

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

STATE OF NEW MEXICO, *ex rel.*

[UNDER SEAL],

Plaintiff,

v.

[UNDER SEAL],

Defendants.

No.

**COMPLAINT UNDER FALSE CLAIMS
ACT, NEW MEXICO FRAUD AGAINST
TAXPAYERS ACT (*QUI TAM*), FAIR PAY
FOR WOMEN ACT, WHISTLEBLOWER
PROTECTION ACT, AND *QUO
WARRANTO***

**Filed Under Seal and In Camera Pursuant
to New Mexico Fraud Against Taxpayers
Act (“FATA”), NMSA § 44-9-5(b)**

DO NOT PLACE IN PRESS BOX

DO NOT ENTER ON CM/ECF

DO NOT ENTER ON PACER

JURY DEMANDED

[FILED IN CAMERA AND UNDER SEAL]

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

STATE OF NEW MEXICO, *ex rel.*

RUTHIE MARES, Relator,

Plaintiff,

v.

**MORA COUNTY, MORA COUNTY
BOARD OF COMMISSIONERS, and
GEORGE A. TRUJILLO, in both his
Personal and Official Capacity as Chair of
Mora County Board of Commissioners,**

Defendants.

No.

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CONTENTS

SUMMARY OF CLAIMS, JURISDICTION, AND VENUE	1
CCHP Fire.....	2
Federal Response and Remedy Structure	2
SB6 Funds and DFA Loans	3
SB6 Terms	4
DFA Loan Terms	5
Defendants’ Fraud, Waste, and Abuse.....	6
The Parties	8
BACKGROUND FACTS COMMON TO ALL COUNTS	11
FCA, FATA, FPWA, and WPA Opposition and “Original Source” Reports.....	11
June 3 rd Notice of Termination and Defamation.....	14
Plaintiff’s June 6 th Grievance.....	17
Termination Effective June 30, 2025.....	19
Subsequent Staffing Changes	19
OSA’S April 2026 Special Audit Report.....	20
LEGAL CONTEXT.....	23
Applicability of FCA to FEMA, to County, and to Plaintiff’s Opposition.....	23
Applicability of FATA, FPWA, and WPA.....	27
Jurisdiction as to All Claims and Parties	28
CAUSES OF ACTION.....	28
Count 1: FCA Retaliation	28
Count 2: FATA <i>Qui Tam</i>	30
Count 3: FATA Retaliation.....	31
Count 4: FPWA Discrimination.....	33
Count 5: FPWA Retaliation	34
Count 6: WPA Retaliation	36
Count 7: <i>Quo Warranto</i>	38
PRAYER FOR RELIEF	41
JURY DEMAND.....	41
EXHIBIT INDEX.....	42

COMPLAINT

Plaintiff and Relator, Ruthie Mares, formerly known as Ruthie Castellon (“Ms. Mares” or the “Relator”), individually and on behalf of the State of New Mexico, by and through counsel, Trent A. Howell, brings this Complaint against Mora County (“County”), Mora County Board of Commissioners (“Commissioners”), and its Chair, George A. Trujillo (“Chairman Trujillo”).

SUMMARY OF CLAIMS, JURISDICTION, AND VENUE

1. This is a civil action for monetary damages brought within the Court’s federal question jurisdiction under 28 U.S.C. § 1331 and supplemental jurisdiction under 28 U.S.C. § 1367 for redress of Defendants’ violations of the retaliation provisions of the False Claims Act (FCA), 31 U.S.C. § 3730(h), as amended,¹ the *Qui Tam* and retaliation provisions of the New Mexico Fraud Against Taxpayers Act (FATA), NMSA §§ 44-9-1 to 44-9-14, discrimination and retaliation under the New Mexico Fair Pay for Women Act (FPWA), NMSA §§ 28-23-1 to 28-23-6, the New Mexico Whistleblower Protection Act, NMSA §§ 10-16C-4 to 10-16C-6 (WPA), and a *Quo Warranto* Action under the common law of New Mexico.

2. Defendants’ violations arise from a common nucleus of operative facts, in which they knowingly, willfully, and without good-faith basis or belief of legality retaliated against and gave Plaintiff notice of termination on June 3, 2025 (to be effective June 30, 2025), after she opposed, attempted to stop, and reported to both Defendants and State agencies and authorities

¹ Recent legislation substantially amended and broadened FCA’s retaliation clause. *See* 2009 Fraud Enhancement and Recovery Act (“FERA”), 2010 Patient Protection and Affordable Care Act (“PPACA”), and July 2010 Dodd-Frank Financial Reform Act. FERA, for example, legislatively overruled judicial decisions that had limited the FCA’s reach, including *Allison Engine Co. v. United States ex rel. Sanders*, 553 U.S. 662 (2008); *United States ex rel. Totten v. Bombardier Corp.*, 380 F.3d 488 (D.C. Cir. 2004), *cert. denied*, 544 U.S. 1032 (2005); and *United States ex rel. DRC, Inc. v. Custer Battles, LLC*, 376 F. Supp. 2d 617 (E.D. Va. 2005), *rev’d*, 562 F.3d 295 (4th Cir. 2009). It is critical to note the time and substance of these amendments, as they distinguish *many* pre-2010 decisions holding an employee failed to show protected FCA “opposition” under a prior, narrower FCA definition.

regarding a number of legal violations, including without limitation Defendants' false, misleading, or fraudulent claims, records, statements, and failures timely to disclose, in order to obtain, retain, and conceal, avoid, or delay repaying, and malfeasance, gross mismanagement, waste, and abuse of authority in handling \$41 million in Senate Bill 6 ("SB6") bridge loans to repair infrastructure after the 2022 Calf Canyon/Hermit's Peak Fire ("CCHP" or "CCHP Fire"), pending direct reimbursement by the United States Federal Emergency Management Agency ("FEMA").

CCHP Fire

3. The CCHP Fire was a wildfire resulting from merger of Hermit's Peak Fire, an escaped prescribed burn commenced on April 6, 2022 by the United States Forest Service (USFS), and Calf Canyon Fire, which began on federal land on April 19, 2022. The fires merged April 27, 2022 and burned approximately 340,000 acres before full containment on August 21, 2022.

Federal Response and Remedy Structure

4. On September 30, 2022, President Biden signed the Hermit's Peak/Calf Canyon Fire Assistance Act (HPCCFAA) into law as part of the Continuing Appropriations and Ukraine Supplemental Appropriations Act, 2023, Public Law 117–180, 136 Stat. 2114 (2022). Congress passed the Act to compensate parties who suffered losses from the fire.

5. The Hermit's Peak/Calf Canyon Claims Office ("Claims Office") provides compensation based on HPCCFAA and the Hermit's Peak/Calf Canyon Fire Assistance regulations codified at 44 C.F.R. § 296. These authorities identify eligible losses and requirements for filing a claim. They also require FEMA to design and administer a claims program to compensate "Injured Persons." "Injured persons" include not only any "individual," but also any "county, township, city, state, school district, or other non-Federal entity." Section 103(4) of the Act, Pub. Law 117-

180, 136 Stat. 2169; 44 C.F.R. § 296.4. FEMA also issued a Hermit’s Peak/Calf Canyon Claims Program and Policy Guide (PPG). And all of these clarify that a “claimant” (a person or entity that has filed a Notice of Loss (NOL) under HPCCFAA) may jeopardize their compensation if they do not comply with their combined requirements.

6. Individuals and entities may seek compensation for HCCP Fire damages from the United States through one of three mechanisms: (1) the HPCCFAA, (2) the Federal Tort Claims Act (FTCA), or (3) a civil lawsuit against the United States (as authorized by another law).

7. But generally, unless the federal government set a “backfire” on an individual’s land to fight the HPCC Fire, the third prong (a civil lawsuit outside of the FTCA) is not an option, *see* 28 U.S.C. § 1491 (the Tucker Act), and the County and its citizens must proceed under HPCCFAA or FTCA for any losses caused by the HPCC Fire.

8. The deadline to file an NOL under HPCCFAA was March 14, 2025. *See* HPCCFAA § 104(b), Pub. Law 117-180, 136 Stat. 2170, and § 101(1) of the Further Continuing Appropriations Act, 2025, Pub. Law 118-158, 138 Stat. 1723, div. A.

9. The deadline to initiate an FTCA claim has also passed, since the HPCC Fire was 100% contained on August 21, 2022. *See* 28 U.S.C. § 2401(b) (barring claims unless presented in writing to the appropriate federal agency within two years after such claim accrues or within six months after a notice of final denial by that agency).

SB6 Funds and DFA Loans

10. In 2023, in partnership with the Department of Homeland Security Emergency Management (“DHSEM”), New Mexico Department of Finance and Administration (“DFA”) issued \$41 million in loans (“DFA Loans” or “SB6 Funds”) to Defendants, to replace or repair Mora County public infrastructure damaged by fire, flooding, and debris flows caused by or

stemming from the CCHP Fire.

11. DFA issued the loans pursuant to New Mexico Senate Bill 6 (“SB6”), for Defendants to apply to “eligible FEMA Public Assistance Projects” for the CCHP Fire.

12. In or around February 2023, the New Mexico State Legislature enacted SB6 to provide “zero-interest reimbursable loans to political subdivisions of the state that have been approved for federal public assistance funding for projects to replace or repair public infrastructure damaged by fire, flooding or debris flows caused by or stemming from the Hermits Peak-Calf Canyon Fire.” The purpose of these loans was to get “relief into the hands of the fire victims as soon as possible” and to “help New Mexico communities repair or replace critical infrastructure that will help them get back on their feet as soon as possible.” *See DFA Press Release*,

https://www.nmdfa.state.nm.us/2024/07/25/hermits_peak_calf_canyon_fire_recovery/. The

loans were designed to bridge the financial gap before FEMA public assistance reimbursement.

