

IN THE CIRCUIT COURT OF JACKSON COUNTY
AT KANSAS CITY

ANDREA C. DORCH,)	
)	
Plaintiff,)	
v.)	Case No.: _____
)	
)	
CITY OF KANSAS CITY, MISSOURI,)	
(Serve: Mayor Quinton Lucas)	
City of Kansas City, MO)	
City Hall, 29th Floor)	
414 E. 12th Street)	
Kansas City, MO 64106))	
)	
and)	
)	
BRIAN PLATT, in his individual)	
capacity,)	
(Serve: City Manager's Office)	
City Hall, 29 th Floor)	
414 E. 12 th Street)	
Kansas City, MO 64106))	
)	
Defendants.)	

PETITION

COMES NOW, Plaintiff Andrea C. Dorch, by and through her attorney of record Spencer J. Webster of Webster Law, LLC, and for her causes of action against Defendant City of Kansas City, Missouri (“Defendant” or “Defendant City” or the “City”) and Brian Platt (“Defendant Platt”) states and alleges as follows:

PARTIES

1. Plaintiff Andrea Dorch is a Black/African American female who resides in Jackson County, Missouri. Plaintiff, at all times relevant herein, was an “employee” within the meaning of the Missouri Human Rights Act (“MHRA”), § 213.010, *et seq.*, RSMo.

2. Defendant City of Kansas City, Missouri is a governmental entity and incorporated city in the state of Missouri, with its principal place of business located at 414 East 12th Street, Kansas City, Missouri and pursuant to Rule 54.13 can be served through the mayor at the address above. The City, at all times relevant herein, was an “employer” within the meaning of the Missouri Human Rights Act (“MHRA”), § 213.010, *et seq.*, RSMo.

3. Brian Platt is a Caucasian male who resides in Jackson County, Missouri.

JURISDICTION AND VENUE

4. Both jurisdiction and venue are proper in this Court. This Court has original subject matter jurisdiction over all of Plaintiff’s Missouri state causes of action. This Court has jurisdiction over Plaintiff’s discrimination claims arising under the MHRA and RSMo. § 287.780. Further, this Court has jurisdiction for claims arising under RSMo. § 506.500. Venue is proper because all conduct occurred within this county.

FACTS COMMON TO ALL COUNTS

5. Plaintiff is a 47 year old Black/African American female.

6. Starting in 1994 and continuing through the present day, Plaintiff has disclosed the residence at 7618 E. 52nd Street, Kansas City, Missouri as her true, fixed, and permanent home and principal establishment for any and all purposes. Plaintiff’s vehicles are registered to 7618 E. 52nd Street, Kansas City, Missouri and she was at all times relevant registered to vote at this address.

7. In 2020, Plaintiff purchased a residential property located in Lee’s Summit, Missouri (the “Lee’s Summit Property”).

8. On or around February 28, 2021, Plaintiff was contacted by the City Manager, Brian Platt, and offered the position of Director of the Civil Rights and Equal Opportunity Office (“CREO”); Plaintiff accepted on or about March 1, 2021.

9. By accepting the City's offer for the CREO Director, Plaintiff turned down her then-current employer's, the United States Department of Housing and Urban Development, retention offer along with the included benefits.

10. Prior to beginning her employ at the City, Plaintiff was required to go through a background check which disclosed that Plaintiff owned the Lee's Summit Property.

11. As part of Plaintiff's background application, she disclosed that her true, fixed, and permanent home and principal place of establishment is 7618 E. 52nd Street, Kansas City, Missouri 64129.

12. On or around April 11, 2021, Plaintiff was hired by the City as the first Black female Director of CREO.

13. Plaintiff's powers and duties as the City's CREO Director are codified in City Code Sec. 38-21 and City Code Sec. 3-463, respectively. Part of her duties were to ensure the Minority and Women's Business Enterprises ("MBE/WBE" or "MWDBE") contracting provisions of the City Code were being complied with.

14. In or around August 2021, Plaintiff was given direction by the City's Legal Department to terminate an employee ("Employee 1") under her supervision who had filed a legitimate discrimination and retaliation claim against the City. Employee 1, a female black women with a disability, was a senior civil rights specialist in CREO.

