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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

KENNETH SNYDER	)	
Plaintiff,	)	
	)	
	)	Case No.: 12-cv-2723 JAR/DJW
vs.	)	
	)	
WILLIAM JOHNSON, et al,	)	
	)	
Defendants.	)	

**DEFENDANT UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS  
CITY, KANSAS/BOARD OF PUBLIC UTILITIES’ ANSWER TO PLAINTIFF’S  
COMPLAINT**

COMES NOW Defendant Unified Government of Wyandotte County/Kansas City, Kansas/Board of Public Utilities (“BPU” or “Defendant”), by and through its attorneys at McAnany, Van Cleave & Phillips, PA, and submits its answer to Plaintiff’s Complaint as follows:

**I. COMPLAINT**

This paragraph of Plaintiff’s Complaint contains no factual allegations to which a response is required.

**II. INTRODUCTION**

Defendant admits that Plaintiff applied and interviewed for a job with Defendant as a traffic signal technician and that he was offered the position. Defendant also admits that Plaintiff accepted its offer of employment. Defendant is without sufficient knowledge to admit or deny the allegations concerning the reasons Plaintiff left his

previous employment and therefore denies the same. Defendant denies all other allegations contained in the Introduction to Plaintiff's Complaint.

### **III. PARTIES**

1. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 1 of Plaintiff's Complaint and therefore denies them.
2. Plaintiff's allegation in Paragraph 2 of Plaintiff's Complaint that Defendant is an "employer" as defined in 38 U.S.C. § 4303 is a legal conclusion to which no response is required. BPU admits that it is an administrative agency of the Unified Government of Wyandotte County/Kansas City, Kansas, with its principal place of business at 540 Minnesota Avenue, Kansas City, Kansas.
3. Paragraph 3 of Plaintiff's Complaint contains no allegations against this answering Defendant. To the extent a response is required, it is Defendant's belief and understanding that Defendant Eric Clark is a resident of the state of Kansas. Defendant admits that Defendant Eric Clark was Plaintiff's supervisor and a decision-maker in Plaintiff's termination. Plaintiff's allegation that Defendant Clark is an "employer" as defined in 38 U.S.C. § 4303 is a legal conclusion to which no response is required. Assuming a response is required, Defendant denies the allegation. Defendant denies all other allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. Paragraph 4 of Plaintiff's Complaint contains no allegations against this answering Defendant. To the extent a response is required, it is Defendant's belief and understanding that Defendant William Johnson is a resident of the state of Kansas. Defendant admits that Defendant William Johnson was Plaintiff's

supervisor and a decision-maker in Plaintiff's termination. Plaintiff's allegation that Defendant Johnson is an "employer" as defined in 38 U.S.C. § 4303 is a legal conclusion to which no response is required. Assuming a response is required, Defendant denies the allegation. Defendant denies all other allegations contained in Paragraph 4 of Plaintiff's Complaint.

#### **IV. JURISDICTION AND VENUE**

5. Defendant admits that as to Defendant BPU, jurisdiction and venue are proper. As to any remaining allegations contained in Paragraph 5, Defendant denies any such allegations.

#### **V. STATEMENT OF FACTS**

6. Defendant admits that on or about September 21, 2009, Plaintiff submitted an application to Defendant for a position as traffic signal technician. As to any remaining allegations contained in Paragraph 6, Defendant is without sufficient information to admit or deny and therefore denies the same.
7. Defendant admits that in October 2009, Plaintiff participated in an interview with Defendant. As to any remaining allegations contained in Paragraph 7, Defendant is without sufficient information to admit or deny and therefore denies the same.
8. Defendant admits that upon Plaintiff informing Defendant that he was being deployed, Sam DeLeon, human resources director, assured Plaintiff that his employment would not be affected by said deployment. As to any remaining allegations contained in Paragraph 8 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore denies the same.