Id. SB6 was funded by the State of New Mexico via its general fund.

SB6 Terms

13. According to SB6, the borrower was to:

1. **Pay the loan using first dollars received from the approved federal assistance funding that serves as the basis for the loan.**
2. **Repay the loan within thirty days of receiving the approved federal assistance funding.**
3. **Provide reports as deemed necessary to be sufficiently informed regarding compliance with (1) and (2) above.**
4. **Repay the loan at current market interest rates upon failure to meet the requirements above.**

14. In or around May 2023, then-Interim County Manager David Montoya (“ICM Montoya”) submitted four loan applications to DFA on behalf of the County to obtain loans under SB6. On

or around June 5, 2023, ICM Montoya executed four loan agreements with DFA totaling \$29,809,298. These SB6 Funds were subsequently deposited into the County's general bank account on or around June 7, 2023.

DFA Loan Terms

15. As delineated within SB6, the loan agreements included various terms and conditions which included, but were not necessarily limited to:

1. The loan amount is limited to the amount approved for federal public assistance funding at Phase Three level or above for projects to replace or repair public infrastructure damaged by fire, flooding or debris flows caused by or stemming from the HPCC fire of 2022.
2. **The County agrees to use the loan funds in a manner identical to the use contemplated for the approved federal public assistance funding.**
3. Prior to loan disbursement, the County shall provide documentation to demonstrate approval by the appropriate federal authority of the federal public assistance funding that serves as the basis for the loan.
4. **The County shall ensure that the use of the loan funds is fully compliant with all applicable federal, state and local laws and regulations.**
5. **The County promises and agrees to repay the loan with the first dollars received and every subsequent dollar thereafter from the approved federal public assistance funding that serves as the basis for the loan. If the loan exceeds any final federal public assistance approval, the difference shall be repaid immediately.**
6. **The County promises and agrees to repay the loan within 30 days of receiving the federal public assistance funding. If the County receives a partial amount of approved federal public assistance funding, the County agrees to partially repay the loan with any and all approved federal public assistance funding within 30 days of receipt and thereafter continue to repay the loan until the loan is repaid in full.**
7. **The County shall submit quarterly reports to the Director of the Local Government Division for review until the loan is repaid in full. The County is required to keep accurate and complete accounts for the loan funds and permit audit of those accounts by the Local Government Division upon request.**

16. In or around November 2023, Disaster Recovery Coordinator Clarity Collins submitted a

fifth loan application to DFA on behalf of County for an additional SB6 loan. In or around January 2024, then-County Manager Joseph Garcia (“CM Garcia”) executed the fifth loan agreement with DFA totaling \$11,350,958.63. These SB6 Funds were deposited into the County’s general bank account on or around February 7, 2024. The loan agreement terms were similar to the four initial loans. Each loan application included the County’s FEMA assistance applications and cost estimates, which served as the basis for the loan amounts.

17. Pursuant to SB6 as well as the individual loan documents, Defendants were thus to restrict use of the SB6 Funds to remediations done with enough promptness, order, and documentation to allow County then to seek reimbursement from FEMA, and with those FEMA funds repay the DFA Loans, thereby relieving New Mexico taxpayers from having to bear the CCHP costs, alone. *See February 20, 2023 Governor Lujan Grisham Press Release*, available at <https://www.governor.state.nm.us/2023/02/20/governor-lujan-grisham-signs-bipartisan-hermits-peak-calf-canyon-fire-recovery-bill/> (“**The loans will ultimately be reimbursed by the federal government... The loans must be used to replace or repair public infrastructure damaged by the fire, flooding or debris flow caused by the fires ... The legislation appropriates \$100 million from the General Fund to DFA’s Local Government Division for use in FY’s 2023 and 2024.**”) (emphasis added).

Defendants’ Fraud, Waste, and Abuse

18. From the outset, County posted the SB6 Funds as part of its grant fund and then removed the SB6 Funds entirely from its books. The County’s external auditor reported the SB6 Funds as part of the Severance Bonds SAP Fund, which was a designated fund for repairs to the courthouse. The SB6 Funds were treated as an unassigned fund balance, implying the SB6 Funds could be used for any purpose.

19. In addition, County made expenditures from this unassigned fund balance, including payroll for temporary contract employees, including some who were not within the SB6 and FEMA criteria. Further, because County had not at all booked the SB6 Funds as a revenue item, by appearance and in fact, these expenditures were expensed from the general fund.

20. As such, the SB6 Funds were falsely, deceptively, and not properly accounted for on Defendants' books or audited financial statements. And in all these respects, Defendants violated SB6 and breached the DFA Loans terms.

21. Four years after the CCHP Fire and three years after SB6, Defendants have not used essentially any of the \$41 million SB6 Funds for CCHP remediation—or in turn submitted corresponding amounts of claims to FEMA for reimbursement. And upon information and belief, until Ms. Mares brought this state of Defendants' accounting to the attention of its agencies, the State of New Mexico was entirely unaware of these facts.

22. Instead, Defendants have had the SB6 Funds sitting idle in a Local Government Investment Pool ("LGIP") account, as created by NMSA § 6-10-10.1.

23. Thus, New Mexico taxpayers years ago assumed a \$41 million burden for infrastructure repairs in Mora County that, in truth, have never been done and are now becoming or are already stale for reimbursement by FEMA.

24. Besides the March 14, 2025 deadline for any NOL under HPCCFAA and approximate August 22, 2024 deadline for any FTCA claim, FEMA Public Assistance standards generally require "Emergency Work" to be completed within six months and "Permanent Work" (roads and bridges, water control facilities, public buildings and equipment, public utilities, and parks, recreational, and other facilities) to be completed within 18 months. 44 C.F.R. § 206.204 (2026).

25. Because Defendants violated SB6, breached DFA Loan terms, fraudulently or

deceptively mismanaged, wasted, and did not timely or appropriately use the SB6 Funds, it is appropriate for the State to enforce SB6 and the DFA Loan terms, and reclaim and remove from stewardship of Defendants the entire \$41 million SB6 Funds, including without limitation interest at current market rates for the past three years, and including a full and complete accounting of any FEMA work actually conducted, invoiced to, or paid by FEMA in connection with the damage of CCHP Fire.

26. Alternatively, the Court and/or State should appoint a qualified, neutral state receiver, fiscal monitor, or emergency administrator to manage and apply Mora County's SB6 Funds to their original purpose.

The Parties

27. Plaintiff Mares is a resident of Mora County, New Mexico, whom County employed as Finance Director from approximately January 2, 2025 through June 30, 2025. While County claimed initially to designate the hire as "temporary," Ms. Mares had applied in December 2024 in response to a listing of the full, formal Finance Director position, listing that position at a pay rate up to approximately \$86,000. After the hire, County both internally and externally held out Ms. Mares as their full Finance Director and—as discussed herein—repeatedly assured her this full designation would be made formal and permanent soon after her initial hire. Only after her protected FCA, FATA, and FPWA opposition began, as herein discussed, did Defendants reverse course.

28. Ms. Mares was, in fact, abundantly qualified to be Defendants' Finance Director. Prior to her hire at County, Ms. Mares had 20 years of leadership experience including 15+ years of financial management across public, private, government sectors, expertise in governmental finance, managerial accounting, trust administration, regulatory compliance, and cross-functional

coordination.

29. From 2023 to 2024, Ms. Mares was a Trust Officer with Cardinal Trust Inc., where she administered daily trust operations, including asset transfers, regulatory tracking, and compliance with fiduciary requirements; prepared audit materials and maintained controls for regulatory reviews and trust law compliance; and served as liaison between legal counsel, beneficiaries, and financial advisors.

30. From 2016 to 2023, Ms. Mares was Chief Operating Officer for Wealth Management Group, where she managed an \$80 million dollar book of business; directed financial strategy, budgeting, client asset oversight, and regulatory compliance across all operations; ensured adherence to FINRA, SEC, and state regulations; managed documentation, risk mitigation, and audit preparedness; implemented SOPs and SLAs to streamline operations and enhance service delivery; and led investment review processes and financial strategy implementation for high-net-worth portfolios.

31. From 2013 to 2015, Ms. Mares was a Veterans Affairs Specialist at Universal Technical Institute, where she managed VA and Title IV financial aid processing for 500+ students, ensuring regulatory compliance; reconciled EFT payments and ledger balances; maintained clean audit records with zero findings; and partnered with internal departments to support financial aid training and audit readiness.

32. From 2011 to 2013, Ms. Mares was a Student Affairs Advisor at Universal Technical Institute, where she guided students through financial aid and academic eligibility, improving compliance and retention; enforced Title IV/VA rules by monitoring disbursements and student progress; and connected students with internal and community-based academic and financial resources.

33. From 2004 to 2008, Ms. Mares was a Director of Student Services at National American University, where she directed operations, budgeting, and student support for the Albuquerque campus; advised on degree planning and financial impact; led academic programs in Accounting and Organizational Leadership; and partnered with Finance and Admissions to strengthen tuition collection and student retention.

