

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

ANKENETH CORBIN,)	
)	
Plaintiff,)	
)	Cause No.:
v.)	
)	
BLACK JACK FIRE PROTECTION)	
DISTRICT and DAVID CALHOUN,)	
)	
Defendants.)	

DEFENDANTS’ NOTICE OF REMOVAL

TO: THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1446, Defendants Black Jack Fire Protection District (the “Fire District”) and David Calhoun (“Chairman Calhoun”) (the Fire District and Chairman Calhoun are referred to collectively herein as the “Defendants”) hereby remove this action from the Circuit Court of St. Louis County, Missouri to the United States District Court for the Eastern District of Missouri based on federal question jurisdiction and supplemental jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1367. More specifically, the majority of Plaintiff’s claims arise under the Constitution, laws or treaties of the United States, and the remainder of Plaintiff’s claims are so related to his federal claims that they form part of the same case or controversy under Article III of the U.S. Constitution. § 1442(a)(1) and 1446. Defendants submit that removal is appropriate based on federal question jurisdiction and supplemental jurisdiction, and submit the following short and plain statement in support of removal:

BACKGROUND

1. The Fire District is a public entity situated in St. Louis County, Missouri.
2. Chairman Calhoun is Chairman and a Director of the Board of the Fire District, and, in that capacity, conducted business and operations in St. Louis County at all relevant times herein.
3. Plaintiff Ankeneth Corbin (“Plaintiff”) is a citizen residing in St. Louis County, Missouri.
4. On February 14, 2023, Plaintiff filed his Petition for Damages in the Circuit Court of St. Louis, County, Missouri. *See* Plaintiff’s Petition for Damages (“Petition”), Exhibit A. Plaintiff alleges in the Petition that the Defendants retaliated against him in violation of the Fourteenth Amendment protections of equal protection and due process under the U.S. Constitution (Count II); discriminated against him based on his age in violation of 42 U.S.C. § 1983 (Count IV); retaliated against him in violation of 42 U.S.C. § 1981 (Count V); and discriminated against him based on his race in violation of 42 U.S.C. §§ 1981 and 1983 (Count VI). *See* Exhibit A. Plaintiff also alleges the Fire District retaliated against him in violation of Mo. Rev. Stat. § 105.055 (Count I), and he alleges Chairman Calhoun is liable to him for intentional infliction of emotional distress (Count III). *See* Exhibit A. All of Plaintiff’s claims are based on the same alleged pattern of conduct on the part of the Fire District and/or Chairman Calhoun. *See* Exhibit A, ¶¶ 11-116.
5. As required by 28 § 1446(a) and Local Rule 2.03, true and correct copies of all process, pleadings, orders, and other papers from the matter filed in the St. Louis County Circuit Court, Missouri, are being filed with this Notice of Removal as Exhibit B.

6. Pursuant to Local Rule 2.02, a completed Original Filing Form and Civil Cover Sheet are attached as Exhibits C and D, respectively.

7. Pursuant to 28 U.S.C. § 1446(d) Defendants are filing written notice of its Notice of Removal with the Circuit Court of St. Louis County, Missouri, and serving it on all counsel of record.

GROUND FOR REMOVAL

A. Defendants Timely Filed This Notice of Removal

8. Defendants timely filed this Notice of Removal pursuant to 28 U.S.C. § 1446(b)(1). Plaintiff served Defendants on April 7, 2023, and Defendants filed this Notice of Removal within 30 days after service. *See* Electronic Communications of 03-24-2023, Ex. 5 (acknowledging service on the Defendants as of 04-07-2023).

B. Removal is Proper Under 28 U.S.C. §§ 1441, 1331 and 1367

9. Section 1441(a) provides that “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending”. 28 U.S.C. § 1441(a).

10. Pursuant to 28 U.S.C. § 1331, federal district courts “shall have original jurisdiction of all civil actions arising under the Constitution, laws or treaties of the United States”. 28 U.S.C. § 1331.

11. Plaintiff’s Petition contains six separate counts against the Defendants. Four of those counts arise under the Constitution, laws and/or treaties of the United States, such that this Court has original jurisdiction over those actions.

12. More specifically, Count II is an action for retaliation in violation of the Fourteenth Amendment protections of equal protection and due process under the U.S. Constitution; Count IV is an action for age discrimination violation of 42 U.S.C. § 1983; Count V is an action for retaliation in violation of 42 U.S.C. § 1981; and Count VI is an action for race discrimination in violation of 42 U.S.C. §§ 1981 and 1983. *See* Exhibit A. Because Counts II, IV, V, and VI of Plaintiff’s Petition assert actions under the Constitution, laws and/or treaties of the United States, this Court has original jurisdiction of those actions pursuant to 28 U.S.C. § 1331, and removal of those actions is proper pursuant to 28 U.S.C. §1441(a).

13. Section 1367(a) provides that “in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution”. 28 U.S.C. § 1367(a).

14. Plaintiff’s Petition includes two state law claims: Count I is an action for retaliation/illegal discharge in violation of Mo. Rev. Stat. § 105.055; and Count III is an action for intentional infliction of emotional distress against Chairman Calhoun. The factual allegations supporting those two state law claims are the same as the factual allegations supporting Plaintiff’s federal claims. Accordingly, Plaintiff’s nonfederal claims are so related to his federal claims that they form part of the same case or controversy, and removal is proper.

VENUE

15. Venue is proper in the Eastern District of Missouri because this is the district court “within which such action is pending”. 28 U.S.C. § 1446(a).

NOTICE OF REMOVAL AND JURY DEMAND

16. Pursuant to 28 U.S.C. § 1446, filing a copy of this Notice with the Clerk of the State Court effects removal of the State Court action.

17. Defendants demand a trial jury on all claims so triable.

CONCLUSION

18. For the reasons set forth above, the Defendants remove this action to the United States District Court for the Eastern District of Missouri.

Respectfully submitted,

GOLDBERG SEGALLA, LLP

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served through the Court's eFiling system and/or by facsimile, hand delivery, electronic mail, or U.S. Mail, postage prepaid, this 21st day of April, 2023 to all counsel of record.

/s/ John M. Allen

**IN THE CIRCUIT COURT OF
ST. LOUIS COUNTY, MISSOURI**

ANKENETH CORBIN,)	
)	
Plaintiff,)	Cause No.:
)	
v.)	
)	Division:
BLACK JACK FIRE)	
PROTECTION DISTRICT,)	
)	
and)	
)	
DAVID CALHOUN,)	
<i>in his individual capacity,</i>)	
)	
Defendants.)	JURY TRIAL DEMANDED
)	
Serve both Defendants at:)	
5675 North Highway 67)	
Florissant, MO 63034)	

PETITION FOR DAMAGES

Plaintiff Ankeneth Corbin (“Plaintiff” or “Chief Corbin”), by and through undersigned counsel, and for his Petition for Damages, states as follows herein.

PARTIES AND VENUE

1. Defendant Black Jack Fire Protection District (the “Fire District”) is a public entity situated in St. Louis County, Missouri.
2. Defendant David Calhoun (“Chairman Calhoun” or “Calhoun”) is an official employed by the Fire District as Chairman and Director of the Board, and, in that capacity, conducted business and operations in St. Louis County at all relevant times herein.
3. Plaintiff is a citizen residing in St. Louis County, Missouri.

4. The Fire District employed Plaintiff within St. Louis County, where it conducts operations and where the actions giving rise to the instant Petition took place.

5. Venue is therefore appropriate in the St. Louis County, including pursuant to Rule 508.010 and MO Rev. Stat. § 105.055.

6. This action is authorized and instituted pursuant to, *inter alia*, 42 U.S.C. § 1983, 42 U.S.C. § 1981, MO Rev. Stat. § 105.055, and via Missouri common law.

7. Defendants acted under color and authority of the state; at all times pertinent to the allegations of this Petition, Defendant Calhoun was Plaintiff's supervisor and was acting under color of state law.

8. Plaintiff was a public employee for purposes of all authority cited herein.

9. At times pertinent to the allegations of this Petition, Defendants were involved in depriving Plaintiff of his constitutional and statutory rights and discriminating, harassing, and retaliating against Plaintiff.

10. Plaintiff demands a trial by jury on all issues so triable in this case.

FACTS COMMON TO ALL COUNTS

Overview of Plaintiff's Employment

11. Plaintiff began working for the Fire District on November 3, 2010.

12. The City of Black Jack, Missouri contracts fire protection to the Fire District.

13. Mo. Rev. Stat. § 321.010 *et. seq.* governs the operation of a fire district, and provides for elected directors.

14. Plaintiff was promoted to Fire Chief in 2015, reporting to the Board of Directors and Chairman Calhoun.

15. Prior to being made Chief, Plaintiff had accumulated stellar qualifications over a lifetime of public service and had demonstrated strong leadership qualities.

16. Plaintiff was the first African American Fire Chief in the Fire District, and one of few African American employees overall.

17. During Plaintiff's tenure as Fire Chief, he took pride in the community he served, and implemented multiple programs and services to help the citizens of the district.

18. At all times, Plaintiff performed his job duties at or above expectations and, prior to the pre-termination suspension discussed *infra*, was never disciplined or issued written counseling.

19. Plaintiff was employed pursuant to an employment contract executed on or about January 14, 2020 (the "Agreement").

20. Plaintiff bargained for an employment contract in part to remedy a salary situation wherein six lower-ranking employees were making less money than Plaintiff.

21. The Agreement was executed despite Calhoun telling Plaintiff, "You ain't getting no contract," which was said in the context of Plaintiff requesting higher compensation commensurate with his position, and presenting statistical data showing the compensation of other area Fire Chiefs managing comparably sized districts.