15. Defendant directed Plaintiff to terminate Employee 1 for allegedly violating the City's requirement that its employees live within City lines, codified in City Code Sec. 2-972(2) and (4) (the "Residency Requirement").

16. On or around September 10, 2021, Plaintiff wrote a memorandum to the City's Human Resources and Legal Departments, explaining, after looking into the matter, that Employee 1

had been going through a divorce and temporarily living in a domestic violence shelter outside of the City limits.

17. In or around November 2021, the City proceeded with terminating Employee 1, compelling Plaintiff to terminate her, and Employee 1 added the adverse action to her legal action against the City. In January 2023, the City settled Employee 1's claims, which had been filed in this Court, for the amount of approximately \$450,000.00.

18. Between April 2021 and April 2023, Plaintiff reported several instances of illegal, discriminatory, and unethical conduct by persons in City Administration along with City officials to state and federal authorities. Included in the reports were potential illegal or corrupt conduct involving bid steering and/or bid rigging. Plaintiff forwarded all such reports to City Manager Brian Platt.

19. In or around January 2022, Platt began creating obstacles to Plaintiff's discharge of her duties. For example, Mr. Platt refused to use outlets for mass communication with the City's citizens to highlight CREO programs, events, and reports.

20. In contrast, Mr. Platt permitted use of these mass communication outlets by other City department directors to highlight their department's programs, events, and reports.

21. Additionally, in or around January 2022, Plaintiff discovered that the City's Housing Department had gone outside of the normal contract procurement process to execute approximately forty (40) contracts, without obtaining CREO approval.

22. On or around December 2022, City Council Member Eric Bunch and Mayor Quintin Lucas publicly derided and denigrated Plaintiff on the record, during a City Council meeting, for challenging the Meta Project's lack of inclusion of MWDBEs, which violated City ordinances.

23. In or around late 2022 or early 2023, City Manager Brian Platt directed Plaintiff to stop reporting illegal activity involving the City, City employees and/or City officials to state and federal authorities.

24. Moreover, in or around December 2022, the City's General Services and Housing Department told Mr. Platt that CREO was preventing the progress of these departments' contracts because CREO and its members were allegedly not performing their duties, when in reality, Plaintiff as the Director of CREO was refusing to approve these City departments' contracts because they lacked compliance with City Code Ch. 3, requiring any contracts to include MWDBEs. This was done at the direction of the City Manager's office.

25. Platt then accused Plaintiff and CREO of not performing their duties and required Plaintiff to create a data report under short notice, stating how many contracts were being processed by CREO.

26. Resultantly, Plaintiff had to abandon the performance of her duties to compile this report, which ultimately showed that CREO had timely processed 1,232 contract documents in the span of one (1) year, and that Plaintiff personally timely processed contract documents in 0.6 days, on average.

27. On or around December 2022, Plaintiff was singled out in a directors' meeting by Mr. Platt and barred from attending City Council and City Committee meetings, which interfered with her ability to perform her duties for the City Council, the Fairness in Construction Board the Construction Workforce Board, Rights Commission of Kansas City, and City Council Committees.

28. This action by the City not only prevented Plaintiff from discharging her duties, but it also impacted perception of her as an effective advocate or representative by organizations relevant to her work as Director of CREO, such as the Black Chamber of Commerce (BCC) and the KC Area Transportation Authority (KCATA), whose members voiced concern over Plaintiff's ability to be an effective advocate due to Mr. Platt prohibiting Plaintiff from attending City Council and City Committee meetings.

29. Moreover, in late January or early February 2023, Councilmembers, after finding out that Plaintiff would not be attending Council meetings, began requiring her attendance at City Council meetings.

30. On or around January 6, 2023, Plaintiff sent email correspondence to the Mayor and City Council, copying City Manager Brian Platt, advocating for inclusion of Minority Women and Disadvantaged Business Enterprises (“MWDBEs”) on a contract related to the design and construction of a data center between the City and Velvet Tech Services, LLC (the “Meta Project”), which such inclusion had been negotiated out of the contract by the Mayor and Council.

31. On January 10, 2023, Mr. Platt sent Plaintiff an “official letter of reprimand” in the form of an email; Platt called Plaintiff’s communication unprofessional and prohibited her from discussing any MWDBE issues with the Mayor or City Council—the foundation of her job.