34. Based on all the above experience, Ms. Mares was at least as qualified as County's prior Finance Director, Jesus Baquera ("FD Baquera"). But despite having listed the Finance Director position at a pay rate of up to \$86,000, County brought Ms. Mares into the Finance Director position at an hourly rate projecting at \$70,000 per year. Further, upon information and belief, County had paid FD Baquera over \$80,000. County is paying the current "Chief Financial Officer," Tim Montgomery ("CFO Montgomery"), a rate of approximately \$110,000 per year. The CFO position never existed while Defendants employed Ms. Mares. However, it involves equal work, equal skill, effort, responsibility, and similar working conditions to that of the Finance Director position when Ms. Mares occupied it. And as discussed herein, in late March 2025, Ms. Mares complained about the lower pay rate at which County was proposing to hire her as full Finance Director, as compared to her male predecessor.

35. Defendant County is a statutory local government entity and body politic and corporate, organized under the laws and statutes of the state of New Mexico, employs 300 or more persons, and can sue or be sued in accordance with state law. *See* NMSA § 4-18-1. County has all the same powers granted by statute to municipalities. *See* NMSA § 4-37-1.

36. Defendant Commissioners exercise the powers of County as a body politic and corporate, including having the power to be sued for County operations, and the power to employ a County Manager—as County has done—to serve as personnel officer, fiscal director, budget officer,

property custodian, and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities. *See* NMSA §§ 4-38-1, 4-46-1, and 4-38-19(b).

37. Defendant George A. Trujillo is a resident of Mora County, New Mexico, who served a prior term after the 2014 general election and was again elected to the District 2 seat in the November 8, 2022 general election. Chair Trujillo assumed the role of Commission Chair at the start of his current term in January 2023. And he is currently on the ballot for the upcoming Democratic primary election on June 2, 2026.

38. Venue is appropriate because the actions complained of are conduct and employment practices of Defendants, who operate and employed Plaintiff within the District of New Mexico, subject to the laws of the State of New Mexico. 28 U.S.C. § 1391. And such actions subject Defendants to the personal jurisdiction of the District of New Mexico as to this civil action. *Id.*

BACKGROUND FACTS COMMON TO ALL COUNTS

39. Defendants committed systemic failures of governance, financial oversight, and fiduciary responsibility, including but not limited to wasting and/or jeopardizing the entire \$41 million SB6 Funds for the CCHP Fire.

40. Defendants defamed, harassed, breached prior (February and March 2025) commitments to hire Ms. Mares as formal Finance Director, and finally terminated Ms. Mares on June 3, 2025, after she opposed and attempted to stop the above malfeasance, both by internal and external/agency complaints she made from January through June 2025.

FCA, FATA, FPWA, and WPA Opposition and “Original Source” Reports

41. In assessing a qui tam complaint under FCA and FATA (modeled on FCA), it is relevant whether “substantially the same allegations ... were publicly disclosed ... in a criminal, civil, or

administrative hearing ... other federal report, hearing, audit, or investigation ... or from the news media” **unless the Relator is “an original source of the information.”** *See* 31 U.S.C. § 3730(e)(4)(A); NMSA §§ 44-9-7(A)(2) and 44-9-9(A). In *State ex rel. Foy v. Austin Capital Mgmt., Ltd.*, 2015-NMSC-025, ¶¶ 16-19, 335 P.3d 1, the Supreme Court of New Mexico interpreted NMSA § 44-9-9 in harmony with FCA’s “government knowledge bar.” *Id.* The Court effectively read an “original source” exception into FATA. *Id.* Doing so, the Court noted, “It would be an absurd construction of FATA to hold that the Foys are piggybacking off their own prior claims in an effort to unfairly recover” and “might discourage future *qui tam* plaintiffs from turning up wrongdoing discovered after their case was filed.” *Id.*

42. Ms. Mares is, in fact and as a matter of law, the “original source” of the Office of State Auditor (OSA) Special Audit and the New Mexico Department of Justice (NMDNJ) investigation that have since occurred, as herein discussed.

43. Before any of those developments, as well as before her June 3, 2025 termination, Ms. Mares engaged in protected opposition and efforts to stop one or more actual or potential FCA and FATA violations by Defendants, including malfeasance, misuse, and deceptive/false practices, including without limitation **mishandling and recording of the \$41 million SB6 Funds designated for strictly FEMA-reimbursable costs, and years-long non-reporting of \$1.3 million in funds under American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) and Local Assistance and Tribal Consistency Fund (LATCF).**

44. Ms. Mares did so not only within Defendants’ reporting structure, but also—after finding Defendants’ reporting structure to be a sham and futile—to State agencies and officers.

45. Ms. Mares’s opposition, reports, and efforts to stop one or more actual or potential FCA, FATA, and FPWA violations included but were not limited to the following.

- a. From January through June 2025, Ms. Mares repeatedly voiced internal concerns.
- b. On January 2nd, Ms. Mares also contacted OSA to request an audit.
- c. On or about March 28th, while stating he was ordering a formal offer to make Ms. Mares full Finance Director, then-County Manager Joseph Weathers (“CM Weathers”) proposed still to pay her just \$75,000 per year. In immediate response, Ms. Mares complained that this was unfairly less than Defendants had paid her predecessor, FD Baquera.
- d. On April 14th, Ms. Mares finally emailed a detailed complaint to OSA, noting “conflicts of interest, unethical conduct, and what may constitute misuse of public and federal funds.” She noted having encountered “consistent and troubling pushback” from Human Resources, County Attorney Ernestine Cruz (“CA Cruz”), and Chair Trujillo. Should reported concerns with handling of SB6 Funds and interest, FEMA claims, and Chair Trujillo having “directed the Road Department to extend work onto his property and attempted to engage the National Guard for cleanup on or near his land.” She stated, “I am witnessing a pattern of conduct that raises red flags regarding corruption, unethical governance, and potential criminal misuse of public funds.” She concluded, “I believe this situation demands independent investigation and accountability.” ²
- e. On April 15th, Ms. Mares gave notice of and forwarded her April 14th OSA email to Commissioner Veronica M. Serna (“Commissioner Serna”), Commissioner Johnny H. Trujillo (“Commissioner J. Trujillo”), and to Human Resources Coordinator DesMarie Romero (“CHRC Romero”), adding that she had also sent the email to “the Governor’s office as well as DFA.” ³
- f. On May 1st, Ms. Mares emailed the Commissioners and DFA addressing a “retaliatory” confrontation she experienced at the April 30th Commission meeting. She reported she had uncovered a years-long “pattern of past mismanagement and incomplete reporting that continues to surface,” including (in the prior two weeks) finding County for years prior failed to report to United States Treasury regarding \$1.3 million in SLFRF and LATCF funds, with County thus at risk of “forfeiting these federal funds,” and other “compliance” risks including “FEMA reimbursement, disaster recovery, and critical reporting deadlines.” She requested that the work she was doing stop being “dismissed through unfounded claims or public confrontation” by Defendants. ⁴
- g. On May 5th, Ms. Mares emailed CA Cruz, DFA, OSA, and the Commissioners expounding on the April 30th exchange she had previously described as “retaliatory.” ⁵
- h. On May 13th through 21st, Ms. Mares emailed various Defendants’ staff regarding budget and accounting errors or ambiguities, including noncompliance with mandates

² *Exhibit 1* (Mares Email to OSA, dated 04/14/2025, forwarded to Defendants on 04/15/2025).

³ *Id.*

⁴ *Exhibit 2* (Mares Email to Commission, DFA, and others, dated 05/01/2025).

⁵ *Exhibit 3* (Mares Email to CA Cruz, DFA, OSA, and others, dated 05/05/2025).

that public funds be deposited and tracked within their correct accounts and not commingled.⁶

i. On May 16th, Ms. Mares emailed additional concerns to Defendants’ outside auditors, Jaramillo Accounting Group (“JAG”), and to OSA and DFA.⁷

j. On May 16th, Ms. Mares’s prior reports triggered an OSA Special Audit.⁸

k. On May 21st (and June 11th), media publicly named Ms. Mares as the original source of information being received and acted upon by OSA (and DOJ).⁹

l. On May 21st Ms. Mares’s prior reports triggered a DOJ investigation.¹⁰

m. On June 2nd, Ms. Mares emailed the recently appointed “Acting Interim County Manager” (ICM) Richard R. Trujillo (“ICM Trujillo”) (whom Defendants had just hired on May 13th) taking exception to his hiring proposals exceeding the budget.¹¹

46. In these manners, Ms. Mares exhausted all existing internal procedures for reporting false claims within Defendants’ organization, before proceeding to external reports to OSA, DFA, and the Governor’s office, but Defendants failed to act on the information provided within a reasonable time.

June 3rd Notice of Termination and Defamation

47. On June 3rd, Defendants terminated Ms. Mares from employment. *See Exhibit 10* (Termination Notice from ICM Trujillo, dated June 3, 2025, stating it would take effect on June 30, 2025).

48. While the individual signing the termination notice (ICM Trujillo) was new, the persons who hired and influenced him to paper the termination (Chair Trujillo, CA Cruz, and CHRC

⁶ *Exhibit 4* (Mares Emails Clerk’s Office, Sheriff’s Office, and Ambulance Service, dated from 05/13/2025 to 05/21/2025).

⁷ *Exhibit 5* (Mares Email to Auditors, DFA, and OSA, dated 05/16/2025).

⁸ *Exhibit 6* (OSA Notice of Audit to Commissioners and CM Trujillo, dated 05/16/2025).

⁹ *Exhibit 7* (KRQE Story, dated 05/21/2025); *Exhibit 8* (Santa Fe New Mexican Story, dated 06/11/2025).