22. The Agreement is silent as to the grounds required for termination.

23. Like all Missouri contracts, the Agreement imposes on the parties and duty of good faith and fair dealing.

24. Plaintiff received a salary of \$170,000 per year, health coverage, retirement benefits, the use of an automobile, and other benefits, all of which he has now been illegally deprived of.

**Rampant Ethical Violations of Chairman Calhoun and the Fire District, Repeatedly
Complained About by Plaintiff**

25. Throughout his employment, Plaintiff was very outspoken about the fiduciary responsibilities and ethical standards he and others—including Chairman Calhoun—were bound by.

26. Plaintiff's high ethics and complaints about ethics abuses caused animosity on the part of Calhoun and other Board Members.

27. Plaintiff's complaints about ethics violations touched upon matters of public concern and highlighted illegalities on the part of the Board and Calhoun.

28. Plaintiff stepped beyond the scope of his duties and role as Fire Chief in making his various complaints.

29. Plaintiff complained about misuse of public funds for trips taken to locations such as Las Vegas, Branson, and Atlanta by Calhoun and Board Members at various times.

30. Chairman Calhoun would routinely ask contractors of the Fire District for baseball tickets and other benefits; Plaintiff complained about this to the Board, but no action was taken.

31. In 2018, Chairman Calhoun attempted to use Plaintiff for a scheme in which he would obtain health benefits for himself, as described in the Paragraphs 32-34 below.

32. Plaintiff had initially signed a document in 2016 and 2017 that allowed Board of Directors to receive health insurance under a grandfathered plan with the understanding that the Fire District would move to a compliant Affordable Care Act plan and avoid penalties.

33. In 2018, when Plaintiff was asked to sign a document that would've cost the Fire District an additional \$178,000 and a 25% increase to remain in a non-compliant plan, but refused.

34. Chairman Calhoun signed for the health insurance plan for himself, on or about September 4, 2018, over Plaintiff's objections and against the recommendation of a risk management specialist.

35. Calhoun routinely showed up at the fire house 3-4 times per week, which was disruptive and inappropriate.

36. Chairman Calhoun would routinely use firefighters to carry out his personal business during working hours, such as washing his car or running errands (such as traveling 40 minutes to give Calhoun a COVID shot when shots were provided at the fire house).

37. Chairman Calhoun directed Plaintiff on multiple occasions to arrange for Calhoun to receive a decommissioned fire department vehicle at taxpayer expense, trying to intimidate Plaintiff into capitulating.

38. Plaintiff refused to engage in the illegal and unethical act of providing Chairman Calhoun with a vehicle at taxpayer expense.

39. Calhoun admitted to this intimidating conduct over getting a taxpayer funded personal vehicle multiple times in a conversation with Plaintiff, including an audio recorded admission on March 3, 2022.

40. In a letter to the Board dated September 7, 2021, requesting an independent third party review and investigation, Plaintiff stated, in part:

“...after agreeing to purchase new staff vehicles in a board meeting, I was working out in the basement when Mr. Calhoun still in his work clothes approached me ... **He specifically said that he wanted one of the vehicles for himself and his family but did not want to pay a lot for it and asked if I could arrange that which is highly inappropriate. He subsequently became annoyed during a later board meeting at my refusal to recommend that we sell the vehicles via bid** rather than trading them in and insisted that I give a recommendation. I replied that the board should make that decision on whether to trade the vehicles in or sell them via bid process. Mr. Calhoun called me the following Monday ... He said yes meet me in your office ... topic of conversation

was the selling of staff vehicles and **insisted that I agreed to make that happen and had reneged on the deal** in the previous board meeting.” (emphasis added)

41. In his September 7, 2021 letter, Plaintiff also reported intimidation from Calhoun because Plaintiff allegedly arranged for someone to run against Calhoun in a recent election, even though Calhoun had in fact run unopposed.

42. On November 23, 2021, the Board dismissed further consideration of the allegations in the letter.

43. Upon information and belief, no serious investigation was ever conducted by the Board with respect to any protected complaints made by Plaintiff described herein.

44. Plaintiff filed a complaint with the Missouri Ethics Commission on January 28, 2022, about much of the foregoing; upon hearing about the complaint, Calhoun stated, “You hate me because you can’t do nothing to me.”

45. Mo. Rev. Stat. § 105.452(3) provides that no public official shall, “*Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including but not limited to increases in retirement benefits, whether received from the State of Missouri or any third party by reason of such act.*”

46. Chairman Calhoun and other Board Members are public officials for purposes of Mo. Rev. Stat. § 105.452(3).

Evidence of Retaliatory, Racial, and Age-Based Animus Against Plaintiff

47. Prior to becoming Chief, Plaintiff had been subjected to occasional stray remarks evidencing racial animus by the prior Chief, such as being told, “You don’t know your place” and that he was “too big for his britches” (later characterized by Plaintiff as, “a reference to a negro or black person who doesn’t know his place and needs to be broken”); he was also told by a co-worker that he was “quite the cocksman.”

48. Plaintiff was told, “You just think you can do what the fuck you wanna do around here” by Calhoun.

49. Plaintiff was viewed by Defendants as being too assertive for a Black man, and as not being acquiescent or submissive enough to white leadership on the Board and/or white citizenship in Black Jack.

50. Treasurer Kenneth Schmalbeck told Plaintiff that the Board felt like Plaintiff needed his “hand slapped”; this was in the aftermath of the comments about being “too big for (his) britches” and not “knowing (his) place”; at that time, two of the three Board members were white.

51. On various occasions, Plaintiff was personally, profanely and angrily attacked verbally by Chairman Calhoun; this would not have occurred but for Plaintiff’s protected activity and/or Plaintiff’s race.

52. Although Calhoun is also African American, upon information and belief, he was motivated to discriminate against Plaintiff on the basis of Plaintiff’s race in order to leverage and validate his own power, to curry the favor of white employees/Board members/voters, and/or due to complex psychological reasons.

53. “Black on Black” racism is a well-recognized phenomena in sociological, political, and psychological literature, as well as in jurisprudence: indeed, as Judge Sippel ruled in Belton v. Shinseki, 2009 WL 2488025 (E.D.Mo. 2009), “the VA’s argument that Belton could not have experienced racial discrimination because her supervisor is also African–American is wrong as a matter of law, requiring me to deny the VA’s motion for judgment as a matter of law.”

54. On October 2, 2018, Director Adler, who is white, received an anonymous letter referring to Plaintiff as the “Nigger Fire Chief,” and requested firefighters and others come to the boardroom to hear the contents, which he then read aloud.

55. Adler intended to humiliate Plaintiff and in fact did humiliate Plaintiff.

56. After reading the letter, Adler asked Plaintiff, “Do you think I’m a racist piece of bigot shit and I had something to do with this?”

57. When Plaintiff asked Adler why Adler would ask that, Adler replied, “Because you’re the big cheese.”

58. A second anonymous letter arrived and Adler again read it aloud, demanding others come into a room for his recitation.

59. Adler asked Plaintiff if Plaintiff wanted to read the second letter, to which Plaintiff asked why Adler thought Plaintiff would want to do that after Adler had a read a letter with the “N” word last time.

60. Adler replied—mimicking a Black urban dialect—“because you have the pulse of the people, man.”

61. Plaintiff was denied training opportunities due to his race and/or protected activities.

62. In 2018, white employees were allowed to use public funds to bring their wives while Black employees were not; Plaintiff was excluded from this trip.

63. Plaintiff was denied leadership training opportunities while other members were approved; others later declined said opportunities in protest of Plaintiff’s treatment.

64. Among other indignities related to his race and/or protected activities, Plaintiff was stripped of the access to the Fire Chief's vehicle and forced to drive a decommissioned staff vehicle with high mileage and less mechanical dependability with no explanation given.

65. Plaintiff was treated less favorably than the previous Fire Chief and the Assistant Fire Chief, who were Caucasian and who did not engage in protected whistleblower activity or protected speech.

66. For example, Plaintiff was not allowed to submit recommendations for the last captains' promotions, which was part of the agreement with the Board and in Plaintiff's duties and job description.

67. Via correspondence dated November 8, 2021, engaging in protected activity, Plaintiff alleged he was being racially discriminated against by Calhoun and the Fire District; the Board dismissed this complaint as of January 24, 2022.

68. During a time of race-related civil unrest in the community, he was accused of receiving unapproved compensation, which had in fact been approved by the Board, as was quickly determined.

69. Plaintiff was repeatedly asked about his retirement plans and significant pressure was applied to him by Chairman Calhoun with regard to how soon he was going to retire.

70. In contrast, Chief Gantner, who is white, was offered an extension past the age of 60 and was under no such retirement pressure.

71. Calhoun and the Board deliberately precluded extension of the mandatory retirement age from 62 due to illegal animus against Plaintiff; indeed, another retiring employee stated, "If it weren't for you fighting with him (Plaintiff), I wouldn't have to retire."

72. Retired Battalion Chief Thomas Torminio and other Labor and Pension Committee Members indicated that the retirement age would've changed as requested, but the Board was tired of Plaintiff and wanted him gone.

73. If not for illegal animus against Plaintiff, retirement age would have been extended.

74. Plaintiff is entitled to lost wages and benefits accruing past the age of 62.

Plaintiff's Continued Protected Activity and Subsequent Retaliation, Including Calhoun's Ongoing Efforts to Have Plaintiff Removed

75. On or about July 19, 2022, Plaintiff filed a charge of discrimination with the EEOC and MCHR alleging retaliation and discrimination due to race, color, and age (thereafter amended an August 29).