32. On or about January 13, 2023, the City retained a private investigator to follow Plaintiff each morning, afternoon, and evening, sitting in an undisclosed location monitoring Plaintiff, and paid such investigating company approximately \$11,000.00 of Kansas City’s taxpayers’ money.

33. Neither Defendant City nor Mr. Platt asked Plaintiff about her residence in Lee’s Summit prior to hiring a private investigator to follow her.

34. Plaintiff became aware she was being followed and that someone would sit outside her residence, but she did not know who was following her or why she was being followed.

35. As a single female with children, Plaintiff told her friends and others around her that she was fearful that she was being followed and that someone was sitting outside her residence.

36. Plaintiff became more and more frightened as she continued to believe she was being followed and surveilled but had no knowledge as to who or why.

37. On or around January 6, 2023, Diversity Manager for The Kansas City Area Transportation Authority Whitney Morgan told Plaintiff that her absence from the City Council

meetings and the lack of knowledge by the City Council members of the reason for Plaintiff's absence made it appear as though she were derelict in her duties.

38. In or around January 2023, City Manager Brian Platt began giving exceptions to directors of other City departments from inclusion of the mandatory non-discrimination clauses of Title VI and VII of the Civil Rights Act of 1964, and City Code Ch. 38, as well as labor and wage laws, from programs advanced by those directors that received State and Federal funding, negating the requirement in the normal procurement process for these City directors to seek the review and approval of their programs' receipt of government funding from Plaintiff as the Director of CREO.

39. On or around January 2023, City Manager Brian Platt began requiring Plaintiff to report to and take assignments from Caucasian subordinate, lower-level City employees in other departments holding positions within the City that were below or subordinate to Plaintiff's position as a Director, including Jane Brown, Wes Minder, and Melissa Kozakiewicz. These persons directed Plaintiff to report to their meetings and perform administrative tasks for them, as though Plaintiff was their assistant.

40. Additionally, on or around March 8, 2023, City Manager Brian Platt required Plaintiff to report to the City's Chief Equity Officer LaDonna McCullough about an investigation into the discriminatory practices of the Kansas City Fire Department when Ms. McCullough's position was two levels below Plaintiff's.

41. On or about March 8, 2023, Plaintiff was expressly informed by Assistant City Manager Kimiko Gilmore and Chief Equity Officer LaDonna McCullough that Platt was seeking the removal of Plaintiff as Director of the Civil Rights and Equal Opportunity Office ("CREO") because of City's settlement with Employee 1.

42. On or about April 4 or 5, 2023, Plaintiff made a report of discrimination and harassment to the City's Human Resources office.

43. On April 6, 2023, Mr. Platt suggested Plaintiff not to give the Meta report regarding the omission of minority contracting goals as required by City Ordinance, just as he had a week prior.

44. On April 6, 2023, Plaintiff reported to the City's Fairness in Construction Board that the City Council had voted to discriminatorily waive the MWDBE participation and workforce requirements in the Meta Project.

45. On April 7, 2023, just a few days after Plaintiff made her report of discrimination and harassment, Plaintiff was given the option to resign by City Manager Brian Platt, in lieu of being terminated, based on "findings" by Mr. Platt and the City's Human Resources Director, Terri Casey, that Plaintiff had allegedly violated the Residency Requirement.

46. Defendant City did not terminate Plaintiff in January when it hired the private investigator to follow and surveil her, Defendant City waited to terminate her in April.

47. Moreover, on or about March 7, 2023, upon hearing rumors Mr. Platt was trying to terminate Plaintiff, Plaintiff told Mr. Platt she would resign and transition the department. Mr. Platt told Plaintiff that she was great, he did not want her to resign, and thanked Plaintiff for her service to the City.

48. Yet, during the discussion regarding Plaintiff's termination, in response to Plaintiff telling Mr. Platt that she owned both properties, Mr. Platt yelled at Plaintiff, "You are lying," and snatched her resignation form from her hand.

49. Ms. Casey admitted that the City Ordinance from which the Residency Requirement arises does not prohibit a City employee from having more than once residence.

50. Plaintiff requested for April 21, 2023 to be her official resignation date for the purpose of having enough time to transition CREO's staff to a new Director, and to complete work related to her reporting on the Meta Project.