9. Defendant admits the allegations contained in Paragraph 9 of Plaintiff's Complaint.
10. Defendant is without sufficient information to admit or deny the allegations in paragraph 10 of Plaintiff's Complaint and therefore denies the same.
11. Defendant admits that upon Plaintiff's release from active military, he was told to report for work. As to any remaining allegations contained in Paragraph 11 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore denies the same.
12. Defendant admits that upon Plaintiff's release from military duty, Plaintiff reported to work with Defendant. As to any remaining allegations contained in Paragraph 12 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore denies the same.
13. Defendant is without sufficient knowledge to admit or deny the allegations in Paragraph 13 of Plaintiff's Complaint and therefore denies the same.
14. Defendant is without sufficient knowledge to admit or deny the allegations in Paragraph 14 of Plaintiff's Complaint and therefore denies the same.
15. Defendant admits that Plaintiff gave notice of any leave from work required for military duty. As to any remaining allegations contained in Paragraph 15 of Plaintiff's Complaint, Defendant is without sufficient knowledge to admit or deny and therefore denies the same.
16. Defendant admits that Plaintiff gave notice of any leave from work required for military duty. As to any remaining allegations contained in Paragraph 16 of

Plaintiff's Complaint, Defendant is without sufficient knowledge to admit or deny and therefore denies the same.

17. Defendant admits that Plaintiff gave notice of any leave from work required for military duty. As to any remaining allegations contained in Paragraph 17 of Plaintiff's Complaint, Defendant is without sufficient knowledge to admit or deny and therefore denies the same.

18. Defendant admits that on or about April 1, 2010, Defendant Eric Clark became Plaintiff's supervisor, replacing retired supervisor, Russell Walters.

19. Defendant admits that Plaintiff gave notice of any leave from work required for military duty. As to any remaining allegations contained in Paragraph 19 of Plaintiff's Complaint, Defendant is without sufficient knowledge to admit or deny and therefore denies the same.

20. Defendant admits that on or about April 27, 2010, Plaintiff, Eric Clark and Greg DeGraeve had a meeting.

21. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 21 of Plaintiff's Complaint and therefore denies the same.

22. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 22 of Plaintiff's Complaint and therefore denies the same.

23. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 23 of Plaintiff's Complaint and therefore denies the same.

24. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 24 of Plaintiff's Complaint and therefore denies the same.

25. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 25 of Plaintiff's Complaint and therefore denies the same.
26. Defendant denies that Defendant Eric Clark or Greg DeGraeve ordered Plaintiff to backdate his own signature on an evaluation. As to any remaining allegations contained in Paragraph 26 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore denies the same.
27. Defendant admits that the March 26, 2010 evaluation rated Plaintiff as Unsatisfactory in Productivity, Dependability, and Cooperation. Defendant denies that the March 26, 2010 evaluation is not credible. As to any remaining allegations contained in Paragraph 27 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore denies the same.
28. Defendant admits that Plaintiff was given an evaluation dated April 27, 2010, but otherwise denies the allegations contained in Paragraph 28 of Plaintiff's Complaint.
29. Defendant is without sufficient information to admit or deny the allegations in Paragraph 29 of Plaintiff's Complaint and therefore denies the same.
30. Defendant denies that Defendant Eric Clark or Greg DeGraeve ordered Plaintiff to backdate his own signature on an evaluation. As to any remaining allegation contained in Paragraph 30 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore denies the same.
31. Defendant is without sufficient information to admit or deny the allegations in Paragraph 31 of Plaintiff's Complaint and therefore denies the same.

32. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 32 of Plaintiff's Complaint and therefore denies the same.
33. Defendant is without sufficient information to admit or deny the allegations contained in Paragraph 33 of Plaintiff's Complaint and therefore denies the same.
34. Defendant admits that Plaintiff's employment was terminated in July 2010.
35. Defendant admits that on or about July 8, 2010, Plaintiff, Defendant Eric Clark, Sam DeLeon, and Defendant William Johnson had a meeting.
36. Defendant admits that Defendant William Johnson sent Plaintiff home pending his recommendation of Plaintiff's termination. As to any remaining allegations contained in Paragraph 36 of Plaintiff's Complaint, Defendant is without sufficient information to admit or deny and therefore deny the same.
37. Defendant admits that Defendant William Johnson told Plaintiff that he saw a trend and he didn't like what he saw. As to any remaining allegations contained in Paragraph 37 of Plaintiff's Complaint, Defendant denies such allegations.
38. Defendant denies the allegations contained in Paragraph 38 of Plaintiff's Complaint.
39. Defendant does not have sufficient information to admit or deny the allegations in Paragraph 39 of Plaintiff's Complaint and therefore denies the same.
40. Defendant denies the allegations contained in Paragraph 40 of Plaintiff's Complaint.
41. Defendant denies the allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. Defendant denies the allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. Defendant denies the allegations contained in Paragraph 43 of Plaintiff's Complaint.