76. In his charge Plaintiff also referenced retaliation due to whistleblowing activities.

77. Defendants received prompt notification of Plaintiff filing his Charge and its contents.

78. Defendants were made aware that Plaintiff was, in 2021-2022, re-raising a number of prior, critical incidents regarding corruption and discrimination, including but certainly not limited to, his 2017 complaint about Calhoun pressuring vendors for perks, his 2018 complaints about the health insurance issue, and the "nigger fire chief" incident.

79. After the filing of Plaintiff's Charge of Discrimination, Chairman Calhoun made efforts to get the Union to issue a vote of "no confidence" on Plaintiff in order to have Plaintiff removed as Chief.

80. Calhoun showed Plaintiff's EEOC/MCHR charge to Battalion and Chief Dave Schmidt as part of these efforts.

81. Chairman Calhoun said Plaintiff was trying to "ruin the place" and was trying to "destroy the department" by going to the media, which was not true.

82. During the running of a bond issue, a contractor, Videographer Raymond Kemp, contacted Plaintiff on the morning of Saturday, September 3, 2022, saying, “I got a strange phone call from David Calhoun, asking for receipts for the video. This guy is looking for something against you”; Kemp went on to say that Calhoun called Kemp on several occasions looking for something to use against Plaintiff.

83. When Kemp copied Plaintiff on a reply to Calhoun, Calhoun responded to Kemp (verbally), “I guess I see whose side you’re on”; Kemp relayed this conversation to Plaintiff and indicated he did not appreciate getting a call like that from Calhoun.

84. Kemp noted he had dealt with fire chiefs for over two decades and had never had a board member contact him personally.

85. On more than one occasion, Chairman Calhoun tried to intimidate Plaintiff by stating, “you can’t do anything to me because I’m an elected official” or words to that effect.

86. Plaintiff began to suffer symptoms of intense emotional distress, anxiety, and night terrors, and was ultimately diagnosed with Post Traumatic Stress Disorder (PTSD).

87. Plaintiff came to believe that Chairman Calhoun was coming into Plaintiff’s office and going through his personal effects, rifling through his cabinets and drawers.

88. Plaintiff put a camera in his office, which confirmed his suspicion that Chairman Calhoun was indeed invading his privacy.

89. Plaintiff had every right and authority as Chief to have a camera in his office.

90. On December 6, 2022, Plaintiff attended a closed session board meeting as previously instructed by the Board of Directors of the Fire District.

91. During this meeting district a Fire District attorney attempted to intimidate Plaintiff by insinuating that Plaintiff had possibly violated a Missouri law, despite Missouri being a one-party consent state.

92. Plaintiff repeated several times during this meeting that he was extremely uncomfortable that the board would pursue personnel action against him while an active EEOC/MCHR investigation was still pending.

93. The Fire District attorney stated that they weren't there to talk about the EEOC complaint or the investigation, or Plaintiff's allegations of retaliation following his filing of the charge.

94. On a prior occasion, in circa 2019, the same attorney had made a comment to Plaintiff, who had then received a Right to Sue notice from EEOC/MCHR, to the effect that the threat of a lawsuit over the heads of the Board of Directors would have a chilling impact on them.

95. The Board of Directors was unconcerned about a supervisor going through Plaintiff's personal workspace and drawers, or the recorded conversation between Plaintiff and Chairman Calhoun where Calhoun admitted that he directed Plaintiff on multiple occasions to arrange for him to receive a decommission fire department vehicle.

96. The Board was also unconcerned that Mr. Calhoun showed Plaintiff's EEOC complaint to Battalion Chief Dave Schmidt and attempted to have labor members file the vote of "no confidence" against Plaintiff as Fire Chief.

97. The meeting ended with Plaintiff being visibly upset and anxious. He asked the Assistant Chief Roger Ellison to take his blood pressure and it was extremely high (192/122, vs a normal range of 130/72).

98. Plaintiff returned to the board room while they were still meeting and informed them that he would need to seek prompt medical treatment.

The Discriminatory and Retaliatory Termination of Plaintiff

99. On December 27, 2022, Plaintiff, as he was beginning a vacation, was visited at his house by Chairman Calhoun and the Assistant Chief Roger Ellison.

100. During that meeting, Plaintiff was suspended by the Fire District—ostensibly for installing a camera in his own office—and ordered to surrender his car, phone, computer devices, and credit cards.

101. The Fire District had never before asked for the return of electronic devices of any suspended employee in the past.

102. Plaintiff had not been subjected to any progressive discipline leading up to the suspension and had not, during his career, received written discipline.

103. There is no Fire District rule or regulation prohibiting recording in an employee's office.

104. As soon as practicable, Plaintiff returned all items requested upon his suspension or had left them in his office, but was baselessly accused of not returning a laptop; Plaintiff had no such laptop in his possession—indeed, video captured by Plaintiff demonstrates that during nonworking areas, it is left closed on Plaintiff's desk.

105. Plaintiff notified Defendants after suspension that might need medical leave for reasons of intense anxiety and depression; Defendants requested medical documentation by January 17, which Plaintiff, in good faith, made every effort to obtain.

106. Plaintiff was terminated on January 17 at a Board meeting; the pretextual reasons given in a January 18 letter were the alleged retention of a laptop during suspension, using a

recording device in his office, and not yet having received Plaintiff's physician letter regarding his mental health status (which the physician's office was unable to produce until January 18).

107. As stated above, Calhoun had made many efforts to have Plaintiff removed prior to the in-office recording or suspension ever taking place; clearly, the stated reasons for termination are not the true reasons for termination.

108. As Plaintiff was indefinitely suspended, the timeliness of his medical request was irrelevant and, in any event, would not constitute misconduct under any circumstances.

109. Unlike other similarly situated employees who were separated from employment (including the preceding Chief), Plaintiff was not offered severance, a buy-back of earned PTO time, or other benefits at separation.

110. Although the Board had knowledge of Calhoun's toxic, retaliatory, and discriminatory behavior, they never took steps to remedy it, despite the Fire District's policy stating, "Any form of retaliation against an individual for filing a bona fide complaint under this policy or for assisting in an investigation is expressly prohibited and will not be tolerated."

111. Plaintiff has suffered, and will continue to suffer, significant economic losses, psychological trauma, and other damages as a result of the actions of Defendants, including but not limited to lost wages, lost retirement and health benefits, damage to his reputation, emotional distress, physical disturbances, damage to his career trajectory and future earnings, loss of standing in the community, and various material benefits of his employment.

112. Defendants acted knowingly and with malice and evil motive.

113. Plaintiff is entitled to punitive damages in an amount sufficient to punish Defendants for their reprehensible conduct and to deter others from acting in a similar matter.

114. As a consequence of Defendants' actions as described herein, Plaintiff has lost, and continues to lose, wages and other financial incidents and benefits.

115. As a consequence of Defendants' actions as described herein, Plaintiff has experienced severe emotional distress, embarrassment, and a loss of reputation.

116. As a consequence of Defendants' actions as described herein, Plaintiff has incurred, and will continue to incur, attorney's fees, costs, and expenses.

**COUNT I - RETALIATION/ILLEGAL DISCHARGE IN VIOLATION OF
MO. REV. STAT. § 105.055**

(Against Defendant Fire District)

117. Plaintiff hereby incorporates by reference all preceding Paragraphs.

118. Plaintiff was retaliated against for speaking out against the Chairman Calhoun and the Board for making policy and procedures modifications for a single individual, reporting conflicts of interest, fiscal irregularities, wasteful spending, and other malfeasance.

119. MO Rev. Stat. § 105.055 (3.)(1)(a)-(b) provides that a state employee may not be retaliated against ("any disciplinary action whatsoever") for disclosing any alleged protected activity under investigation or disclosing information the employee *reasonably believes* evidences a violation of any law, rule, or regulation, or for disclosing:

- a. mismanagement,
- b. gross waste of funds,
- c. abuse of authority,
- d. violation of policy,
- e. waste of public resources,
- f. breaches of professional ethical canons, or
- g. danger to public health and safety.

120. Plaintiff reported mismanagement or gross waste of funds, abuse of authority, violation of policy, waste of public resources, and other protected misconduct under the statute.

121. Plaintiff reported serious misconduct to his employer which was in violation of clear mandates of public policy, as articulated by statutes and regulations cited herein, and refused to carry out directions to violate said policy.

122. Said policy, for the prevention of fraud, self-dealing, breach of fiduciary duties, and dishonest practices on the part of public officials, is articulated in Missouri statutes, including but not limited to Mo. Rev. Stat. § 105.452(3).

123. Defendant stepped out of the scope of his defined responsibilities and routine job duties in his complaints.

124. Plaintiff was illegally discharged and retaliated against by Defendant due to his complaints about specific fraud, dishonest practices, and other proscribed conduct under the statute being perpetrated by Defendant.

125. Plaintiff's protected activity played a role in the termination and had a determinative influence.

126. Upon a showing that Plaintiff engaged in protected activity by clear and convincing evidence, Defendant will not be able to carry its burden of showing disciplinary action was not the result of Plaintiff's protected activity.

127. Plaintiff's termination was clearly pretextual and illegal.

WHEREFORE, Plaintiff respectfully requests judgment, pursuant to verdict by jury, in his favor in an amount that is fair and reasonable for actual damages, back pay, reinstatement, front pay, liquidated damages, interest on damages, for his attorney's costs and fees, and for such other and further relief to which the Court deems just and proper.

