIONS

Mr. Tanner's Background and Employment

6. Mr. Tanner possesses three master's degrees, 20 years of experience in educational finance and operations, and an additional 28 years of operations experience with the United States Air Force, flying jet aircraft and orchestrating global airlift operations.

7. Mr. Tanner was employed as the Chief Operations Officer ("COO") for the Park City School District from 2019 through March of 2025.

8. Park City School District ("PCSD") is located in Park City, Utah—a small, tight-knit community.

9. Mr. Tanner was hired by PCSD during the service of Jill Gildea, who was PCSD's superintendent until 2024. While Ms. Gildea and Mr. Tanner had previously worked together in Illinois, Ms. Gildea recused herself from the selection and interview process for Mr. Tanner. He secured the position on his own merit and took a pay cut of \$20,000.00 to do so.

10. For the past six years, Mr. Tanner has lived full-time in Park City, Utah with his family. During this time, he also worked full-time in Park City at the district office. Mr. Tanner owns a home in Park City, pays property taxes, and files his state tax returns in Utah.

11. Mr. Tanner is an active member of his community along with his family. His daughter attends school full-time in the district, where he drives her to school nearly every day.

12. Mr. Tanner's job duties as COO included overseeing operations, construction management, and security for the District.

13. Mr. Tanner's position as COO was not an elected position.

14. While working for PCSD, Mr. Tanner traveled to Chicago, Illinois on occasion during paid vacation time or district holidays. He was able to do so easily and inexpensively as a result of his status as an airline pilot for many years.

15. He spent minimal time working remotely during his role as COO and often worked during earned leave to fulfill his duties as COO.

16. Mr. Tanner was allowed to work remotely, which was customary for all administrators in the district, but he rarely took advantage of that flexibility during the school year.

Ms. Deininger's Ongoing Targeting of Park City School District and Mr. Tanner

17. Ms. Deininger is a freelance journalist who, on occasion, publishes stories in the Park Record, a Park City newspaper, among other outlets. She is not a staff reporter or journalist employed by the Park Record. Rather, Ms. Deininger is a private citizen who publishes and posts stories and purported facts as a citizen activist rather than as an objective journalist, though she promotes the impression that she works as the latter.

18. She has a history of personal animus and ill will against PCSD and its officials, regardless of their role or position.

19. Prior to the publication of the November Story, Ms. Deininger had authored approximately 27 articles that expressed a negative message about PCSD or officials. She seeks to have readers of these articles conclude that the district suffers from corruption, mismanagement, endemic waste, and failures of accountability, often without evidence of such problems.

20. Ms. Deininger openly shares her animus on social media, where she has often sent messages disparaging PCSD and its administrators, including Mr. Tanner.

The November Story

21. On November 9, 2024, Defendant caused a lengthy story, authored by herself, to be published in the *Park Record*, titled “Utah’s highest-paid public schools COO lives and works part time in Chicago” (the “November Story”). Defendant had previously sought publication of the story in other publications, but her submissions were rejected.

22. The November Story includes false statements of fact, manipulated figures, and distorted half-truths, patched together in a malicious attempt to damage Mr. Tanner’s reputation and livelihood.

23. The November Story contains many falsehoods and exaggerated claims including, but not limited to the following:

- a. Mr. Tanner lives and works part time in Chicago, Illinois. Later statements by Ms. Deininger stated that Mr. Tanner spends the majority of his time in Chicago;

- b. Given his alleged part-time residence outside the State, Mr. Tanner was not present in Utah at the time a district bus driver violated district policies;
- c. Mr. Tanner was away from the State prior to the opening of a PCSD school undergoing significant construction, which caused major delays and other issues;
- d. Mr. Tanner works remotely in Illinois during the summer months;
- e. Mr. Tanner earned compensation of \$394,000;
- f. Mr. Tanner was hired as a result of preferential treatment wherein the former superintendent created a new job specifically for him.

24. Each of these allegations is false, and Ms. Deininger could have ascertained such problems had she taken appropriate care in confirming the details of her story.

25. Some of the statements in the November Story may not appear damaging on their face, but within the context of accusations that Mr. Tanner was overpaid and worked from a distance much of the time, they created a clear impression of neglect and laziness, and of benefiting unfairly from public funds.

26. The statements in the November Story also convey the defamatory message that Mr. Tanner was hired based on preferential treatment by a friend, and was thus not qualified to perform his duties, rather than based on his established credentials, experience, and competencies in education and management.

27. Each of the false allegations made by Ms. Deininger in the November Story subjected Mr. Tanner to public disapproval and humiliation. As a result, his professional and personal reputation has been harmed since the publication of the November Story.

Ms. Deininger's Subsequent Campaign Against Mr. Tanner

28. Later, during a community forum with candidates running for the Board of Education, Ms. Deininger submitted a question to moderators that focused on Mr. Tanner's supposed remote work, again trying to persuade the public of a reality – that Mr. Tanner was being paid too much money while living elsewhere and working little – which was untrue.