51. Platt said that April 21, 2023, could be Plaintiff's last day, but terminated Plaintiff's access to her City Email on April 7, 2023.

52. Plaintiff resigned from CREO in lieu of termination to prevent further harm and injury to her professional reputation.

53. Upon giving Plaintiff the ultimatum of resigning or termination, neither Mr. Platt nor Ms. Casey informed Plaintiff that a private investigator had been following her; instead allowing her to believe someone could still be following her.

54. In or around April 2023, Plaintiff learned that City Department Director Forest Decker, a white male, and several members of the City's Council also owned residential property outside the limits of the City, but were not forced by the City to resign from their positions, in lieu of termination, for violating the City's Residency Requirement.

55. On or around December 9, 2021, the City's council gave a "residency waiver" by Committee Substitute for Ordinance No. 211022, to a Caucasian female, Kathy Nelson, as President and CEO of the Kansas City Sports Commission, who owns and uses a residential property located outside of the City's limits.

56. On information and belief, Mr. Platt and/or the City have used the Residency Requirement to terminate multiple employees, all of whom were female, minority employees.

57. On information and belief, in or around August 2021, City Manager Brian Platt entered into an undisclosed agreement that allowed a Caucasian Kansas City Fire Department (KCFD) Captain, Tim Dupin, who then headed the local firefighters' union, Local 42, to remain on the City payroll and collect his \$86,000.00 per year salary, while also working full-time outside of the City in Washington, D.C. and earning a separate \$150,000.00 per year salary from his new job as the International Association of Fire Fighters' Director of Political Action at Local 42's Washington, D.C.

headquarters. There are no documented benefits from the City entering into the foregoing undisclosed agreement with Mr. Dupin.

58. In or around August 2013, the City retaliated against City Municipal Court Judge Elena Franco after she opposed what she described as an "illegal restructuring" of the City's Prosecutor's Office and a new diversion program she described as "illegal and unethical," by suspending Judge Franco without pay and escorting her off of City property. Judge Franco was unanimously reinstated by a five-member municipal judicial nominating commission in 2014.

59. On or around May 3, 2023, at or around the City caused to be published an article with the Kansas City Star ("KC Star"), titled, "KC: Records show ex-civil rights leader fired for residency," by Mike Hendricks, at 11:58 A.M., in which the City disclosed private investigators had been following Plaintiff and the address of Plaintiff's Lee's Summit home—private employment personnel records—which contained the following statements and/or factual information provided by the City's agent(s), employee(s), and official(s):

- (a) "Assistant City Manager Melissa Kozakiewicz provided The Star with evidence the city says supports its claim that the investigation of Dorch's residency status was not triggered by her job performance or interactions with Platt, as Dorch alleges, over the city's lack of minority contracting goals on the \$800 million Meta data processing project."
- (b) "Rather, the city began its investigation last fall, Kozakiewicz said, before Dorch says she began getting pushback from Platt over her interactions with developers of the Meta project."
- (c) "To back that up, Kozakiewicz provided The Star with copies of an email exchange that began on Nov. 22 between Assistant City Manager Kelly Postlewait and Nick Spencer, chief operations officer of Strategos International, a security

and investigations company. The city hired the company to investigate Dorch's residency."

- (d) "In the email exchange, Spencer references an earlier conversation with Postlewait and asked that Postlewait send him 'all information you have regarding the Person of Interest (POI)' so that he could set up a schedule and assign investigators. Kozakiewicz said the person of interest was Dorch."
- (e) "Records show that nearly two months later, on Jan. 13, three licensed investigators with a Strategos subsidiary, Clarence M. Kelley & Associates, began taking turns staking out a house that Dorch owns in Lee's Summit."
- (f) "An invoice from Clarence M. Kelley shows that the investigators were outside the house for four to five hours each morning and four to five hours each afternoon and evening for 14 days straight. At least four times during those two weeks, the records show that two of the investigators separately followed Dorch to or from the house she owns on Northeast Quartz Drive to the parking garage across from City Hall in downtown Kansas City where she worked."
- (g) "Kozakiewicz emailed the invoice to a Star reporter after The Star published an article Friday reporting Dorch's claim that her alleged violation of the residency rule was an excuse to get rid of her. 'I feel I was targeted for doing my job,' she said in that article."
- (h) "Platt asked for Dorch's resignation on April 7, one day after she released a report to the Fairness in Construction Board recounting the months of resistance she'd gotten from Platt to her efforts to advance the hiring of more minority contractors on the Meta project."