**COUNT II – RETALIATION,
AGAINST FIRST AMENDMENT PROTECTED ACTIVITY, AND
IN VIOLATION OF THE FOURTEENTH AMENDMENT PROTECTIONS
OF EQUAL PROTECTION AND DUE PROCESS
UNDER THE U.S. CONSTITUTION / 42 U.S.C § 1983**

(Against both Defendants)

128. Plaintiff hereby incorporates by reference all preceding paragraphs.

129. Both Defendants are a “person” for purposes of Section 1983.

130. Defendants abused the power given to them by the state.

131. The actions taken by individual Defendants was taken in their individual capacity while acting under color of state law, were afforded to them by virtue of state law and made possible only because Defendants were clothed with the authority of state law.

132. By the acts described above, and in violation of 42 U.S.C § 1983 and US Constitution, Defendants, agents of the state, unlawfully deprived Plaintiff of his rights under the First Amendment of the U.S. Constitution and terminated him specifically for speech of a public nature and of interest to the public, including the corruption of public officials, misuse of funds, and other misdeeds, as set forth above.

133. Section 1 of the Fourteenth Amendment provides, “No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

134. Plaintiff spoke out against matters of public corruption, mismanagement, and waste—stepping out of his assigned job duties and role to do so—and was terminated and otherwise retaliated against because of it.

135. Plaintiff also complained of race and age discrimination, which he reasonably believed to be valid.

136. Plaintiff's speech regarding public corruption, waste, and mismanagement was protected by the First Amendment and other Constitutional provisions.

137. Plaintiff's speech regarding race and age discrimination was protected by the Equal Protection Clause of the Fourteenth Amendment and other Constitutional provisions.

138. Plaintiff was deprived of rights, privileges and immunities.

139. Defendants conduct adversely effected Plaintiff's speech.

140. A causal link exists between Plaintiff's speech and adverse acts suffered by Plaintiff, including termination of employment.

141. Defendants abused powers given to them by the state and under color of state law.

142. The actions taken by individual Defendant Calhoun was taken in his individual capacity while acting under color of state law, was afforded to him by virtue of state law and made possible only because Defendants were clothed with the authority of state law.

143. The conduct of Defendants was outrageous and willfully undertaken with reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff respectfully requests judgment, pursuant to verdict by jury, in his favor in an amount that is fair and reasonable for actual damages, back pay, front pay/reinstatement, punitive damages, emotional distress damages, interest on damages, for his attorney's costs and fees, and for such other and further relief to which the Court deems just and proper.

COUNT III – INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

(Against Defendant Calhoun)

144. Plaintiff incorporates by reference all preceding Paragraphs

145. As set forth above, Defendant Calhoun, abusing his position of power and authority, engaged in extreme and outrageous conduct that resulted in great emotional distress and psychological harm to Plaintiff's person.

146. Defendant's insensitive and cruel conduct was so outrageous in character and extreme in degree as to go beyond all possible bounds of decency.

147. Defendant Calhoun's conduct was extreme and outrageous.

148. Defendant Calhoun acted intentionally or recklessly.

149. Defendant Calhoun's conduct caused severe emotional distress in Plaintiff, to the point of manifesting as bodily harm, and said mental injury is medically diagnosable and significant.

WHEREFORE, Plaintiff respectfully requests judgement, pursuant to verdict by jury, in his favor in an amount that is fair and reasonable for actual damages, punitive damages, emotional distress damages, interest on damages, for his attorney's costs and fees, and for such other and further relief to which the Court deems just and proper, in an amount to be determined, but in excess of \$25,000.

COUNT IV – AGE DISCRIMINATION, IN VIOLATION OF SECTION 1983

(Against both Defendants)

150. Plaintiff incorporates by reference all preceding paragraphs.

151. Age discrimination in employment violates the Equal Protection Clause of the United States Constitution (14th Amendment) and Due Process provisions.

152. Plaintiff's termination from employment was motivated by his age, 58.

153. Said discrimination was not rationally related to a legitimate state interest.

154. The ADEA does not preclude an action for age discrimination under Section 1983. See, e.g., Mummelthie v. City of Mason City, IA, 873 F.Supp. 1293 (N.D. Iowa 2011); Levin v. Madigan, 692 F.3d 607 (7th Cir. 2012); Mustafa v. State of Nebraska Dept. of Corr. Servs., 196 F.Supp.2d 945 (D.Neb. 2002).

155. In this regard, the rights under 1983 are particularly distinct from ADEA rights in the instant matter where the ADEA expressly limits or exempts claims by certain individuals, including elected officials and certain members of their staff, appointees, law enforcement officers, and firefighters. See 29 U.S.C. 623(j), 630(f).

156. The facts alleged give rise to an independent federal right secured by the U.S. Constitution.

157. Both Defendants are a "person" for purposes of Section 1983.

158. Defendants abused the power given to them by the state.

159. Plaintiff was denied due process and equal protection.

160. A causal nexus exists between Plaintiff's age and adverse actions taken against him, including termination from employment.

161. The actions taken by individual Defendant Calhoun was taken in his individual capacity while acting under color of state law, was afforded to him by virtue of state law and made possible only because Defendants were clothed with the authority of state law.

COUNT V – RETALIATION, IN VIOLATION OF 42 U.S.C. § 1981

(Against both Defendants)

162. Plaintiff incorporates by reference the above paragraphs as if fully set forth herein.

163. Plaintiff's protected activity, as described herein, was a "but for" factor in his termination.

164. The purported reasons for Plaintiff's termination were not based in fact and were pretext for unlawful retaliation.

165. Plaintiff reported the reported the harassment and race-based wrongful, discriminatory, and retaliatory conduct committed by his supervisors and others, however, nothing was done to stop the ongoing harassment, intimidation, and retaliation.

166. Defendants, by the actions described herein, retaliated against Plaintiff due to his protected activity of protesting racial discrimination and/or harassment.

167. A causal connection exists between Plaintiff's termination and his protected activity.

168. The Defendants' behavior violated 42 U.S.C. § 1981

169. Defendants' conduct was outrageous due to their evil motive and reckless disregard for Plaintiff's rights thereby entitling him to punitive damages in an amount that will punish Defendants and will deter Defendants and others from like conduct.

WHEREFORE, Plaintiff requests a jury trial and that this Court enter judgment in his favor and against Defendants, declaring that Defendants have engaged in unlawful employment practices with respect to Plaintiff in violation of his rights protected by the Section 1981; that Plaintiff be reinstated and compensated for all losses and damages suffered as a result of Defendants' unlawful discharge, including, but not limited to, past and future lost income, hedonic damages, emotional distress damages, other lost financial benefits of employment, and an amount to compensate Plaintiff for any tax treatment of a damages award (if reinstatement is not a practical or possible remedy then front pay should be awarded); that Defendants be ordered to pay punitive

damages; that Plaintiff be awarded pre-judgment and/or post-judgment interest on his damages; that Plaintiff be awarded attorneys' fees and costs reasonably expended on this case; and further relief as this Court deems appropriate under the circumstances.

**COUNT VI – RACE DISCRIMINATION, IN VIOLATION OF 42 U.S.C. § 1981 AND
42 U.S.C. § 1983**

(Against both Defendants)

170. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

171. The termination of Plaintiff – an adverse employment action – was motivated by his race.

172. “But for” his race, Plaintiff would not have been terminated.

173. Similarly situated employees were treated more favorably than Plaintiff.

174. Defendants, by the actions described herein, discriminated against Plaintiff due to his race in violation of his Constitutional guarantees of Equal Protection, as enforced via 42 U.S.C. § 1981.

175. Section 1981 was originally passed as part of the Civil Rights Act of 1866 to protect newly freed slaves and their descendants by guaranteeing them the same rights enjoyed by white citizens.

176. Section 1981(a) provides that “All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens...”

177. Race-based discrimination against Plaintiff further violated Plaintiff’s constitutional rights of due process and equal protection, as enforced under 42 U.S.C. § 1983.

178. The explanations offered by Defendants are demonstrably pretextual.

179. As a consequence of Defendants' actions as described herein, Plaintiff has lost, and continues to lose, wages and other financial incidents and benefits.

180. As a consequence of Defendants' actions as described herein, Plaintiff has experienced severe emotional distress, embarrassment, and a loss of reputation.

181. As a consequence of Defendants' actions as described herein, Plaintiff has incurred, and will continue to incur, attorney's fees, costs, and expenses.

182. The conduct of Defendants was outrageous and willfully undertaken with reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff requests a jury trial and that this Court enter judgment in his favor and against Defendants, declaring that Defendants have engaged in unlawful employment practices with respect to Plaintiff in violation of his rights protected by Section 1981; that Plaintiff be reinstated and compensated for all losses and damages suffered as a result of Defendants' unlawful discharge of him, including, but not limited to, past and future lost income, hedonic damages, emotional distress damages, other lost financial benefits of employment, and an amount to compensate Plaintiff for any tax treatment of a damages award (if reinstatement is not a practical or possible remedy then front pay should be awarded); that Defendants be ordered to pay punitive damages; that Plaintiff be awarded pre-judgment and/or post-judgment interest on his damages; that Plaintiff be awarded attorneys' fees and costs reasonably expended on this case; and further relief as this Court deems appropriate under the circumstances.

Respectfully Submitted,

HKM EMPLOYMENT ATTORNEYS, LLP

/s/ Jeffrey D. Hackney

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02/15/2023 **Summons Issued-Circuit**

Document ID: 23-SMCC-1308, for CALHOUN, DAVID.Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

Summons Issued-Circuit

Document ID: 23-SMCC-1306, for BLACK JACK FIRE PROTECTION DISTRICT.Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

02/14/2023 **Filing Info Sheet eFiling**

Filed By: JEFFREY DAVID HACKNEY

Pet Filed in Circuit Ct

Petition for Damages.