44. Defendant denies the allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. Defendant admits that Plaintiff's employment was terminated because he was unable to complete work on jobs and tasks required of the position, he did not pay attention to detail when asked to complete a task, he was not completing tasks in a timely manner, he did not volunteer to work with co-workers on day-to-day operations, and the volume of Plaintiff's personal phone calls during company working hours adversely affected his productivity, dependability, and safety practice. As to any remaining allegations contained in Paragraph 45 of Plaintiff's Complaint, Defendant denies the same.

46. Defendant denies the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. Defendant denies the allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. Defendant denies the allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. Defendant denies the allegations contained in Paragraph 49 of Plaintiff's Complaint.



## **VI. CHARGES**

50. Defendant incorporates its responses to Paragraphs 1-49 of Plaintiff's Complaint as set forth above.
51. Defendant denies the allegations contained in Paragraph 51 of Plaintiff's Complaint.
52. Defendant denies the allegations contained in Paragraph 52 of Plaintiff's Complaint.
53. Defendant denies the allegations contained in Paragraph 53 of Plaintiff's Complaint.
54. Defendant denies the allegations contained in Paragraph 54 of Plaintiff's Complaint.
55. Defendant denies the allegations contained in Paragraph 55 of Plaintiff's Complaint.
56. Defendant denies the allegations contained in Paragraph 56 of Plaintiff's Complaint.
57. Defendant denies the allegations contained in Paragraph 57 of Plaintiff's Complaint.
58. Defendant denies the allegations contained in Paragraph 58 of Plaintiff's Complaint.
59. Defendant denies the allegations contained in Paragraph 59 of Plaintiff's Complaint.
60. Defendant denies the allegations contained in Paragraph 60 of Plaintiff's Complaint.

61. Defendant denies the allegations contained in Paragraph 61 of Plaintiff's Complaint.

62. Defendant denies the allegations contained in Paragraph 62 of Plaintiff's Complaint.

### **VII. RELIEF REQUESTED**

Defendant denies that Plaintiff is entitled to the relief requested.

### **AFFIRMATIVE AND OTHER DEFENSES**

1. Defendant denies that its conduct has caused Plaintiff any damages.
2. Plaintiff has failed to mitigate his damages, if any.
3. The actions of Defendant were taken for legitimate, non-discriminatory reasons.
4. To the extent Plaintiff makes claims for equitable relief, such claims are barred, in whole or in part, by the existence of an adequate remedy at law.
5. Defendant's conduct was not willful, and Plaintiff is not entitled to liquidated damages against Defendant.
6. Defendants deny all allegations not specifically admitted.
7. Defendant reserves the right to assert additional affirmative defenses and matters in avoidance as may be disclosed during the course of discovery.

**WHEREFORE**, Defendant Unified Government of Wyandotte County/Kansas City, Kansas/Board of Public Utilities answers Plaintiff's Complaint, requests that Plaintiff take nothing against it on the claims asserted therein, requests dismissal and entry of judgment against Plaintiff and in favor of Defendant, requests that it be awarded its reasonable attorney fees, costs, and litigation expenses incurred in defense of this civil

action, and requests entry of all such other relief that the court may deem just and equitable.

Respectfully submitted,

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By: /s/ Robert J. Wonnell

Robert J. Wonnell #20727  
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*Attorneys for Defendants*

### **CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that a true and correct copy of the above and foregoing was sent electronically pursuant to D.Kan.R. 5.4.2 and 26.3 and via U.S. first-class mail, postage prepaid, to the below listed individuals on this the 20<sup>th</sup> day of December, 2012.

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/s/ Robert J. Wonnell