- (i) “Kozakiewicz said the release of Dorch’s April 6 report bore no connection to her meeting the next day with Platt where, according to Dorch, she was given a choice: resign or be fired for violating the residency rule. Her resignation from her job, which paid \$182,000 a year, was effective April 21.”
- (j) “The January stakeout began three days after Platt sent Dorch a written reprimand for writing the mayor and city council asking them to reverse a decision approving a trail construction project without what she considered the applicable minority contracting goals.”
- (k) “In the email, which Platt said was unprofessional and inappropriate, Dorch also claimed that some city officials have long tried to skirt rules that impose minimum goals for including minority and women business enterprises.”
- (l) “But Kozakiewicz said the reprimand and the onset of the surveillance shortly afterward was also coincidental, as Clarence M. Kelley & Associates had been on the case by then for nearly two months and the city’s own investigation began even earlier. ‘We started the investigation in October,’ she said. ‘That’s why we started the investigation,’ Kozakiewicz said, ‘not because of any email that she wrote, or any document that she claims spawned it. We started the investigation because she was served at work with an address that had a Lee’s Summit address.’”
- (m) “Kozakiewicz said the city’s human resources department is obliged to investigate whenever there is suspicion that an employee is flouting the requirement that all city workers live within the city limits. Private detectives are not always hired to investigate, but she said the city decided to do so in this case because of what officials believed was the possibility that Dorch might sue if she were asked to resign her position. The city has spent hundreds of thousands of dollars settling

similar lawsuits, so the city felt it was important to engage in surveillance. Sometimes we do it. Sometimes we don't," Kozakiewicz said. "In this case of a high-profile nature, we thought we better make sure we have our ducks correct here. So yes, we did surveillance. Have we done it before? Yes."

- (n) "Clarence M. Kelley & Associates billed the city nearly \$11,000 for the two weeks of surveillance."
- (o) "A decade ago, the city spent \$72,000 investigating Municipal Court Judge Elena Franco to see if her principal residence was that of a home she owned in Kansas City or her husband's house outside the city limits."

60. On or around May 2, 2023 at 11:44 A.M. CDT the City caused to be published by KCUR 89.3 an article titled, "Kansas City officials hired a private investigator to surveil the City's then-Civil Rights director," by Celisa Calacal, which contained the following statements and/or factual information provided by the City's agent(s), employee(s), and official(s):

- (a) "A City Hall official provided an invoice to KCUR showing that Clarence M. Kelley and Associates of Kansas City, Inc. billed the city \$10,992 for "surveillance services" between Jan. 13 and Jan. 26. Andrea Dorch, former head of the Civil Rights and Equal Opportunity Department at City Hall, is listed as the "POI" – person of interest. A city official says the surveillance was part of the city's investigation into whether Dorch was violating the city's residency policy."
- (b) "A city spokesperson maintains that Dorch violated the residency requirement. The city noted that mortgage documents Dorch signed for the Lee's Summit property in 2020 and 2023 include language requiring the borrower establish the property as her principal residence and maintain it as a principal residence for at least one year – "unless Lender otherwise agrees in writing."

(c) “The invoice bills the city for 121.5 hours of surveillance, including 1,107.5 miles worth of travel. The invoice shows the private investigators traveled from Harrisonville, Missouri to Dorch’s Lee’s Summit property. The document also shows investigators followed Dorch between a parking garage across the street from City Hall and the Lee’s Summit house.”

(d) “Updated: May 2, 2023 at 4:38 PM CDT.

This story has been updated to include comments from a city spokesperson and to clarify the city's residency requirement.

It has also been updated to include language from Dorch's Lee's Summit mortgage documents.”

61. On information and belief, the City, by and through its agents, employees, and officials, provided the invoice from Clarence M. Kelley & Associates staff and/or personnel of the Kansas City Star and KCUR 89.3, which contains Plaintiff’s name as the Person of Interest, or “POI,” and the address of Plaintiff’s Lee’s Summit Property.

62. On information and belief, the City, by and through its agents, employees, and officials, provided copies of Plaintiff’s Lee’s Summit mortgage documents.