Filed By: JEFFREY DAVID HACKNEY

On Behalf Of: ANKENETH CORBIN

02/14/2023 **Judge Assigned**

DIV 1

**IN THE CIRCUIT COURT OF
ST. LOUIS COUNTY, MISSOURI**

ANKENETH CORBIN,)	
)	
Plaintiff,)	Cause No.:
)	
v.)	
)	Division:
BLACK JACK FIRE)	
PROTECTION DISTRICT,)	
)	
and)	
)	
DAVID CALHOUN,)	
<i>in his individual capacity,</i>)	
)	
Defendants.)	JURY TRIAL DEMANDED
)	
Serve both Defendants at:)	
5675 North Highway 67)	
Florissant, MO 63034)	

PETITION FOR DAMAGES

Plaintiff Ankeneth Corbin (“Plaintiff” or “Chief Corbin”), by and through undersigned counsel, and for his Petition for Damages, states as follows herein.

PARTIES AND VENUE

1. Defendant Black Jack Fire Protection District (the “Fire District”) is a public entity situated in St. Louis County, Missouri.
2. Defendant David Calhoun (“Chairman Calhoun” or “Calhoun”) is an official employed by the Fire District as Chairman and Director of the Board, and, in that capacity, conducted business and operations in St. Louis County at all relevant times herein.
3. Plaintiff is a citizen residing in St. Louis County, Missouri.

4. The Fire District employed Plaintiff within St. Louis County, where it conducts operations and where the actions giving rise to the instant Petition took place.

5. Venue is therefore appropriate in the St. Louis County, including pursuant to Rule 508.010 and MO Rev. Stat. § 105.055.

6. This action is authorized and instituted pursuant to, *inter alia*, 42 U.S.C. § 1983, 42 U.S.C. § 1981, MO Rev. Stat. § 105.055, and via Missouri common law.

7. Defendants acted under color and authority of the state; at all times pertinent to the allegations of this Petition, Defendant Calhoun was Plaintiff's supervisor and was acting under color of state law.

8. Plaintiff was a public employee for purposes of all authority cited herein.

9. At times pertinent to the allegations of this Petition, Defendants were involved in depriving Plaintiff of his constitutional and statutory rights and discriminating, harassing, and retaliating against Plaintiff.

10. Plaintiff demands a trial by jury on all issues so triable in this case.

FACTS COMMON TO ALL COUNTS

Overview of Plaintiff's Employment

11. Plaintiff began working for the Fire District on November 3, 2010.

12. The City of Black Jack, Missouri contracts fire protection to the Fire District.

13. Mo. Rev. Stat. § 321.010 *et. seq.* governs the operation of a fire district, and provides for elected directors.

14. Plaintiff was promoted to Fire Chief in 2015, reporting to the Board of Directors and Chairman Calhoun.

15. Prior to being made Chief, Plaintiff had accumulated stellar qualifications over a lifetime of public service and had demonstrated strong leadership qualities.

16. Plaintiff was the first African American Fire Chief in the Fire District, and one of few African American employees overall.

17. During Plaintiff's tenure as Fire Chief, he took pride in the community he served, and implemented multiple programs and services to help the citizens of the district.

18. At all times, Plaintiff performed his job duties at or above expectations and, prior to the pre-termination suspension discussed *infra*, was never disciplined or issued written counseling.

19. Plaintiff was employed pursuant to an employment contract executed on or about January 14, 2020 (the "Agreement").

20. Plaintiff bargained for an employment contract in part to remedy a salary situation wherein six lower-ranking employees were making less money than Plaintiff.

21. The Agreement was executed despite Calhoun telling Plaintiff, "You ain't getting no contract," which was said in the context of Plaintiff requesting higher compensation commensurate with his position, and presenting statistical data showing the compensation of other area Fire Chiefs managing comparably sized districts.

22. The Agreement is silent as to the grounds required for termination.

23. Like all Missouri contracts, the Agreement imposes on the parties and duty of good faith and fair dealing.

24. Plaintiff received a salary of \$170,000 per year, health coverage, retirement benefits, the use of an automobile, and other benefits, all of which he has now been illegally deprived of.

**Rampant Ethical Violations of Chairman Calhoun and the Fire District, Repeatedly
Complained About by Plaintiff**

25. Throughout his employment, Plaintiff was very outspoken about the fiduciary responsibilities and ethical standards he and others—including Chairman Calhoun—were bound by.

26. Plaintiff's high ethics and complaints about ethics abuses caused animosity on the part of Calhoun and other Board Members.

27. Plaintiff's complaints about ethics violations touched upon matters of public concern and highlighted illegalities on the part of the Board and Calhoun.

28. Plaintiff stepped beyond the scope of his duties and role as Fire Chief in making his various complaints.

29. Plaintiff complained about misuse of public funds for trips taken to locations such as Las Vegas, Branson, and Atlanta by Calhoun and Board Members at various times.

30. Chairman Calhoun would routinely ask contractors of the Fire District for baseball tickets and other benefits; Plaintiff complained about this to the Board, but no action was taken.

31. In 2018, Chairman Calhoun attempted to use Plaintiff for a scheme in which he would obtain health benefits for himself, as described in the Paragraphs 32-34 below.

32. Plaintiff had initially signed a document in 2016 and 2017 that allowed Board of Directors to receive health insurance under a grandfathered plan with the understanding that the Fire District would move to a compliant Affordable Care Act plan and avoid penalties.

33. In 2018, when Plaintiff was asked to sign a document that would've cost the Fire District an additional \$178,000 and a 25% increase to remain in a non-compliant plan, but refused.

34. Chairman Calhoun signed for the health insurance plan for himself, on or about September 4, 2018, over Plaintiff's objections and against the recommendation of a risk management specialist.

35. Calhoun routinely showed up at the fire house 3-4 times per week, which was disruptive and inappropriate.

36. Chairman Calhoun would routinely use firefighters to carry out his personal business during working hours, such as washing his car or running errands (such as traveling 40 minutes to give Calhoun a COVID shot when shots were provided at the fire house).

37. Chairman Calhoun directed Plaintiff on multiple occasions to arrange for Calhoun to receive a decommissioned fire department vehicle at taxpayer expense, trying to intimidate Plaintiff into capitulating.

38. Plaintiff refused to engage in the illegal and unethical act of providing Chairman Calhoun with a vehicle at taxpayer expense.

39. Calhoun admitted to this intimidating conduct over getting a taxpayer funded personal vehicle multiple times in a conversation with Plaintiff, including an audio recorded admission on March 3, 2022.

40. In a letter to the Board dated September 7, 2021, requesting an independent third party review and investigation, Plaintiff stated, in part:

“...after agreeing to purchase new staff vehicles in a board meeting, I was working out in the basement when Mr. Calhoun still in his work clothes approached me ... **He specifically said that he wanted one of the vehicles for himself and his family but did not want to pay a lot for it and asked if I could arrange that which is highly inappropriate. He subsequently became annoyed during a later board meeting at my refusal to recommend that we sell the vehicles via bid** rather than trading them in and insisted that I give a recommendation. I replied that the board should make that decision on whether to trade the vehicles in or sell them via bid process. Mr. Calhoun called me the following Monday ... He said yes meet me in your office ... topic of conversation

was the selling of staff vehicles and **insisted that I agreed to make that happen and had reneged on the deal** in the previous board meeting.” (emphasis added)

41. In his September 7, 2021 letter, Plaintiff also reported intimidation from Calhoun because Plaintiff allegedly arranged for someone to run against Calhoun in a recent election, even though Calhoun had in fact run unopposed.

42. On November 23, 2021, the Board dismissed further consideration of the allegations in the letter.

43. Upon information and belief, no serious investigation was ever conducted by the Board with respect to any protected complaints made by Plaintiff described herein.

44. Plaintiff filed a complaint with the Missouri Ethics Commission on January 28, 2022, about much of the foregoing; upon hearing about the complaint, Calhoun stated, “You hate me because you can’t do nothing to me.”

45. Mo. Rev. Stat. § 105.452(3) provides that no public official shall, “*Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including but not limited to increases in retirement benefits, whether received from the State of Missouri or any third party by reason of such act.*”

46. Chairman Calhoun and other Board Members are public officials for purposes of Mo. Rev. Stat. § 105.452(3).

Evidence of Retaliatory, Racial, and Age-Based Animus Against Plaintiff

47. Prior to becoming Chief, Plaintiff had been subjected to occasional stray remarks evidencing racial animus by the prior Chief, such as being told, “You don’t know your place” and that he was “too big for his britches” (later characterized by Plaintiff as, “a reference to a negro or black person who doesn’t know his place and needs to be broken”); he was also told by a co-worker that he was “quite the cocksman.”

48. Plaintiff was told, “You just think you can do what the fuck you wanna do around here” by Calhoun.

49. Plaintiff was viewed by Defendants as being too assertive for a Black man, and as not being acquiescent or submissive enough to white leadership on the Board and/or white citizenship in Black Jack.

50. Treasurer Kenneth Schmalbeck told Plaintiff that the Board felt like Plaintiff needed his “hand slapped”; this was in the aftermath of the comments about being “too big for (his) britches” and not “knowing (his) place”; at that time, two of the three Board members were white.

51. On various occasions, Plaintiff was personally, profanely and angrily attacked verbally by Chairman Calhoun; this would not have occurred but for Plaintiff’s protected activity and/or Plaintiff’s race.

52. Although Calhoun is also African American, upon information and belief, he was motivated to discriminate against Plaintiff on the basis of Plaintiff’s race in order to leverage and validate his own power, to curry the favor of white employees/Board members/voters, and/or due to complex psychological reasons.