29. Following her question, she included Mr. Tanner's employer, the Interim Superintendent, all of the Board of Education members and future candidates in a defamatory email that focused on accusations that Mr. Tanner lived in Chicago and speculated on the outcome if another Uvalde happened in Park City with the District's security lead absent.

30. Aware of Mr. Tanner's objections to her statements, Ms. Deininger filed a retaliatory report with the Park City Police Department, alleging that Mr. Tanner had threatened her life two years prior. This report was blatantly false.

31. In March 2025, Ms. Deininger posted on Facebook accusing Mr. Tanner of having illegally stored hazardous levels of arsenic near a playground and near classrooms for six years, possibly poisoning schoolchildren. Again, this was entirely false. Mr. Tanner did not cause this problem. It was discovered under his leadership, and he assisted in having the problem abated.

32. In April 2025, Ms. Deininger appeared on Park City's KPCW local news station to reaffirm the "truth" of the November Story, including a statement to listeners contending that the story required no corrections.

33. As part of Ms. Deininger's activism, she stalked Mr. Tanner's residence, followed his personal vehicle, spied on his travels, and otherwise invaded his privacy in a number of ways

that were entirely unjustified and well outside of the ordinary course of the journalistic investigation of government employees.

34. Upon information and belief, Ms. Deininger's objective in making the above efforts was to turn the community against Mr. Tanner and destroy Mr. Tanner's career by getting him fired by PCSD and destroying his future professional prospects.

35. Upon information and belief, Ms. Deininger continues to pursue her campaign of character assassination with additional postings and communications intended to harm Mr. Tanner's reputation and employment prospects.

Mr. Tanner's Injuries

36. The damages from Mrs. Deininger's defamatory campaign have been immediate and felt by Mr. Tanner in numerous ways.

37. The District terminated Mr. Tanner on March 31, 2025, claiming this was part of a reduction in force ("RIF"). However, the claim of a RIF was not credible for numerous reasons, including the fact that Mr. Tanner had received exceptional reviews from his employers during his time working for the District, that no discipline was ever taken against him before the November Story was published, and that he had made significant contributions during his tenure.

38. In truth, the District fired Mr. Tanner because certain of its administrators, board members, and influential community citizens were convinced by the November Story, and/or other of Ms. Deininger's communications, that either Mr. Tanner was actually guilty of various types of negligence and misconduct, or that he was not worth employing anymore given the conflict Ms. Deininger had stirred up around him via her false allegations.

39. Mr. Tanner suffered a major loss to his reputation and career prospects as a result of the termination, which Ms. Deininger has sought to publicize. He has not been employed since his termination by Park City School District.

40. He has faced extreme difficulty in locating new employment opportunities.

41. The November Story and false allegations have also forced Mr. Tanner to defend his record and behavior with potential future employers and members of the public, again hampering his ability to obtain new employment opportunities.

42. Specifically, Mr. Tanner has interviewed for six similarly statured positions within the industry, and he has had to discuss at each interview the circumstances surrounding Ms. Deininger's false accusations because this information is widely available to the public.

43. Mr. Tanner has not been offered any of these positions or been contacted further, when previously he would have been offered the position or, at minimum, received a response from each potential employer. Open positions of the type that Mr. Tanner seeks are very limited in number, and six missed opportunities for employment is significant.

44. Mr. Tanner's reputation has been injured in an amount likely to lose him well in excess of \$300,000 in future income, on top of the substantial income he is currently foregoing as a result of his recent job loss.

45. Accusations of misconduct with public funding as well as accusations of illegal behavior are highly inflammatory when directed at any person. However, when levied at a person who makes his living working for governmental or non-profit entities that depend upon the trust of the public, the accusations are catastrophic.

46. The defamatory statements also rise to the level of accusing Mr. Tanner of conduct that is incongruous with the lawful practice of his trade or profession.

47. Mr. Tanner has suffered enormous injuries to his public reputation within the Park City educational and military communities.

**FIRST CAUSE OF ACTION
(Defamation and Defamation Per Se)**

48. Plaintiff hereby repeats and incorporates by reference paragraphs 1 through 47 of this Complaint as if fully set forth herein.

49. Defendant has made defamatory statements about Mr. Tanner to numerous individuals, which statements include, but are not limited to, those listed in paragraphs 23, 29, 31 and 32, which are incorporated herein by reference.

50. Defendant knew and intended that the false rumors be spread in the community where Mr. Tanner lives and works.

51. Defendant's statements attack and impugn Mr. Tanner's honesty, integrity, propriety, and ability to practice his profession in compliance with general expectations and legal requirements.

52. Defendant's statements also impugn Mr. Tanner's ability to adhere to recognized professional and ethical standards.

53. Defendant's statements allege that Mr. Tanner engaged in illegal conduct.

54. Defendant's statements allege that Mr. Tanner did not perform his job duties in line with the expectations of his employer or the educational community.

55. Defendant's statements allege that Mr. Tanner continually put the community and the sites he oversaw at risk for failure to be present.