63. Plaintiff first learned of the private investigator following her from these stories, and up to this point, was still worried that she was being followed and/or surveilled.

64. As a black female over the age of forty, Plaintiff is a member of a protected group.

65. Other non-Black/African American employees are treated more favorably than Plaintiff with respect to the terms, conditions and privileges of their employment.

66. Other younger employees are treated more favorably than Plaintiff with respect to the terms, conditions and privileges of their employment.

67. Plaintiff was harassed by Defendant City because of her age and/or race/color.

68. Plaintiff was treated differently, and less favorably, than her non-Black/African American and younger counterparts by Defendant City.

69. Defendant City nitpicked Plaintiff's work, held her to a different standard and treated her differently than her non-Black/African American and younger counterparts.

70. As a result of the actions of Defendant Platt, Plaintiff was in fear for her safety and the safety of her children as Mr. Platt never informed Plaintiff that he hired a private investigator to follow and surveil her.

71. Defendant City subjected Plaintiff to severe and pervasive, objectively offensive racial and age discrimination/harassment in connection with her employment.

72. Defendant City's conduct adversely affected the terms, conditions and privileges associated with Plaintiff's employment and created a hostile and intimidating working environment for Plaintiff.

73. Defendant City discriminated against Plaintiff on the basis of her race, color and age in their employment practices.

74. Defendant City retaliated against Plaintiff for engaging in the protected activity of reporting the discrimination and harassment.

75. Plaintiff was qualified for all relevant positions and remains qualified.

76. Plaintiff reported the discrimination and harassment to her superiors and to Defendant's HR department.

77. Plaintiff's superiors Defendant's HR department failed to take Plaintiff's complaints of discrimination and harassment seriously and failed to take common actions necessary to end the discriminatory treatment and harassment suffered by Plaintiff.

78. Plaintiff was denied an impartial investigation into her complaints.

79. Defendant's reason for Plaintiff's termination was pretextual.

80. At all times relevant to the allegations in this Petition, the individuals alleged to have engaged in any wrongdoing or unlawful activity were agents, servants and/or employees of Defendant City, and/or were at all such times directly acting in the interest of Defendant City, and/or within the scope and course of their agency and employment, making Defendant City vicariously liable under the doctrine of *respondeat superior*.

81. Alternatively, Defendant City ratified the actions or misconduct alleged herein, making Defendant City vicariously liable for such actions.

ADMINISTRATIVE PREREQUISITES

82. On May 23, 2023, Plaintiff filed a timely Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), which dually filed the same with the Missouri Commission on Human Rights (“MCHR”). A copy of the charge is attached hereto as **Exhibit 1** and is incorporated herein by reference.

83. On December 7, 2023 Plaintiff received her Right-To-Sue Notice pursuant to the Missouri Commission on Human Rights. A copy of the right to sue is attached hereto as **Exhibit 2** and is incorporated herein by reference.

84. This action has been timely filed with the Court, and Plaintiff has met all conditions precedent to filing her action.

COUNT I - DISCRIMINATION BASED ON RACE IN VIOLATION OF THE MISSOURI HUMAN RIGHTS ACT (“MHRA”) R.S.Mo. §213.010, et seq. (Against Defendant City of KCMO)

53. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

54. Defendant City is an employer under the MHRA.

55. Defendant City discriminated against Plaintiff and treated Plaintiff unfairly in violation of the MHRA.

56. Plaintiff's race and/or color was all or part of the reason for Defendant City's discrimination against her.

57. Plaintiff suffered an adverse employment action because City Manager Brian Platt forced Plaintiff to resign from her full-time position as the City's Director of CREO, in lieu of being terminated.

58. Plaintiff's race and/or color was a motivating reason for Defendant City's actions.

59. Plaintiff is entitled to recover all actual damages proved to a jury for all harms and losses she suffered in the form of lost compensation and benefits, for all non-economic damages such as career disruption, pain and suffering, mental anguish, and emotional distress.