¹⁰ *Id.*

¹¹ *Exhibit 9* (Mares Email to ICM Trujillo, dated 06/02/2025).

Romero) were the same against whom Ms. Mares had recently raised the above complaints.

49. Because he was not yet three weeks on the job (again, having just been hired on May 13th), ICM Trujillo was not the actual decisionmaker, as he had no personal knowledge on which to assess, discredit, or dismiss Ms. Mares as Finance Director.

50. ICM Trujillo was necessarily directed, advised, and/or relied heavily on facts provided or withheld by these persons, with a result that they so heavily influenced ICM Trujillo for him to have effectively delegated his factfinding to these biased supervisors and coworkers.

51. The termination action thus remains retaliatory under “cat’s paw” doctrine because these persons intended to cause adverse employment actions against Ms. Mares, and the taint of their influence was a cause-in-fact for the June 3rd termination.

52. This influence—as well as ICM Trujillo, himself, avowing joinder in the retaliation—is express in Defendants’ June 3rd termination notice and later “Press Release.” *See Ex. 10; Exhibit 11* (County Press Release, dated 06/11/2025).

53. In their termination notice and later “Press Release,” Defendants admit—and essentially *boast*—they fired Ms. Mares while aware of and motivated by her reports “to various state agencies beginning on April 14, 2025.” *Ex. 10; Ex. 11*. They explicitly tie the termination to “avoid[ing] the implication that public funds have been misappropriated,” including “recent reports that \$2.700,000 is “missing” from Mora County.” *Ex. 10*. And they purport to dispose of any such concern based on a “reconciliation process” since conducted by County Chief Deputy Treasurer Josephine Montoya (“CDT Montoya”). *Id.*

54. In a similar display, Chair and ICM Trujillo in their subsequent Press Release (entitled “Change is Coming”) insinuated Ms. Mares had *caused* Defendants’ financial mess, and that removing her was the only fix needed for its financial issues. *Ex. 11*.

55. This was brazen defamation of Ms. Mares's character, considering:

- a. Ms. Mares was not employed in any capacity by Defendants until January 2025;
- b. Ms. Mares thus had no possible role or responsibility in Defendants' long-established, non-compliant practices before January 2025; and
- c. in truth, it was only because of Ms. Mares's competence and insistence on compliance and generally accepted accounting and financial principles that OSA and DOJ focused on Defendants' operations and began to force change.

56. Further, the June 3rd Termination Notice details the absurd lengths ICM Trujillo went to on **his very first days on the job** to prop up Defendants' first directives and planned pretext for firing Ms. Mares. *Ex. 10 at 2.* As ICM Trujillo tells it:

On February 10, 2025, an interview panel interviewed three individuals who applied for the Finance Director position, including yourself. Prior management had not completed the hiring process as of mid-April 2025. Therefore, following my hire in mid-May 2025, I asked Human Resources Coordinator Romero to reach out to the **three applicants** who were interviewed in February 2025 so I could visit with **each of you** to make my hiring decision. At that time, **only two of the three applicants were still interested** in the position. **In addition to the other applicant, I informally interviewed you** on Thursday, May 15, 2025. **The other applicant** was more qualified and had local government experience. **I offered her the position** on Friday, May 16, 2025, with a prospective start date of Thursday, May 22, 2025. **She later declined** the job offer out of concern related to information she learned about the state of the County's finances. **As a result, I had to brainstorm** regarding other options to better support the Finance Department through experienced leadership and staffing.

Id. (emphasis added)

57. If you follow that, ICM Trujillo says he interviewed two candidates (while struggling to admit that Ms. Mares was one of the just two), offered the job to the other, and had no idea what to do when she declined the position.

58. In other words, he could not possibly imagine continuing to employ the "second applicant"—Ms. Mares, the incumbent Finance Director—even though subsequent audits would strongly suggest Ms. Mares is the only Finance Director the County found in the past five years

who actually tried to straighten out accounts, separately book funds and expenditures in correct, non-commingled accounts, meet regulatory requirements, and comply with the law.

Plaintiff's June 6th Grievance

59. After receiving Defendants' June 3rd notice of termination, *Ex. 10*, Ms. Mares—before its effective date (June 30th)—emailed a formal grievance to CHRC Romero, ICM Trujillo, CA Cruz, and Chair Trujillo. *Exhibit 12* (Mares Email to HRC Romero and CM Trujillo, dated 06/06/2025). There, she recounted her history of complaints since January 2025; detailed the retaliation she experienced in January, February, March, April, May, and June 2025, including by the CA Cruz; identified internal procedural violations; complained specifically of legal violations including mismanaging SB6 funds, retaliation to interfere with OSA's ongoing audit, and WPA violations; and noted that the "reconciliation process" by which Defendants purported to have 'found' all funds in question was bogus, for reasons including that the individual purporting to have conducted that reconciliation, CDT Montoya, had "**not been trained to perform reconciliations**" and had admitted they have "**not been completed in over 20 years.**" *Id.* (original emphasis).

60. Ms. Mares also documented that on March 28, 2025, CM Weathers had decided and directed CHRC Romero to extend a formal offer to hire Ms. Mares as the regular Financial Director. *Ex. 12; Exhibit 13* (Emails from CM Weathers to CHRC Romero, dated 03/28/2025 and 04/08/2025).

61. By noting this, Ms. Mares showed Defendants' subsequent withholding of regular Financial Director status was retaliatory.

62. That is, after Ms. Mares on March 28th complained of unequal pay and on April 14, 2025 emailed her broader complaint to OSA, DFA, and the Governor's office, the County refused to

follow through on then-CM Weathers' March 28th decision to make Ms. Mares permanent Financial Director. On May 13th, Defendants by the above-referenced appointment of ICM Trujillo extinguished the prior authority of CM Weathers. And in his first few days in that role, ICM Trujillo immediately set about the Commissioners errand of trumping up grounds to avoid retaining and soon, instead, terminating Ms. Mares.

63. Ms. Mares also copied her June 6th grievance to DFA, DOJ, and the State's General Services Division ("GSD"). *Ex. 12.*

64. Rather than act responsibly and in the public interest in response to any of Ms. Mares's protected complaints/opposition, Defendants instead exhibited increasing malice, willfulness, or at minimum reckless disregard for the law, thereby warranting an award of multiple or punitive damages under the respective statutes here in issue.

65. On June 6th, ICM Trujillo sent Ms. Mares a letter purporting to respond to her Formal Grievance of just hours before, on the same day. *Exhibit 14* (ICM Trujillo Letter to Ms. Mares, dated 06/06/2025). Tauntingly, ICM Trujillo stated, "All allegations suggesting violation of the County's personnel policy or the law are taken seriously and in my capacity as Interim County Manager, I will work to ensure that there is no retaliation or reprisal against you resulting from today's email." *Id.* And he concluded, "I will advise you of the next steps in handling your "Formal Grievance" early next week." *Id.*

66. The taunting nature of ICM Trujillo's June 6th Letter is evident, as follows.

- a. Ms. Mares had made written complaints of County violating policy, law, and retaliating for months, including her March 28th verbal response to Defendants' offer of unequal pay, and her April 14th, April 15th, May 1st, and May 5th emails.
- b. Never before ICM Trujillo's June 6th letter had Ms. Mares received any such

written response, corrective action, or assurance against retaliation by Defendants.

- c. ICM Trujillo's June 3rd **Notice of Termination, itself, was Defendants' retaliation** for Ms. Mares's complaints including on March 28th, April 14th, April 15th, May 1st, and May 5th.
- d. ICM Trujillo's June 3rd Notice made that retaliatory intent clear, on its face.
- e. Ms. Mares's June 6th Grievance protested that very retaliation.
- f. Yet ICM Trujillo's June 6th response offered to make no investigation of whether the termination, itself, was retaliatory. Instead, he offered only to protect her from any *other* retaliation in the few days left before her termination became effective on June 30th. ICM Trujillo was thus knowingly sarcastic, taunting, and dismissive of the clear thrust of Ms. Mares's Grievance.
- g. Finally, neither ICM Trujillo nor any other agent of Defendants ever followed through on his commitment of "next steps" (in the conclusion of his June 6th letter) or took any further action whatsoever in response to Ms. Mares's June 6th Grievance.

Termination Effective June 30, 2025

67. Defendants took no action on Ms. Mares's June 6th grievance, thus ratified the June 3rd notice of termination, and carried out termination of her employment on June 30, 2025.

Subsequent Staffing Changes

68. ICM Trujillo did not last four months; he resigned on September 10, 2025, stating numerous complaints/admissions of the Commissioners' ongoing undue influence and intervention in County Manager decisions and functions. *See Exhibit 15* (Las Vegas Optic Story: Trujillo Resigns as Mora County Manager, dated 09/24/2025).

69. Since ICM Trujillo's resignation, former CHRC Romero is now Acting Interim County

Manager (“ICM Romero”). Upon information and belief, before County hired Ms. Mares, Romero had only a few months on the job as Human Resources Coordinator. Prior to that, she only worked in payroll for Taos County. She lacks education and experience to make an informed evaluation of any Finance Director’s performance or to exercise meaningful oversight of the operations and accounting issues identified in the OSA Audit. As such, she is at great risk of being another pawn of the Commission and exercising no real independent judgment.