53. “Black on Black” racism is a well-recognized phenomena in sociological, political, and psychological literature, as well as in jurisprudence: indeed, as Judge Sippel ruled in Belton v. Shinseki, 2009 WL 2488025 (E.D.Mo. 2009), “the VA’s argument that Belton could not have experienced racial discrimination because her supervisor is also African–American is wrong as a matter of law, requiring me to deny the VA’s motion for judgment as a matter of law.”

54. On October 2, 2018, Director Adler, who is white, received an anonymous letter referring to Plaintiff as the “Nigger Fire Chief,” and requested firefighters and others come to the boardroom to hear the contents, which he then read aloud.

55. Adler intended to humiliate Plaintiff and in fact did humiliate Plaintiff.

56. After reading the letter, Adler asked Plaintiff, “Do you think I’m a racist piece of bigot shit and I had something to do with this?”

57. When Plaintiff asked Adler why Adler would ask that, Adler replied, “Because you’re the big cheese.”

58. A second anonymous letter arrived and Adler again read it aloud, demanding others come into a room for his recitation.

59. Adler asked Plaintiff if Plaintiff wanted to read the second letter, to which Plaintiff asked why Adler thought Plaintiff would want to do that after Adler had a read a letter with the “N” word last time.

60. Adler replied—mimicking a Black urban dialect—“because you have the pulse of the people, man.”

61. Plaintiff was denied training opportunities due to his race and/or protected activities.

62. In 2018, white employees were allowed to use public funds to bring their wives while Black employees were not; Plaintiff was excluded from this trip.

63. Plaintiff was denied leadership training opportunities while other members were approved; others later declined said opportunities in protest of Plaintiff’s treatment.

64. Among other indignities related to his race and/or protected activities, Plaintiff was stripped of the access to the Fire Chief's vehicle and forced to drive a decommissioned staff vehicle with high mileage and less mechanical dependability with no explanation given.

65. Plaintiff was treated less favorably than the previous Fire Chief and the Assistant Fire Chief, who were Caucasian and who did not engage in protected whistleblower activity or protected speech.

66. For example, Plaintiff was not allowed to submit recommendations for the last captains' promotions, which was part of the agreement with the Board and in Plaintiff's duties and job description.

67. Via correspondence dated November 8, 2021, engaging in protected activity, Plaintiff alleged he was being racially discriminated against by Calhoun and the Fire District; the Board dismissed this complaint as of January 24, 2022.

68. During a time of race-related civil unrest in the community, he was accused of receiving unapproved compensation, which had in fact been approved by the Board, as was quickly determined.

69. Plaintiff was repeatedly asked about his retirement plans and significant pressure was applied to him by Chairman Calhoun with regard to how soon he was going to retire.

70. In contrast, Chief Gantner, who is white, was offered an extension past the age of 60 and was under no such retirement pressure.

71. Calhoun and the Board deliberately precluded extension of the mandatory retirement age from 62 due to illegal animus against Plaintiff; indeed, another retiring employee stated, "If it weren't for you fighting with him (Plaintiff), I wouldn't have to retire."

72. Retired Battalion Chief Thomas Torminio and other Labor and Pension Committee Members indicated that the retirement age would've changed as requested, but the Board was tired of Plaintiff and wanted him gone.

73. If not for illegal animus against Plaintiff, retirement age would have been extended.

74. Plaintiff is entitled to lost wages and benefits accruing past the age of 62.

Plaintiff's Continued Protected Activity and Subsequent Retaliation, Including Calhoun's Ongoing Efforts to Have Plaintiff Removed

75. On or about July 19, 2022, Plaintiff filed a charge of discrimination with the EEOC and MCHR alleging retaliation and discrimination due to race, color, and age (thereafter amended an August 29).

76. In his charge Plaintiff also referenced retaliation due to whistleblowing activities.

77. Defendants received prompt notification of Plaintiff filing his Charge and its contents.

78. Defendants were made aware that Plaintiff was, in 2021-2022, re-raising a number of prior, critical incidents regarding corruption and discrimination, including but certainly not limited to, his 2017 complaint about Calhoun pressuring vendors for perks, his 2018 complaints about the health insurance issue, and the "nigger fire chief" incident.

79. After the filing of Plaintiff's Charge of Discrimination, Chairman Calhoun made efforts to get the Union to issue a vote of "no confidence" on Plaintiff in order to have Plaintiff removed as Chief.

80. Calhoun showed Plaintiff's EEOC/MCHR charge to Battalion and Chief Dave Schmidt as part of these efforts.

81. Chairman Calhoun said Plaintiff was trying to "ruin the place" and was trying to "destroy the department" by going to the media, which was not true.

82. During the running of a bond issue, a contractor, Videographer Raymond Kemp, contacted Plaintiff on the morning of Saturday, September 3, 2022, saying, “I got a strange phone call from David Calhoun, asking for receipts for the video. This guy is looking for something against you”; Kemp went on to say that Calhoun called Kemp on several occasions looking for something to use against Plaintiff.

83. When Kemp copied Plaintiff on a reply to Calhoun, Calhoun responded to Kemp (verbally), “I guess I see whose side you’re on”; Kemp relayed this conversation to Plaintiff and indicated he did not appreciate getting a call like that from Calhoun.

84. Kemp noted he had dealt with fire chiefs for over two decades and had never had a board member contact him personally.

85. On more than one occasion, Chairman Calhoun tried to intimidate Plaintiff by stating, “you can’t do anything to me because I’m an elected official” or words to that effect.

86. Plaintiff began to suffer symptoms of intense emotional distress, anxiety, and night terrors, and was ultimately diagnosed with Post Traumatic Stress Disorder (PTSD).

87. Plaintiff came to believe that Chairman Calhoun was coming into Plaintiff’s office and going through his personal effects, rifling through his cabinets and drawers.

88. Plaintiff put a camera in his office, which confirmed his suspicion that Chairman Calhoun was indeed invading his privacy.

89. Plaintiff had every right and authority as Chief to have a camera in his office.

90. On December 6, 2022, Plaintiff attended a closed session board meeting as previously instructed by the Board of Directors of the Fire District.

91. During this meeting district a Fire District attorney attempted to intimidate Plaintiff by insinuating that Plaintiff had possibly violated a Missouri law, despite Missouri being a one-party consent state.

92. Plaintiff repeated several times during this meeting that he was extremely uncomfortable that the board would pursue personnel action against him while an active EEOC/MCHR investigation was still pending.

93. The Fire District attorney stated that they weren't there to talk about the EEOC complaint or the investigation, or Plaintiff's allegations of retaliation following his filing of the charge.

94. On a prior occasion, in circa 2019, the same attorney had made a comment to Plaintiff, who had then received a Right to Sue notice from EEOC/MCHR, to the effect that the threat of a lawsuit over the heads of the Board of Directors would have a chilling impact on them.

95. The Board of Directors was unconcerned about a supervisor going through Plaintiff's personal workspace and drawers, or the recorded conversation between Plaintiff and Chairman Calhoun where Calhoun admitted that he directed Plaintiff on multiple occasions to arrange for him to receive a decommission fire department vehicle.

96. The Board was also unconcerned that Mr. Calhoun showed Plaintiff's EEOC complaint to Battalion Chief Dave Schmidt and attempted to have labor members file the vote of "no confidence" against Plaintiff as Fire Chief.

97. The meeting ended with Plaintiff being visibly upset and anxious. He asked the Assistant Chief Roger Ellison to take his blood pressure and it was extremely high (192/122, vs a normal range of 130/72).

98. Plaintiff returned to the board room while they were still meeting and informed them that he would need to seek prompt medical treatment.

The Discriminatory and Retaliatory Termination of Plaintiff

99. On December 27, 2022, Plaintiff, as he was beginning a vacation, was visited at his house by Chairman Calhoun and the Assistant Chief Roger Ellison.

100. During that meeting, Plaintiff was suspended by the Fire District—ostensibly for installing a camera in his own office—and ordered to surrender his car, phone, computer devices, and credit cards.

101. The Fire District had never before asked for the return of electronic devices of any suspended employee in the past.

102. Plaintiff had not been subjected to any progressive discipline leading up to the suspension and had not, during his career, received written discipline.

103. There is no Fire District rule or regulation prohibiting recording in an employee's office.

104. As soon as practicable, Plaintiff returned all items requested upon his suspension or had left them in his office, but was baselessly accused of not returning a laptop; Plaintiff had no such laptop in his possession—indeed, video captured by Plaintiff demonstrates that during nonworking areas, it is left closed on Plaintiff's desk.

105. Plaintiff notified Defendants after suspension that might need medical leave for reasons of intense anxiety and depression; Defendants requested medical documentation by January 17, which Plaintiff, in good faith, made every effort to obtain.

106. Plaintiff was terminated on January 17 at a Board meeting; the pretextual reasons given in a January 18 letter were the alleged retention of a laptop during suspension, using a

recording device in his office, and not yet having received Plaintiff's physician letter regarding his mental health status (which the physician's office was unable to produce until January 18).

107. As stated above, Calhoun had made many efforts to have Plaintiff removed prior to the in-office recording or suspension ever taking place; clearly, the stated reasons for termination are not the true reasons for termination.

108. As Plaintiff was indefinitely suspended, the timeliness of his medical request was irrelevant and, in any event, would not constitute misconduct under any circumstances.

109. Unlike other similarly situated employees who were separated from employment (including the preceding Chief), Plaintiff was not offered severance, a buy-back of earned PTO time, or other benefits at separation.

110. Although the Board had knowledge of Calhoun's toxic, retaliatory, and discriminatory behavior, they never took steps to remedy it, despite the Fire District's policy stating, "Any form of retaliation against an individual for filing a bona fide complaint under this policy or for assisting in an investigation is expressly prohibited and will not be tolerated."