60. The actions of Defendant City toward Plaintiff constitute discrimination in violation of the MHRA.

61. If Plaintiff prevails, she is entitled to attorneys' fees, all expenses and costs, and equitable relief.

62. As a direct and proximate result of Defendant City's discrimination, Plaintiff has and will continue to suffer from garden variety emotional distress and mental anguish, lost wages, including front pay and back pay and other benefits, reasonable attorneys' fees and costs necessary for litigation.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

**COUNT II - AGE DISCRIMINATION IN VIOLATION OF THE MISSOURI
HUMAN RIGHTS ACT ("MHRA"), §213.010, et seq.**
(Against Defendant City of KCMO)

63. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

64. Defendant City is an employer under the MHRA.

65. Defendant City discriminated against Plaintiff and treated Plaintiff unfairly in violation of the MHRA.

66. Plaintiff's age was all or part of the reason for Defendant City's discrimination against her.

67. Plaintiff suffered an adverse employment action because City Manager Brian Platt forced Plaintiff to resign from her full-time position as the City's Director of CREO, in lieu of being terminated.

68. Plaintiff's age was a motivating reason for Defendant City's actions.

69. Plaintiff is entitled to recover all actual damages proved to a jury for all harms and losses she suffered in the form of lost compensation and benefits, for all non-economic damages such as career disruption, pain and suffering, mental anguish, and emotional distress.

70. The actions of Defendant City toward Plaintiff constitute discrimination in violation of the MHRA.

71. If Plaintiff prevails, she is entitled to attorneys' fees, all expenses and costs, and equitable relief.

72. As a direct and proximate result of Defendant City's discrimination, Plaintiff has and will continue to suffer from garden variety emotional distress and mental anguish, lost wages, including front pay and back pay and other benefits, reasonable attorneys' fees and costs necessary for litigation.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

**COUNT III - HOSTILE WORK ENVIRONMENT IN VIOLATION OF THE
MISSOURI HUMAN RIGHTS ACT ("MHRA"), §213.010, et seq.**
(Against Defendant City of KCMO)

73. Defendant City is an employer as defined by the MHRA.

74. Plaintiff was subjected to subjective and objective, unwelcome harassment, as discussed herein, that was severe and pervasive creating a hostile work environment.

75. Plaintiff's race/color and/or age was all or part of the reason for the hostile work environment.

76. Defendant City's unwelcome harassment affected the terms, conditions and privileges of Plaintiff's employment.

77. Defendant City knew or should have known of the harassment and failed to respond with appropriate remedial action.

78. Plaintiff was subjected to unwelcome harassment during her employment with the City because of her race by Defendant City because Defendants took measures to prevent Plaintiff from discharging her duties, berated and demeaned her in front of her peers and subordinates, publicly berated and belittled Plaintiff, did not allow her the same privileges and/or benefits as other non-Black/African American employees, harassed and intimidated her, subjected her to being followed and surveilled, among other actions.

79. A term, condition or privilege of Plaintiff's employment was affected by the above-described harassment because City's conduct made it impossible or unreasonably difficult for Plaintiff to sufficiently and/or properly perform or discharge her duties as the Director of CREO.

80. The foregoing environment created a hostile, abusive, stifling working environment, both as subjectively viewed by Plaintiff, and as objectively viewed by a reasonable person.

81. Plaintiff's race and/or color and/or age was a motivating reason for Defendant City's actions.

82. Plaintiff is entitled to recover all actual damages proved to a jury for all harms and losses she suffered in the form of lost compensation and benefits, for all non-economic damages such as career disruption, pain and suffering, mental anguish, and emotional distress.

83. The actions of Defendant City toward Plaintiff constitute a hostile work environment in violation of the MHRA.

84. If Plaintiff prevails, she is entitled to attorneys' fees, all expenses and costs, and equitable relief.

85. As a direct and proximate result of Defendant's actions, Plaintiff has and will continue to suffer from garden variety emotional distress and mental anguish, lost wages, including front pay and back pay and other benefits, reasonable attorneys' fees and costs necessary for litigation.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

COUNT IV - RETALIATION IN VIOLATION OF THE MISSOURI HUMAN RIGHTS ACT ("MHRA"), R.S.M.O. §213.010, *et seq.*, and R.S.M.O § 213.070
(Against Defendant City of KCMO)

73. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

74. Defendant the City is an employer as defined by the MHRA.

75. Plaintiff engaged in protected activity under the MHRA when she complained of and/or reported discrimination and/or hostile work environment.