OSA’S April 2026 Special Audit Report

70. Just weeks ago, OSA completed its Special Audit, confirmed Ms. Mares’s numerous concerns had been valid, and found Defendants for years had a “pattern of disregard for fundamental controls, procurement laws, and basic principles of public stewardship.” *See Exhibit 16* (OSA’s Open Letter to County Commissioners, dated April 27, 2026, and attached, excerpted Forensic Investigation Report and Supplementary Information (“OSA Audit”), dated April 21, 2026).

71. The OSA Audit fully establishes Ms. Mares’s concerns and reports of potential violations were objectively reasonable.

72. The Audit also gives the lie to Defendants’ effort to blame Ms. Mares. OSA found:

... County financial activity, governance practices, procurement, and internal controls for the period **January 1, 2020, through May 1, 2025**—demonstrate a sustained and unacceptable breakdown in accountability over public monies entrusted to the County for the benefit of its residents. This letter is not procedural, ceremonial, nor informational in nature; it is issued to state **clearly, directly, and without equivocation** that the conditions identified in the forensic audit reflect **serious failures by the County’s elected governing body to uphold its oaths of office, its fiduciary obligations, and its fundamental duty to protect the public trust.**

The results of this forensic investigation compel a clear and unequivocal conclusion: **Mora County’s systems of financial oversight and governance failed repeatedly, materially, and over an extended period of time, and those failures occurred under the authority and watch of the County’s elected**

governing body. The audit reveals a **pattern of disregard for fundamental controls, procurement laws, and basic principles of public stewardship** that are essential to safeguarding taxpayer resources.

Ex. 16 (OSA Audit at 1) (both original and added emphasis).

73. Ms. Mares was a County employee for less than four months of the OSA Audit’s four-year and four-month (January 1, 2020 to May 1, 2025) period.

74. Ms. Mares was never part of the County’s “elected governing body” (*i.e.* Board of Commissioners).

75. The entire “elected governing body” the OSA Audit faults—the Board for years 2022 to present, and its Chair, Trujillo—remains in place at this time.

76. The OSA Audit also confirmed Defendants’ mismanagement included mishandling the \$41 million SB6 Funds to be repaid by FEMA. The Audit concluded:

Of particular concern are findings related to the County’s handling of significant public funds, including disaster-related monies and accumulated interest totaling **millions of dollars**, which were **neither properly restricted, tracked, nor accounted for**, and in some instances were expended for purposes wholly unrelated to their lawful intent. **Such failures expose the County—and by extension its residents—to substantial financial risk, potential repayment obligations, loss of eligibility for future funding, and lasting damage to the County’s fiscal stability and credibility.**

Ex. 16 (OSA Audit at 1) (original and added emphasis).

77. In its specific findings, the OSA Audit further found County:

- a. violated 2.20.6.8 NMAC by not having documented policies and procedures for County operations, *Ex. 16* (OSA Audit at 63),
- b. violated 1.21.2 NMAC by not preserving financial records, contracts, and other supporting documentation, *id.* (OSA Audit at 64),
- c. violated NMSA § 6-5-1 by not adequately and accurately recording its financial activities, including procurement documentation and quarterly disaster reports, *id.*,
- d. violated 2.20.6.8 NMAC by not completing and not requiring contemporaneous reconciling of bank deposits and expenditures, *id.* (OSA Audit at 65),

- e. violated the New Mexico Procurement Code, rules, regulations, and policies by not having competitive solicitations for services, *id.* (OSA Audit at 66),
 - f. violated NMSA §§ 13-1-127 to 13-1-128 by falsely designating purchases as “emergencies,” *id.* (OSA Audit at 68),
 - g. violated NMSA § 13-1-125 by artificially dividing procurement to characterize it as a small purchase, *id.* (OSA Audit at 69),
 - h. violated procurement laws, rules, regulations, and policies by not issuing timely purchase orders, *id.* (OSA Audit at 70), having insufficient supporting documentation for vendor invoices, *id.*, not having properly signed invoices, *id.* (OSA Audit at 71),
 - i. violated Senate Bill 6 and potentially FEMA’s HPCC Program and Policy Guide 2.0, as well as other FEMA policies and procedures, by using SB6 Funds interest income for expenditures unrelated to SB6 purposes/restrictions, *id.* (OSA Audit at 72),
 - j. violated 2.20.6.8 NMAC by approving funding without a clearly defined use and understanding of the related expenditures, *id.* (OSA Audit at 73),
 - k. violated the Governmental Conduct Act Compliance Guide by not obtaining and maintaining conflict-of-interest disclosures from County employees and Commissioners, *id.*,
 - l. violated NMSA § 4-38-19 and the 2024 New Mexico County Commissioner Handbook by Commissioners inserting themselves in day-to-day operations of the County, *id.* (OSA Audit at 74),
 - m. violated NMSA § 4-38-1 and the 2024 New Mexico County Commissioner Handbook by Commissioners not providing proper oversight of the County’s operations and finances, *id.* (OSA Audit at 75),
 - n. failed to provide fraud awareness training to employees, *id.*,
 - o. violated the National Commission on Fraudulent Reporting standards emphasizing the “tone at the top” creating an anti-fraudulent or fraudulent atmosphere, *id.* (OSA Audit at 76), and
 - p. violated 2.2.2.15 NMAC by disclosing confidential information regarding the special audit/forensic investigation without OSA’s authorization, *id.* (OSA Audit at 77).
78. Despite all these specific findings, Defendants—by and through the same persons—continue trying to deflect and to blame and defame Ms. Mares. *See Exhibit 17* (KOAT article: State Auditor Visits Mora County about mismanaged disaster relief funds, dated 05/06/2026).

79. On May 6, 2026, now-ICM Romero responded to questions about the OSA Audit by stating, “Our finance team, it’s not the past team. We’re wanting to obviously move forward and make Mora County better.” *Id.*

LEGAL CONTEXT

80. Regardless of Defendants’ ongoing deflection, OSA with its findings has affirmed not only that Ms. Mares’s concerns were valid, but also that the Audit and its conclusions were based primarily on Ms. Mares’s specific disclosures in January through June 2025 and her significant contribution in initiating and advancing the entire inquiry. *See* NMSA §§ 44-9-7(A)(2).

81. Thus, while the OSA Audit is now public at the time that Ms. Mares is filing this FCA, FATA, FPWA, and WPA lawsuit, Ms. Mares’s lawsuit is by no means a “parasitic” or “piggybacking” action. *See State ex rel. Foy v. Austin Capital Mgmt., Ltd.*, 2015-NMSC-025, ¶19, *aff’g in part, rev’g in part*, 2013-NMCA-043, 297 P.3d 357. Ms. Mares, herself, is the “original source” and “prior relator” who in the first place alerted OSA, DFA, the Governor’s office, and NMDOJ to these concerns, and thus put into motion the forces that yielded all now “public” information, including the OSA Audit.

82. These facts are also key to Ms. Mares’s coverage and protection under FCA’s retaliation provision.

Applicability of FCA to FEMA, to County, and to Plaintiff’s Opposition

83. FEMA claims and disaster reimbursement requests submitted by county officials are subject to the FCA. *See Cook County v. United States ex rel. Chandler*, 538 U.S. 119, 129 (2003) (holding local governments such as counties are “persons” subject to FCA); *United States ex rel. Coffman v. City of Leavenworth*, 303 F. Supp. 3d 1101, 1121 (D. Kan. 2018) (denying summary judgment on employee’s FCA retaliation cause of action, where the employee five

months prior to termination had questioned falsity of a City FEMA claim); *United States ex rel. Erickson v. Uintah Special Servs. Dist.*, 395 F. Supp. 2d 1088, 1100 (D. Utah 2005) (denying Rule 12 motion to dismiss County Commission employee’s FCA retaliation cause of action, where the employee had alleged mismanagement of FEMA funds).

84. Any local or state government official who knowingly submits false or fraudulent information to secure disaster relief funding can be held civilly liable under the FCA. *Id.*

85. When county officials apply for FEMA funding, they do so under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The funds disbursed are United States Government funds, which brings them directly under the scope of the FCA. *Id.*

86. Liability can arise from inflating damage estimates, misrepresenting the scope of emergency work, falsifying labor or equipment hours, or certifying that funds were used for eligible recovery projects when they were not.

87. In current form after FERA, FCA expressly creates a retaliation cause of action not only for employees “discharged” due to protected opposition to an FCA violation, but also for employees “*demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment*” as a result of “*lawful acts done by the employee, contractor, agent or associated others in furtherance of any action under this section or other efforts to stop 1 or more violations of*” the Act. 31 U.S.C. § 3730(h)(1) (emphasis added).

88. Thus, while Ms. Mares was eventually terminated, she also accrued discrete rights to relief under FCA § 3730(h)(1) each time she suffered *any* adverse threats, treatment, or changes in her employment terms and conditions due to her protected acts.

89. Courts recognize the first prong of 31 U.S.C. § 3730(h)(1) (acts “in furtherance of any

action under this section”) is not limited to protecting employees preparing to file a *qui tam* claim of their own. The protection includes employees investigating matters that “reasonably could lead to” or have a “distinct possibility” of leading to any viable FCA case, *Hoyte v. American Nat’l Red Cross*, 518 F.3d 61, 66, 68–69 (D.C. Cir. 2008) (internal quotation marks omitted), as well as in any way “assisting in an ... action brought by the government.” *United States ex rel. Reed v. KeyPoint Gov’t Sols.*, 923 F.3d 729, 764–65 (10th Cir. 2019) (quoting *United States ex rel. Ramseyer v. Century Healthcare Corp.*, 90 F.3d 1514, 1522 (10th Cir. 1996)).