111. Plaintiff has suffered, and will continue to suffer, significant economic losses, psychological trauma, and other damages as a result of the actions of Defendants, including but not limited to lost wages, lost retirement and health benefits, damage to his reputation, emotional distress, physical disturbances, damage to his career trajectory and future earnings, loss of standing in the community, and various material benefits of his employment.

112. Defendants acted knowingly and with malice and evil motive.

113. Plaintiff is entitled to punitive damages in an amount sufficient to punish Defendants for their reprehensible conduct and to deter others from acting in a similar matter.

114. As a consequence of Defendants' actions as described herein, Plaintiff has lost, and continues to lose, wages and other financial incidents and benefits.

115. As a consequence of Defendants' actions as described herein, Plaintiff has experienced severe emotional distress, embarrassment, and a loss of reputation.

116. As a consequence of Defendants' actions as described herein, Plaintiff has incurred, and will continue to incur, attorney's fees, costs, and expenses.

**COUNT I - RETALIATION/ILLEGAL DISCHARGE IN VIOLATION OF
MO. REV. STAT. § 105.055**

(Against Defendant Fire District)

117. Plaintiff hereby incorporates by reference all preceding Paragraphs.

118. Plaintiff was retaliated against for speaking out against the Chairman Calhoun and the Board for making policy and procedures modifications for a single individual, reporting conflicts of interest, fiscal irregularities, wasteful spending, and other malfeasance.

119. MO Rev. Stat. § 105.055 (3.)(1)(a)-(b) provides that a state employee may not be retaliated against ("any disciplinary action whatsoever") for disclosing any alleged protected activity under investigation or disclosing information the employee *reasonably believes* evidences a violation of any law, rule, or regulation, or for disclosing:

- a. mismanagement,
- b. gross waste of funds,
- c. abuse of authority,
- d. violation of policy,
- e. waste of public resources,
- f. breaches of professional ethical canons, or
- g. danger to public health and safety.

120. Plaintiff reported mismanagement or gross waste of funds, abuse of authority, violation of policy, waste of public resources, and other protected misconduct under the statute.

121. Plaintiff reported serious misconduct to his employer which was in violation of clear mandates of public policy, as articulated by statutes and regulations cited herein, and refused to carry out directions to violate said policy.

122. Said policy, for the prevention of fraud, self-dealing, breach of fiduciary duties, and dishonest practices on the part of public officials, is articulated in Missouri statutes, including but not limited to Mo. Rev. Stat. § 105.452(3).

123. Defendant stepped out of the scope of his defined responsibilities and routine job duties in his complaints.

124. Plaintiff was illegally discharged and retaliated against by Defendant due to his complaints about specific fraud, dishonest practices, and other proscribed conduct under the statute being perpetrated by Defendant.

125. Plaintiff's protected activity played a role in the termination and had a determinative influence.

126. Upon a showing that Plaintiff engaged in protected activity by clear and convincing evidence, Defendant will not be able to carry its burden of showing disciplinary action was not the result of Plaintiff's protected activity.

127. Plaintiff's termination was clearly pretextual and illegal.

WHEREFORE, Plaintiff respectfully requests judgment, pursuant to verdict by jury, in his favor in an amount that is fair and reasonable for actual damages, back pay, reinstatement, front pay, liquidated damages, interest on damages, for his attorney's costs and fees, and for such other and further relief to which the Court deems just and proper.

**COUNT II – RETALIATION,
AGAINST FIRST AMENDMENT PROTECTED ACTIVITY, AND
IN VIOLATION OF THE FOURTEENTH AMENDMENT PROTECTIONS
OF EQUAL PROTECTION AND DUE PROCESS
UNDER THE U.S. CONSTITUTION / 42 U.S.C § 1983**

(Against both Defendants)

128. Plaintiff hereby incorporates by reference all preceding paragraphs.

129. Both Defendants are a “person” for purposes of Section 1983.

130. Defendants abused the power given to them by the state.

131. The actions taken by individual Defendants was taken in their individual capacity while acting under color of state law, were afforded to them by virtue of state law and made possible only because Defendants were clothed with the authority of state law.

132. By the acts described above, and in violation of 42 U.S.C § 1983 and US Constitution, Defendants, agents of the state, unlawfully deprived Plaintiff of his rights under the First Amendment of the U.S. Constitution and terminated him specifically for speech of a public nature and of interest to the public, including the corruption of public officials, misuse of funds, and other misdeeds, as set forth above.

133. Section 1 of the Fourteenth Amendment provides, “No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

134. Plaintiff spoke out against matters of public corruption, mismanagement, and waste—stepping out of his assigned job duties and role to do so—and was terminated and otherwise retaliated against because of it.

135. Plaintiff also complained of race and age discrimination, which he reasonably believed to be valid.

136. Plaintiff's speech regarding public corruption, waste, and mismanagement was protected by the First Amendment and other Constitutional provisions.

137. Plaintiff's speech regarding race and age discrimination was protected by the Equal Protection Clause of the Fourteenth Amendment and other Constitutional provisions.

138. Plaintiff was deprived of rights, privileges and immunities.

139. Defendants conduct adversely effected Plaintiff's speech.

140. A causal link exists between Plaintiff's speech and adverse acts suffered by Plaintiff, including termination of employment.

141. Defendants abused powers given to them by the state and under color of state law.

142. The actions taken by individual Defendant Calhoun was taken in his individual capacity while acting under color of state law, was afforded to him by virtue of state law and made possible only because Defendants were clothed with the authority of state law.

143. The conduct of Defendants was outrageous and willfully undertaken with reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff respectfully requests judgment, pursuant to verdict by jury, in his favor in an amount that is fair and reasonable for actual damages, back pay, front pay/reinstatement, punitive damages, emotional distress damages, interest on damages, for his attorney's costs and fees, and for such other and further relief to which the Court deems just and proper.

COUNT III – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against Defendant Calhoun)

144. Plaintiff incorporates by reference all preceding Paragraphs

145. As set forth above, Defendant Calhoun, abusing his position of power and authority, engaged in extreme and outrageous conduct that resulted in great emotional distress and psychological harm to Plaintiff's person.

146. Defendant's insensitive and cruel conduct was so outrageous in character and extreme in degree as to go beyond all possible bounds of decency.

147. Defendant Calhoun's conduct was extreme and outrageous.

148. Defendant Calhoun acted intentionally or recklessly.

149. Defendant Calhoun's conduct caused severe emotional distress in Plaintiff, to the point of manifesting as bodily harm, and said mental injury is medically diagnosable and significant.

WHEREFORE, Plaintiff respectfully requests judgement, pursuant to verdict by jury, in his favor in an amount that is fair and reasonable for actual damages, punitive damages, emotional distress damages, interest on damages, for his attorney's costs and fees, and for such other and further relief to which the Court deems just and proper, in an amount to be determined, but in excess of \$25,000.

COUNT IV – AGE DISCRIMINATION, IN VIOLATION OF SECTION 1983

(Against both Defendants)

150. Plaintiff incorporates by reference all preceding paragraphs.

151. Age discrimination in employment violates the Equal Protection Clause of the United States Constitution (14th Amendment) and Due Process provisions.

152. Plaintiff's termination from employment was motivated by his age, 58.

153. Said discrimination was not rationally related to a legitimate state interest.

154. The ADEA does not preclude an action for age discrimination under Section 1983. See, e.g., Mummelthie v. City of Mason City, IA, 873 F.Supp. 1293 (N.D. Iowa 2011); Levin v. Madigan, 692 F.3d 607 (7th Cir. 2012); Mustafa v. State of Nebraska Dept. of Corr. Servs., 196 F.Supp.2d 945 (D.Neb. 2002).

155. In this regard, the rights under 1983 are particularly distinct from ADEA rights in the instant matter where the ADEA expressly limits or exempts claims by certain individuals, including elected officials and certain members of their staff, appointees, law enforcement officers, and firefighters. See 29 U.S.C. 623(j), 630(f).

156. The facts alleged give rise to an independent federal right secured by the U.S. Constitution.

157. Both Defendants are a "person" for purposes of Section 1983.

158. Defendants abused the power given to them by the state.

159. Plaintiff was denied due process and equal protection.

160. A causal nexus exists between Plaintiff's age and adverse actions taken against him, including termination from employment.

161. The actions taken by individual Defendant Calhoun was taken in his individual capacity while acting under color of state law, was afforded to him by virtue of state law and made possible only because Defendants were clothed with the authority of state law.

COUNT V – RETALIATION, IN VIOLATION OF 42 U.S.C. § 1981

(Against both Defendants)

162. Plaintiff incorporates by reference the above paragraphs as if fully set forth herein.

163. Plaintiff's protected activity, as described herein, was a "but for" factor in his termination.

164. The purported reasons for Plaintiff's termination were not based in fact and were pretext for unlawful retaliation.

165. Plaintiff reported the reported the harassment and race-based wrongful, discriminatory, and retaliatory conduct committed by his supervisors and others, however, nothing was done to stop the ongoing harassment, intimidation, and retaliation.

166. Defendants, by the actions described herein, retaliated against Plaintiff due to his protected activity of protesting racial discrimination and/or harassment.

167. A causal connection exists between Plaintiff's termination and his protected activity.

168. The Defendants' behavior violated 42 U.S.C. § 1981

169. Defendants' conduct was outrageous due to their evil motive and reckless disregard for Plaintiff's rights thereby entitling him to punitive damages in an amount that will punish Defendants and will deter Defendants and others from like conduct.