56. These statements are false.

57. Mr. Tanner did not engage in illegal behavior or in unprofessional conduct in his role as COO.

58. Mr. Tanner does not live in Chicago, Illinois. He resides full-time in Park City, Utah.

59. Mr. Tanner did not often work remotely; he worked on site at the district offices or on site of the projects he was expected to manage and provide security.

60. Upon information and belief, Defendant intended that the statements spread throughout the community, to Mr. Tanner's colleagues and network, and hoped and knew that the spread of such statements would cause harm to Mr. Tanner, including turning the community against him, causing Mr. Tanner to lose his position as COO of Park City School District, and preventing him from obtaining satisfactory future employment.

61. Defendant at all times knew, or should have known, such statements were false.

62. Alternatively, but for her gross negligence and malicious intentions, Defendant could easily, with reasonable diligence, have discovered the falsity of such statements.

63. None of the statements made by Defendant are subject to any type of privilege under Utah law.

64. Nevertheless, the statements were made with both common law and actual malice, and they were excessively published, including to those not sharing a legally recognized interest in the contents of the statements.

65. The false and defamatory statements are so injurious to the character of Mr. Tanner that damage can be presumed from the words alone.

66. As such, these defamatory statements are actionable per se.

67. Furthermore, Mr. Tanner's reputation has been directly injured.

68. Such actual damages are in an amount that will be determined at a trial in this matter, but are certain to exceed \$300,000, including future lost income, reputational, emotional, and general damages.

69. Defendants' malicious intent and reckless indifference to Mr. Tanner's rights warrant an award of exemplary and punitive damages.

SECOND CAUSE OF ACTION (False Light Invasion of Privacy)

70. Plaintiff hereby repeats and incorporates by reference paragraphs 1 through 69 of his Complaint as if fully set forth herein.

71. Defendant made public statements about Mr. Tanner, as set forth in paragraphs 23, 29, 31 and 32 above.

72. These statements were made public to various parties including the community, readers of the *Park Record*, those who participated in the KPCW's community forum, school board members, candidates of the school board, Mr. Tanner's employers, individuals viewing Ms. Deininger's Facebook feed, and many others with an interest in Park City politics and education.

73. Defendant knew and intended that the statements would be made in a public setting and intended that such statements would be spread to the public at large.

74. Defendant has deep familiarity with the Park City media ecosystem, and she used her knowledge to maximize the damage her communications would cause to Mr. Tanner.

75. Defendant's statements painted Mr. Tanner in a false light.
76. Defendant's false statements invaded the privacy of Mr. Tanner by painting him in a false light.
77. Defendant knew, or should have known, that her statements would be highly offensive to Mr. Tanner and to any reasonable person about whom such statements were made.
78. Alternatively, but for her gross negligence and malicious intentions, Defendant could easily, with reasonable diligence, have discovered the falsity of such statements.
79. Defendant, at all relevant times, knew such statements were in fact false or, at the very minimum, acted in reckless indifference to the truthfulness of such statements.
80. None of the statements made by Defendant are subject to any type of privilege under Utah law.
81. Nevertheless, the statements were made with both common law and actual malice, and were excessively published, including to those not sharing a legally recognized interest in the contents of the statements.
82. Defendant knew and intended that the statements would cause harm to Mr. Tanner.
83. Mr. Tanner has been damaged by the false light invasion of privacy based on the false statements.
84. Such actual damages are in an amount that will be determined at a trial in this matter, but are certain to exceed \$300,000, including future lost income, reputational, emotional, and general damages.

85. Defendant's malicious intent and reckless indifference to Mr. Tanner's rights warrant an award of exemplary and punitive damages.

JURY DEMAND

Mr. Tanner respectfully demands a trial by jury of any issue so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment as follows:

1. That judgment be entered in favor of Mr. Tanner;
2. That Mr. Tanner be awarded compensatory damages for costs and damages incurred as a result of the above-described actions in an amount to be determined at trial.
3. That Plaintiff be awarded post-judgment interest at the highest amount permitted by law;
4. That Plaintiff be awarded his costs and fees associated with bringing this case;
5. That Plaintiff be awarded punitive damages as allowed by law for Defendant's tortious conduct, malicious intent, and reckless indifference for Plaintiffs' rights as may be determined at trial;
6. That Plaintiff be awarded Injunctive Relief requiring Defendants to:
 - i. Remove all Articles defaming or referring to Mr. Tanner from circulation;
 - ii. Cease from defaming, impugning, or otherwise maligning Mr. Tanner;
 - iii. Refrain from defaming, impugning, or otherwise maligning Mr. Tanner in the future;
7. That the Court grant such other relief as it may deem just and proper.

DATED: July 17, 2025.

Respectfully Submitted,

KUNZLER BEAN & ADAMSON, PC

/s/ Ryan B. Bell

Ryan B. Bell

Rebecca L. Vallejos

Linsey M. Scoresby

Attorneys for Plaintiff Michael Tanner