90. More important for Ms. Mares’s claim in this case, Courts recognize the second, newer (since 2009) prong of 31 U.S.C. § 3730(h)(1) (“other efforts to stop 1 or more violations” of the FCA) is not tied even to the prospect of a FCA proceeding. *See United States ex rel. Grant v. United Airlines, Inc.*, 912 F.3d 190, 201 (4th Cir. 2018) (“The apparent purpose of the [second prong] is to untether these ... protected efforts from the need to show that [a False Claims Act] action is in the offing. Indeed, we and other circuits have recognized that the amended language broadens the scope of protected activity.”); *United States ex rel. Chorchos v. American Med. Response, Inc.*, 865 F.3d 71, 97 (2d Cir. 2017) (the second prong “broaden[s] the universe of protected conduct under [Section] 3730(h), at least with respect to ‘efforts to stop’ [False Claims Act] violations”). And in turn, courts have uniformly noted that this new prong (added by the 2009 FERA amendments) significantly broadened the scope of FCA retaliation protection and “seems to sweep within its scope all conduct, complaints, and reports intended to stop a FCA violation.” *Moore v. Univ. of Kansas*, 118 F. Supp. 3d 1242, 1257 (D. Kan. 2015).

91. A recent FCA retaliation decision by the United States Court of Appeals for the Tenth Circuit illustrates these post-FERA standards:

Mr. Barrick’s activity does not need to lead to a viable *qui tam* claim. To the extent PMI implies Mr. Barrick needed to say magic words, such as “FCA violation” or “fraudulent report to the government to avoid payment,” to put PMI on notice, this is contrary to the text of the FCA which protects “other efforts” to stop violations. And, to the extent PMI argues an employer must know it is the FCA being violated, and know of the FCA and its elements, this is also incorrect Because the protected activity itself must have a nexus to the FCA, to establish notice Mr. Barrick’s actions must have conveyed to PMI that he was attempting to stop PMI from (1) engaging in fraudulent activity to avoid paying the government an obligation or (2) claiming unlawful payments from the government. **PMI does not need to know the activity violates the FCA specifically and Mr. Barrick does not need to have furthered a *qui tam* action.**

United States ex rel. Barrick v. Parker-Migliorini Int’l, LLC, 79 F.4th 1262, 1270-71 (10th Cir. 2023) (citations omitted) (emphasis added); *United States ex rel. Reed v. KeyPoint Gov’t Sols.*, 923 F.3d 729, 767 (10th Cir. 2019).

92. Similarly, Ms. Mares did not need to know that what she was protesting could be an FCA violation. An employee need not know of the FCA for her actions to be considered “protected activity” under § 3730(h). If that were the rule, only those with sophisticated legal knowledge would be protected by the statute. *U.S. ex rel. Yesudian v. Howard Univ.*, 332 U.S. App. D.C. 56, 153 F.3d 731, 741 (D.C. Cir. 1998) (“... only [lawyers] would know from the outset that what they were investigating could lead to a False Claims Act prosecution.”).

93. Applying these standards, Defendants’ deceptive movement, booking, designation, and interest drawdowns of SB6 Funds—as discovered and reported by Ms. Mares—had all the earmarks of “fraudulent activity to avoid paying the government an obligation” to facilitate “claiming unlawful payments from the government.”

94. Ms. Mares’s pre-termination complaints within the County as well as to OSA, DFA, the Governor’s office, and NMDOJ were as matters of fact and law instances of investigating, documenting, and questioning, refusing to participate in, and taking lawful efforts to stop later

false FEMA “claims,” “records,” “statements,” and “retentions” of payments by Defendants and—in turn—the same under the FCA.

95. And while Ms. Mares did not need to say “FCA violation,” her April 14th email complaint to OSA did in fact state specific concerns including “what may constitute **misuse of public and federal funds**”; that it was improper for Defendants to attempt a “10th drawdown request” on “**SB6 LGIP interest funds**,” because “those funds are currently encumbered”; and because this “**misuse and mismanagement of taxpayer dollars, particularly in the wake of the devastating wildfires and floods**, is not just unethical, it’s a betrayal of our community’s needs and potential for recovery”; the County Attorney’s overreach into areas including “**FEMA claims**”; and “**conduct that raises red flags regarding corruption, unethical governance, and potential criminal misuse of public funds.**” *Ex. 1* (emphasis added).

96. These complaints were also sufficient under *U.S. ex rel. Sanchez v. Lymphatx, Inc.*, 596 F.3d 1300, 1303 (11th Cir. 2010). In *Lymphatx*, the court found plaintiff alleged FCA retaliation by averring “she complained about the defendants’ ‘unlawful actions’ and warn[ing] them that they were incurring ‘significant criminal and civil liability,’” which if proven suffices to show that the defendants were aware of the possibility of *qui tam* litigation.”

97. “**If an employee’s actions, as alleged in the complaint, are sufficient to support a reasonable conclusion that the employer could have feared being reported to the government for fraud or sued in a qui tam action by the employee, then the complaint states a claim for retaliatory discharge under § 3730(h).**” *Id.* at 1304 (citing *Childree v. UAP/GA AG Chem., Inc.*, 92 F.3d 1140, 1146 (11th Cir. 1996)) (emphasis added).

Applicability of FATA, FPWA, and WPA

98. The remainder of Ms. Mares’s April 14th email also illustrates all her pre-termination

protests, reports, efforts to obtain compliant accounting and financial practices, and efforts to stop Defendants' improper use and accounting of funds were in the public interest, bore upon a matter of public concern, and were of public benefit, because Ms. Mares advocated for Defendants to stop violating public policies expressly enacted in these and other federal and state laws, regulations, and local County ordinances and policies, and to stop Defendants from harming not just herself, but a class of citizens (including County residents and New Mexicans state-wide) those statutes, regulations, rules, ordinances, and policies were enacted to protect.

99. Ms. Mares has timely filed this Complaint before expiration of each relevant limitations period from dates on which Defendants retaliated against her, including her termination, which was effective June 30, 2025. *See* 31 U.S.C. § 3730(h)(3) (three years for FCA retaliation); NMSA 1978, § 44-9-12 (no time limit for FATA retaliation); NMSA § 28-3-4(d) (two years for FPWA action); and NMSA § 10-16C-6 (two years for WPA retaliation).

Jurisdiction as to All Claims and Parties

100. The court has federal question jurisdiction over the parties and subject matter pursuant to 28 U.S.C. § 1331 and FCA, 31 U.S.C. § 3730(h), and supplemental jurisdiction pursuant to 28 U.S.C. § 1367, FATA, NMSA § 44-9-11, FPWA, NMSA § 28-3-4, and WPA, NMSA § 10-16C-4(A).

CAUSES OF ACTION

Count 1: FCA Retaliation

101. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

102. Within the meaning of 31 U.S.C. § 3730(h)(1), Ms. Mares was an “employee, contractor, or agent” of Defendants.

103. Ms. Mares by the above acts was conducting internal investigations, reporting to

supervisors or compliance officers (including OSA, DFA, the Governor’s office, and NMDNJ); refusing to take part in actions that would result in; taking actions that were or could be in aid of potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps known to Defendants to stop Defendants from committing or engaging in efforts to stop what she in good faith, objectively, and reasonably believed were leading to false “claims,” “records,” “statements,” or “retentions” of payments by Defendants under FEMA and—in turn—the FCA.

104. By taking the \$41 million SB6 Funds with understanding they must be used on “eligible FEMA Public Assistance Projects” in connection with the 2022 CCHP Fire, yet not in fact using those funds for those purposes; by immediately on receipt of such funds deceptively posting the SB6 Funds as part of its grant fund, removing the SB6 Funds entirely from its books, creating “record” of it as part of the Severance Bonds SAP Fund, treating it as an unassigned fund balance, and implying the SB6 Funds could be used for any purpose; by the other actions extensively documented and condemned in the attached OSA Audit (the substance of which Ms. Mares fully incorporates by reference), including but not limited to withdrawing \$3,044,278.33 in interest on those funds for use including non-CCHP/FEMA purposes, and without “a clear indication of what the funds would be used for,” proper recording of the deposits or accurate tracking of the use of these funds, *see Ex. 16* (OSA Audit at 1); and by not timely, accurately, or honestly “recording,” documenting or seeking reimbursement from FEMA for appropriate projects, Defendants were submitting and were preparing to submit to false FEMA “claims,” “records,” “statements,” or “retentions” of payments, and nondisclosures of wrongfully retaining and having obligations and duties to return/repay the funds under the FCA.

105. Because of Ms. Mares’s lawful acts to stop Defendants from defrauding the government

as alleged herein, Defendants retaliated against Ms. Mares in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

106. Ms. Mares's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

107. Under 31 U.S.C. § 3730(h), Defendants are liable to Ms. Mares for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 2: FATA *Qui Tam*

108. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

109. Defendants are both amenable to suit pursuant to FATA, NMSA §§ 44-9-3 and 44-9-5.

110. Under NMSA § 44-9-5(a), Ms. Mares is an appropriate *qui tam* plaintiff to sue Defendants on behalf of the State.

111. Under NMSA § 44-9-2(E), Defendants are a "political subdivision" of the State.

112. By taking the \$41 million in SB6 Funds with understanding they must be used on "eligible FEMA Public Assistance Projects" in connection with the 2022 CCHP Fire, yet not in fact using those funds for those purposes; by the actions extensively documented and condemned in the attached OSA Audit (the substance of which Ms. Mares fully incorporates by reference), including but not limited to withdrawing \$3,044,278.33 in interest on those funds for use including non-CCHP/FEMA purposes, and without "a clear indication of what the funds would be used for," proper recording of the deposits or accurate tracking of the use of these funds, *see Ex. 16* (OSA Audit at 1); and by not timely, accurately, or honestly documenting or seeking reimbursement from FEMA for appropriate projects, Defendants obtained and or retained and

generated profit from the entire amount of funds under false pretenses, and/or by falsely or misleadingly using, recording, and retaining those funds without timely disclosing or returning the same to DFA. *See* § 44-9-3(A)(1), (2), (3), (4), (5), (8), and (9) NMSA 1978.