WHEREFORE, Plaintiff requests a jury trial and that this Court enter judgment in his favor and against Defendants, declaring that Defendants have engaged in unlawful employment practices with respect to Plaintiff in violation of his rights protected by the Section 1981; that Plaintiff be reinstated and compensated for all losses and damages suffered as a result of Defendants' unlawful discharge, including, but not limited to, past and future lost income, hedonic damages, emotional distress damages, other lost financial benefits of employment, and an amount to compensate Plaintiff for any tax treatment of a damages award (if reinstatement is not a practical or possible remedy then front pay should be awarded); that Defendants be ordered to pay punitive

damages; that Plaintiff be awarded pre-judgment and/or post-judgment interest on his damages; that Plaintiff be awarded attorneys' fees and costs reasonably expended on this case; and further relief as this Court deems appropriate under the circumstances.

**COUNT VI – RACE DISCRIMINATION, IN VIOLATION OF 42 U.S.C. § 1981 AND
42 U.S.C. § 1983**

(Against both Defendants)

170. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

171. The termination of Plaintiff – an adverse employment action – was motivated by his race.

172. “But for” his race, Plaintiff would not have been terminated.

173. Similarly situated employees were treated more favorably than Plaintiff.

174. Defendants, by the actions described herein, discriminated against Plaintiff due to his race in violation of his Constitutional guarantees of Equal Protection, as enforced via 42 U.S.C. § 1981.

175. Section 1981 was originally passed as part of the Civil Rights Act of 1866 to protect newly freed slaves and their descendants by guaranteeing them the same rights enjoyed by white citizens.

176. Section 1981(a) provides that “All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens...”

177. Race-based discrimination against Plaintiff further violated Plaintiff’s constitutional rights of due process and equal protection, as enforced under 42 U.S.C. § 1983.

178. The explanations offered by Defendants are demonstrably pretextual.

179. As a consequence of Defendants' actions as described herein, Plaintiff has lost, and continues to lose, wages and other financial incidents and benefits.

180. As a consequence of Defendants' actions as described herein, Plaintiff has experienced severe emotional distress, embarrassment, and a loss of reputation.

181. As a consequence of Defendants' actions as described herein, Plaintiff has incurred, and will continue to incur, attorney's fees, costs, and expenses.

182. The conduct of Defendants was outrageous and willfully undertaken with reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff requests a jury trial and that this Court enter judgment in his favor and against Defendants, declaring that Defendants have engaged in unlawful employment practices with respect to Plaintiff in violation of his rights protected by Section 1981; that Plaintiff be reinstated and compensated for all losses and damages suffered as a result of Defendants' unlawful discharge of him, including, but not limited to, past and future lost income, hedonic damages, emotional distress damages, other lost financial benefits of employment, and an amount to compensate Plaintiff for any tax treatment of a damages award (if reinstatement is not a practical or possible remedy then front pay should be awarded); that Defendants be ordered to pay punitive damages; that Plaintiff be awarded pre-judgment and/or post-judgment interest on his damages; that Plaintiff be awarded attorneys' fees and costs reasonably expended on this case; and further relief as this Court deems appropriate under the circumstances.

Respectfully Submitted,

HKM EMPLOYMENT ATTORNEYS, LLP

/s/ Jeffrey D. Hackney

Jeffrey D. Hackney

Missouri Bar No. 53158

HKM Employment Attorneys, LLP

7382 Pershing Ave., Suite 1W

St. Louis, Missouri 63130

Telephone: 314-207-7135

E-Mail: jhackney@hkm.com

Attorneys for Plaintiff Ankeneth Corbin



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRIAN H MAY	Case Number: 23SL-CC00702
Plaintiff/Petitioner: ANKENETH CORBIN	Plaintiff's/Petitioner's Attorney/Address JEFFREY DAVID HACKNEY 2 CITY PLACE SUITE 200 CREVE COEUR, MO 63141
Defendant/Respondent: BLACK JACK FIRE PROTECTION DISTRICT	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Employmnt Discrmntn 213.111	

SHERIFF FEE PAID

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: BLACK JACK FIRE PROTECTION DISTRICT
 Alias:
 5675 NORTH HIGHWAY 67
 FLORISSANT, MO 63034

COURT SEAL OF

 ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.
SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

15-FEB-2023
 Date

Jean P. Salinger
 Clerk

Further Information:
 AD

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person at least 18 years of age residing therein.

(for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

other _____.

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

 Printed Name of Sheriff or Server

 Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal) My commission expires: _____ Date _____ Notary Public

Sheriff's Fees, if applicable

Summons \$ _____
Non Est \$ _____
Sheriff's Deputy Salary
Supplemental Surcharge \$ 10.00
Mileage \$ _____ (_____ miles @ \$. _____ per mile)
Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.



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Judge or Division: BRIAN H MAY	Case Number: 23SL-CC00702
Plaintiff/Petitioner: ANKENETH CORBIN	Plaintiff's/Petitioner's Attorney/Address JEFFREY DAVID HACKNEY 2 CITY PLACE SUITE 200 CREVE COEUR, MO 63141
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Nature of Suit: CC Employmnt Discrmntn 213.111	

SHERIFF FEE PAID

(Date File Stamp)

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The State of Missouri to: DAVID CALHOUN
Alias:
5675 NORTH HIGHWAY 67
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COURT SEAL OF

ST. LOUIS COUNTY

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Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____ Date _____ Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$. _____ per mile)

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CCADM73

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

ANKENETH CORBIN)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.
BLACK JACK FIRE PROTECTION)	
DISTRICT and DAVID CALHOUN)	
)	
Defendant,)	
)	

ORIGINAL FILING FORM

THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY WHEN INITIATING A NEW CASE.

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____ AND ASSIGNED TO THE HONORABLE JUDGE _____.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY, THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: 04/21/2023

/s/ John M. Allen
Signature of Filing Party

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Ankeneth Corbin

(b) County of Residence of First Listed Plaintiff St. Louis (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Jeffrey D. Hackney, HKM Employment Attorneys, LLP 7328 Pershing Ave., Ste. 1W, St. Louis, MO 63130 314-207-7135

DEFENDANTS

Black Jack Fire Protection District and David Calhoun

County of Residence of First Listed Defendant St. Louis (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

John M. Allen, Goldberg Segalla, LLP, 8000 Maryland Ave., Ste. 640, St. Louis, MO 63105 314-446-3370

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, 440 Other Civil Rights, 463 Alien Detainee, 625 Drug Related Seizure, 710 Fair Labor Standards Act, 820 Copyrights, 861 HIA (1395f), 870 Taxes (U.S. Plaintiff or Defendant), 375 False Claims Act, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42 U.S.C. Sec. 1981, 42 U.S.C. Sec. 1983, et al

Brief description of cause: Retaliation, Violation of First Amendment Protection Activity, Fourteenth Amendment Protections of Equal Protection and Due Process

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ <100,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Judge Brian H. May DOCKET NUMBER 23SL-CC00702

DATE Apr 21, 2023 SIGNATURE OF ATTORNEY OF RECORD /s/ John M. Allen

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Carpenter, Danette M.

From: Hackney, Jeff <jhackney@hkm.com>
Sent: Friday, March 24, 2023 4:00 PM
To: Allen, John M.
Cc: Daniel Bruntrager
Subject: Re: Stip on service/answer [GSLAW-IMANAGE.FID5312750]

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Jeff Hackney
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From: Allen, John M. <jallen@goldbergsegalla.com>
Sent: Friday, March 24, 2023 2:05:35 PM
To: Hackney, Jeff <jhackney@hkm.com>
Cc: Daniel Bruntrager <djb@law-stl.com>
Subject: RE: Stip on service/answer [GSLAW-IMANAGE.FID5312750]

Jeff,

We didn't firm up the service date. We'd like to focus on the mediation rather than removal/responsive pleadings. To that end, I suggest we 04-07-2023 as the date of service. That will give us enough time to remove and file a responsive pleading if we don't settle at mediation.

Please confirm.

Thanks.

John

John M. Allen, Esq. | Partner

8000 Maryland Avenue, Suite 640 | St. Louis, MO 63105
DIRECT 314.446.3370 | EXT 8370 | FAX 314.446.3360 | MOBILE 314.440.5305

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From: Hackney, Jeff <jhackney@hkm.com>
Sent: Tuesday, March 7, 2023 12:29 PM
To: Allen, John M. <jallen@goldbergsegalla.com>
Cc: Daniel Bruntrager <djb@law-stl.com>
Subject: Re: Stip on service/answer [GSLAW-IMANAGE.FID5312750]

Thanks, and duly noted.



Jeff Hackney
Partner

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From: Allen, John M. <jallen@goldbergsegalla.com>
Sent: Tuesday, March 7, 2023 12:16 PM
To: Hackney, Jeff <jhackney@hkm.com>
Cc: Daniel Bruntrager <djb@law-stl.com>
Subject: RE: Stip on service/answer [GSLAW-IMANAGE.FID5312750]

Jeff,

As we discussed this morning, I booked April 7, 2023 for mediation with Kim Kirn. Please talk to your clients about all the ancillary activities. They will not help settle the case.

Thanks.

John

John M. Allen, Esq. | Partner

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From: Hackney, Jeff <jhackney@hkm.com>
Sent: Tuesday, March 7, 2023 8:46 AM
To: Allen, John M. <jallen@goldbergsegalla.com>
Cc: Daniel Bruntrager <djb@law-stl.com>
Subject: Stip on service/answer

Good morning. Are you amenable to accepting service as of Wednesday, March 8? 30 days out would put you at Friday, April 7 for responsive pleadings. Thanks.



Jeff Hackney
Partner

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