113. Due to their failures to manage, to account to the State for, including interest on the original SB6 Funds, and to disclose obligations to repay, and to repay in fact the State pursuant to the original terms of SB6 and the individual DFA Loan documents, Defendants should at this time be required to make such repayments, including returning the entirety of the SB6 Funds to the State, including interest at market rates, pursuant to SB6.

114. Defendants are thus liable to the State, with Ms. Mares as Relator, for:

- (1) three times the amount of damages sustained by the state or political subdivision because of the violation;
- (2) a civil penalty of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000) for each violation;
- (3) the costs of a civil action brought to recover damages or penalties;
- and
- (4) reasonable attorney fees, including the fees of the attorney general, state agency or political subdivision counsel.

NMSA § 44-9-3(C).

115. Pursuant to NMSA § 44-9-7, Ms. Mares further requests fifteen to twenty-five percent of the proceeds recovered by state, depending on the extent to which Ms. Mares versus other persons made significant contributions to initiation, advancement, and prosecution of this matter.

Count 3: FATA Retaliation

116. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

117. Defendants are both amenable to suit pursuant to FATA, NMSA § 44-9-11.

118. Under NMSA § 44-9-11(B), Ms. Mares was an “employee” of Defendants.

119. Under NMSA §§ 44-9-2(B) and 44-11(B), Defendants were an “employer” of Ms. Mares.

120. Under NMSA § 44-11(B), both County and Commissioners are each, as an “employer,” subject to suit by Ms. Mares.

121. By taking the \$41 million SB6 Funds with understanding they must be used on “eligible FEMA Public Assistance Projects” in connection with the 2022 CCHP Fire, yet not in fact using those funds for those purposes; by accessing over \$3,000,000 in interest on those funds for non-CCHP/FEMA purposes; and by not timely documenting or seeking reimbursement from FEMA for appropriate projects, Defendants reasonably appeared to Ms. Mares to have obtained the entire amount of funds under false pretenses, and/or to be falsely or misleadingly using, recording, and retaining those funds without timely disclosing or returning the same to DFA. *See* § 44-9-3(A)(1), (2), (3), (4), (5), (8), and (9) NMSA 1978.

122. Ms. Mares by the above complaints and opposition to Defendants’ systemic failures of governance, financial oversight, and fiduciary responsibility, including but not limited to mismanaging, wasting, and jeopardizing as much as \$41 million SB6 Funds for ultimate FEMA reimbursement engaged in lawful acts disclosing information to a government or law enforcement agency or in furthering a fraud against taxpayers action, including investigating, initiating, testifying or assisting in an action filed or to be filed pursuant to FATA. *See* § 44-9-11(b) NMSA 1978.

123. Defendants took retaliatory actions against Ms. Mares for these reports in the form of unequal treatment in the terms and conditions of employment, a hostile work environment, disciplinary write-ups, a denial of workplace privileges such as a right to reasonable investigation of reported misconduct and a right to notice and an opportunity to defend herself against allegations of failed performance, and termination of her employment. *See* § 44-9-11(b) NMSA 1978.

124. On such bases, Defendants committed employer interference/retaliation in violation of New Mexico Statutes § 44-9-11(b).

125. Under New Mexico Statutes § 44-9-11(c), Defendants are liable to Ms. Mares for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits under the Public Employees Retirement Association, and emotional distress, reinstatement to the position and seniority status Ms. Mares would have had but for the violation, two times the amount of back pay with interest on the back pay, compensation for special damages including emotional distress sustained as a result of the violation, punitive damages, and litigation costs and reasonable attorney fees.

Count 4: FFWA Discrimination

126. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

127. Plaintiff is an “employee” under FFWA, NMSA § 28-23-2(d).

128. Defendants are an “employer” under FFWA, NMSA § 28-23-2(e).

129. The Finance Director position as given to and performed by Mr. Baquera prior to Ms. Mares had the same job description and involved performance requiring equal skill, effort, responsibility, and similar working conditions under FFWA, NMSA § 28-23-3(a).

130. Yet Defendants without lawful justification or exception paid Ms. Mares approximately \$10,000 per year less based on her sex.

131. The “CFO” position as performed by Mr. Montgomery involves performance requiring equal skill, effort, responsibility, and similar working conditions as the Finance Director position as previously held and performed by Ms. Mares under FFWA, NMSA § 28-23-3(a).

132. Yet Defendants without lawful justification or exception paid Ms. Mares approximately \$40,000 per year less based on her sex.

133. Defendants' late-March 2025 proposal of and forcing Plaintiff agree to such unequal pay between the identical Finance Director positions was, itself, an act of "discrimination" and a violation under FPWA, NMSA § 28-23-3(a).

134. Ms. Mares has timely brought her FPWA with respect to that proposal by filing this FPWA claim within "two years from the last date of the employee's employment," *see* FPWA, NMSA § 28-23-4(d), and within "six years" of "the date of the last violation of the [FPWA]." *See* FPWA, NMSA § 28-23-6(d)

135. Under FPWA, Defendants are liable to Ms. Mares for:

- a. reinstatement with backpay and any other equitable relief as the court deems appropriate, such as promotion, reversing and expunging the unjust termination, and clearing Ms. Mares's professional record;
- b. compensatory damages, including:
 - i. the amount of any wages, salary, employment benefits, or other compensation denied or lost to Ms. Mares by reason of the violation, *see* FPWA, NMSA § 28-23-6(a)(1);
 - ii. emotional distress, *see* FPWA, NMSA § 28-23-6(a)(2);
 - iii. the interest on the amount described in clause (i) calculated at the prevailing rate;
- c. treble damages, *see* FPWA, NMSA § 28-23-6(a)(3);
- d. punitive damages, *see* FPWA, NMSA § 28-23-6(a)(C); and
- e. reasonable attorney fees and litigation costs including but not limited to expert fees pursuant NMSA to § 28-23-4(b).

Count 5: FPWA Retaliation

136. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

137. Plaintiff by the above acts engaged in "asserting a claim or right pursuant to [FPWA] or assisting another person to do so, or for informing another person about employment rights or

other rights provided by law” under FFWA, NMSA § 28-23-2(d).

138. Ms. Mares has timely brought her FFWA with respect to that proposal by filing this FFWA claim within “two years from the last date of the employee’s employment,” *see* FFWA, NMSA § 28-23-4(d), and within “six years” of “the date of the last violation of the [FFWA].” *See* FFWA, NMSA § 28-23-6(d)

139. Within less than two and one-half months of these discussions, Defendants terminated Ms. Mares. *See* NMSA § 28-3-5.

140. A clear motivating and but-for cause of Defendant’s June 3rd Notice of termination was Ms. Mares’s recent FFWA-protected complaints, requests, and actions.

141. On such bases, Defendants committed retaliation including discharging, demoting, denying promotion to or in other ways discriminating Ms. Mares in the terms or conditions of her employment under FFWA, NMSA § 28-23-5.

142. Under FFWA, Defendants are liable to Ms. Mares for:

- a. reinstatement with backpay and any other equitable relief as the court deems appropriate, such as promotion, reversing and expunging the unjust termination, and clearing Ms. Mares’s professional record;
- b. compensatory damages, including:
 - i. the amount of any wages, salary, employment benefits, or other compensation denied or lost to Ms. Mares by reason of the violation, *see* FFWA, NMSA § 28-23-6(a)(1);
 - ii. emotional distress, *see* FFWA, NMSA § 28-23-6(a)(2);
 - iii. the interest on the amount described in clause (i) calculated at the prevailing rate;
- c. treble damages, *see* FFWA, NMSA § 28-23-6(a)(3);
- d. punitive damages, *see* FFWA, NMSA § 28-23-6(a)(C); and

- e. reasonable attorney fees and litigation costs including but not limited to expert fees pursuant NMSA to § 28-23-4(b).

Count 6: WPA Retaliation

143. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

144. Under WPA, Defendants are both amenable to suit, pursuant to NMSA § 10-16C-4(a).

145. Under WPA, NMSA § 10-16C-2(b), Ms. Mares was a “public employee” of County.

146. Under WPA, NMSA § 10-16C-2(c)(2), County was a “public employer” of Ms. Mares.

147. Under WPA, NMSA § 10-16C-2(c)(4), Commissioners were a “public employer” (and/or an “officer of any entity listed in Paragraphs (1) through (3) of this subsection”) of Ms. Mares.

148. Under WPA, NMSA § 10-16C-4(a), both County and Commissioners are each, as a “public employer,” subject to suit by Ms. Mares.

149. Ms. Mares by the above complaints and opposition to Defendants’ systemic failures of governance, financial oversight, and fiduciary responsibility, including but not limited to mismanaging, wasting, and jeopardizing as much as \$41 million SB6 Funds for ultimate FEMA reimbursement, as well as violations of the State of New Mexico Procurement Code, NMSA §§ 13-1-28 to 13-1-199, Defendants’ own Procurement Policies and Procedures approved and adopted on or around August 12, 2014, corresponding potential FCA and FTA violations, and Defendants’ FPWA violations:

- A. communicate[d] to the public employer or a third party information about an action or a failure to act that the public employee believes in good faith constitutes an unlawful or improper act;
- B. provide[d] information to, or testifie[d] before, a public body as part of an investigation, hearing or inquiry into an unlawful or improper act; **and**
- C. object[ed] to or refuse[d] to participate in an activity, policy or practice that constitutes an unlawful or improper act.

See §10-16C-2 (c)(3) NMSA 1978.

150. The conduct of Defendants upon which Plaintiffs advocated, reported, and complained constituted reasonably perceived “unlawful or improper acts” within the meaning of WPA, because they involved “a practice, procedure, action or failure to act on the part of a public employer” that:

- (1) violates a federal law, a federal regulation, a state law, a state administrative rule or a law of any political subdivision of the state;
- (2) constitutes malfeasance in public office; or
- (3) constitutes gross mismanagement, a waste of funds, an abuse of authority or a substantial and specific danger to the public.

See §10-16C-2 (e) NMSA 1978.

151. Defendants took retaliatory actions against Ms. Mares for these reports in the form of unequal treatment in the terms and conditions of employment, a hostile work environment, disciplinary write-ups, a denial of workplace privileges such as a right to reasonable investigation of reported misconduct and a right to notice and an opportunity to defend herself against allegations of failed performance, and termination of her employment. *Lerma v. N.M. Dep’t of Corrections*, 2024-NMCA-011, *cert. granted* (“Our Legislature has defined ‘retaliatory action’ broadly as ‘any discriminatory or adverse employment action against a public employee in the terms and conditions of public employment’”) (citing § 10-16C-2(D) NMSA); *Dart v. Westall*, 2018-NMCA-061, ¶ 23, 428 P.3d 292 (concluding the evidence sufficed to support a jury finding of “retaliatory action” under the WPA where the defendant reassigned the plaintiff to a new division, “created a hostile work environment, made humiliating comments about him to his colleagues, issued him a substandard work vehicle, and required him to surrender his key to the forensic lab and cease investigating his caseload of crimes against children”).

152. On such bases, Defendants committed whistleblower retaliation in violation of New

Mexico Statutes § 10-16C-3.

153. Under New Mexico Statutes § 10-16C-4, Defendants are liable to Ms. Mares for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits under the Public Employees Retirement Association, and emotional distress, reinstatement to the position and seniority status Ms. Mares would have had but for the violation, two times the amount of back pay with interest on the back pay, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs and reasonable attorney fees.

Count 7: *Quo Warranto*

154. Ms. Mares repeats and realleges the preceding allegations as though set forth fully herein.

155. The New Mexico Constitution provides that “[a]ny public officer making any profit out of public money or using the same for any purpose not authorized by law, shall be deemed guilty of a felony and shall be punished as provided by law and shall be disqualified to hold public office.” *See* NM Const. Article VIII, Section 4; *see also State ex rel. Martinez v. Padilla*, 1980-NMSC-064, ¶ 5 (holding “N.M. Const. Art. VIII, § 4, does not require that a public officer be convicted of a felony before he can be disqualified, but merely requires a judicial finding that the officer has knowingly misused public funds”).

156. “An action in quo warranto is a proper method of correcting the usurpation, misuser, or nonuser, of a public office or corporate franchise.” *See State ex rel. Martinez v. Padilla*, 1980-NMSC-064, ¶ 6 (internal citation omitted).

157. “Where the acts of the officer are said to work a forfeiture of the office, ipso facto, quo warranto is a proper remedy.” *Id.* (“Though N.M. Const. Art. VIII, § 4 speaks of ‘disqualification’ rather than ‘forfeiture,’ the terms are synonymous in this context, as both go to

eligibility to hold office”).

158. Chair Trujillo is usurping his office as Chairman of the Board of Commissioners for Mora County “because the officer is continuing in office even though the misuse of public funds amounts to a forfeiture or disqualification.” *See State ex rel. Martinez v. Padilla*, 1980-NMSC-064, ¶ 8 (internal citation omitted).

159. Chair Trujillo is usurping his office as Chairman of the Board of Commissioners for Mora County because his abject failures to conduct appropriate oversight as outlined in the OSA Audit or to hire or retain competent personnel in the position of County Manager amounts to a forfeiture or disqualification of his office.

160. As summarized in the OSA Audit, County in just the four and one-half year audit period had 12 changes in the County Manager position. And in the year since the audit period (ending May 1, 2025) County has already had two more changes—with the appointment and resignation of then-ICM Trujillo, followed by the appointment of ICM Romero.

161. This illustrates an orchestrated pattern by which Commission for years has dominated, controlled, and usurped the supposed office of County Manager, structuring and implementing it only as a position of responsibility and a puppet to perform ministerial actions dictated by the Commission, while meanwhile not imbuing it with real authority or staffing with anyone other than fleeting, “interim” and “acting” status, soon to be extinguished.

162. Defendants’ arbitrary and capricious declarations and selective enforcement of supposed “emergencies” and “hiring freezes” further illustrates this domination, control, and usurpation by the Commission.

163. During Ms. Mares’s brief, five-month employment, Defendants declared two such hiring freezes.

164. The timing of the first freeze strongly suggests it was to keep CM Weathers from completing his full hiring of Ms. Mares, on pretext that as a temporary County Manager, he could not do so.

165. Yet even after Defendants confirmed Weathers as permanent County Manager in March 2025, Defendants again implemented a supposed hiring freeze when faced with the threat that he was preparing to make Ms. Mares the permanent Finance Director.

166. This inconsistency, combined with the timing of this second hiring freeze, strongly suggests it was a transparent effort to override and usurp the County Manager's actual delegated authority to make such decisions, and to prevent Ms. Mares from being in a full, permanent position to continue surfacing misconduct she had already been identifying, addressing, and on which she was increasingly complaining.

167. In addition, Defendants soon after this second "freeze" placed CM Weathers on administrative leave.

168. Finally, upon then hiring ICM Trujillo (on May 13, 2025)—and despite his "interim acting" status—Defendants immediately invested ICM Trujillo with all the hiring and firing they had denied Mr. Weathers—both when he was "Interim Acting" County Manager and even after he had been made full, permanent County Manager.

169. There is no consistent policy, rational basis, or justification behind the stop-and-start declarations and extensions or revocations of authority Commissioners have made with respect to the County Manager position.

170. There is only a common, constant thread of domination, control, and usurpation by the Commission, led by Chair Trujillo.

171. As such, fault and responsibility for all the fraud, abuse, and waste uncovered by the

OSA Audit lie first and foremost with Chair Trujillo.

172. For the foregoing reasons, Plaintiffs respectfully request the Court to determine that, as a matter of law, George A. Trujillo has forfeited his office as Chair, as well as a Commissioner on the Board of Commissioners, for the County of Mora.

PRAYER FOR RELIEF

173. WHEREFORE, Plaintiff Ruthie Mares requests that the Court order as to her claims for violations of FCA, FATA, and WPA that she be awarded damages, including but not limited to reinstatement with the same seniority status that she would have had but for the violation; unpaid or underpaid wages; back and front pay and benefits (including but not limited to loss or reduction in retirement benefits under the Public Employees Retirement Association); an added amount of “twice the amount of back pay with interest on the back pay”; special damages, including emotional distress; added treble damages; punitive damages; pre- and post-judgment interest as permitted by law; costs and reasonable attorneys’ fees; and any such other and further relief as the Courts deems just and proper.

JURY DEMAND

174. Plaintiff Ruthie Mares hereby demands trial by jury on all issues so triable.

Filed this 23rd day of May, 2026.

Respectfully Submitted,

-/s/ - Trent A. Howell -

Electronically filed & signed-

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Counsel for Plaintiff Ruthie Mares

EXHIBIT INDEX

1. Mares Email to OSA, dated 04/14/2025, forwarded to Defendants on 04/15/2025
2. Mares Email to Commission, DFA, and others, dated 05/01/2025
3. Mares Email to CA Cruz, DFA, OSA, and others, dated 05/05/2025
4. Mares Emails to Clerk's Office, Sheriff's Office, and Ambulance Service, dated from 05/13/2025 to 05/21/2025
5. Mares Email to Auditors, DFA, and OSA, dated 05/16/2025
6. OSA Notice of Audit to Commissioners and CM Trujillo, dated 05/16/2025
7. KRQE News Article, dated 05/21/2025
8. Santa Fe New Mexican Article, dated 06/11/2025
9. Mares Email to ICM Trujillo, dated 06/02/2025
10. Termination Notice from ICM Trujillo, dated 06/03/2025, to take effect 06/30/2025
11. County Press Release, dated 06/11/2025
12. Mares Email to HRC Romero and ICM Trujillo, dated 06/06/2025
13. Emails from CM Weathers to CHRC Romero, dated 03/28/2025 and 04/08/2025
14. ICM Trujillo Letter to Ms. Mares, dated 06/06/2025
15. Las Vegas Optic News: *Trujillo Resigns as Mora County Manager*, dated 09/24/2025
16. OSA Open Letter to County Commissioners, dated April 27, 2026, and attached, excerpted Forensic Investigation Report and Supplementary Information ("OSA Audit"), dated April 21, 2026
17. KOAT News: *State Auditor Visits Mora County about Mismanaged Disaster Relief Funds*, dated 05/06/2026