76. Plaintiff made reports and/or complaints to the City during her employment opposing practices by the City that are prohibited by the MHRA.

77. Plaintiff made reports and/or complaints to the City during her employment regarding conduct, prohibited by the MHRA, directed at her.

78. Defendant City took adverse employment actions against Plaintiff in violation of the MHRA, including but not limited to requiring her to resign.

79. Plaintiff's reports and/or complaints relating to discrimination and/or hostile work environment and/or the City's practices that were violative of the MHRA played a motivating role in Defendant's actions.

86. Plaintiff is entitled to recover all actual damages proved to a jury for all harms and losses she suffered in the form of lost compensation and benefits, for all non-economic damages such as career disruption, pain and suffering, mental anguish, and emotional distress.

87. The actions of Defendant City toward Plaintiff constitute retaliation in violation of the MHRA.

88. If Plaintiff prevails, she is entitled to attorneys' fees, all expenses and costs, and equitable relief.

80. As a direct and proximate result of Defendant's actions, Plaintiff has and will continue to suffer from garden variety emotional distress and mental anguish, lost wages, including front pay and back pay and other benefits, reasonable attorneys' fees and costs necessary for litigation.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

COUNT V -VIOLATION OF THE MHRA, R.S.M.O § 213.070
(Against Defendant City of KCMO)

81. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

82. Defendant City is an employer as defined by the MHRA.

83. Defendant City violated RSMo. § 213.070 for the following reasons:

- a. Retaliating and/or discriminating against Plaintiff for opposing practices prohibited by the MHRA, including:
 - i. Plaintiff's opposition terminating Employee 1; and
 - ii. Plaintiff's opposition to the discriminatory application of the Residency Requirement.
- b. Compelling and/or coercing Plaintiff into terminating Employee 1, which violated the MHRA;
- c. For associating with Employee 1 and other persons protected by the MHRA;
- d. For the discriminatory application of the Residency Requirement as applied to Plaintiff.

89. Plaintiff is entitled to recover all actual damages proved to a jury for all harms and losses she suffered in the form of lost compensation and benefits, for all non-economic damages such as career disruption, pain and suffering, mental anguish, and emotional distress.

90. If Plaintiff prevails, she is entitled to attorneys' fees, all expenses and costs, and equitable relief.

84. As a direct and proximate result of Defendant's actions, Plaintiff has and will continue to suffer from garden variety emotional distress and mental anguish, lost wages, including front pay and back pay and other benefits, reasonable attorneys' fees and costs necessary for litigation.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

COUNT VI - VIOLATION OF THE WHISTLEBLOWER'S PROTECTION ACT,
RSMo. § 285.575
(Against Defendant City of KCMO)

85. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

86. Under RSMo. § 285.575, a “protected person” is defined as:

an employee of an employer who has reported to the proper authorities an unlawful act of his or her employer; an employee of an employer who reports to his or her employer serious misconduct of the employer that violates a clear mandate of public policy as articulated in a constitutional provision, statute, or regulation promulgated under statute; or an employee of an employer who has refused to carry out a directive issued by his or her employer that if completed would be a violation of the law. An employee of an employer is not a protected person if:

- (a) The employee is a supervisory, managerial, or executive employee or an officer of his or her employer and the unlawful act or serious misconduct reported concerns matters upon which the employee is employed to report or provide professional opinion; or
- (b) The proper authority or person to whom the employee makes his or her report is the person whom the employee claims to have committed the unlawful act or violation of a clear mandate of public policy;

87. Plaintiff is a protected person under RSMo. § 285.575 for the following reasons:

- a. Plaintiff reported conduct to her employer that its actions violated the MHRA regarding the decision to terminate Employee 1;
- b. Plaintiff reported to state and federal agencies illegal conduct of the City, its officials, and other employees; and
- c. Plaintiff reported to her supervisor illegal conduct of the City, its officials, and other employees.

88. None of the above reports were part of Plaintiff’s job duties as the Director of CREO nor was she employed to give her professional opinion on any of the above matters.

89. Under RSMo. § 285.575, a “covered employer” is defined as:

an entity that has six or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year. “Employer” shall not include the state of Missouri or its agencies, instrumentalities, or political subdivisions, including but not limited to any public institution of higher education, a corporation wholly owned by the state of Missouri, an individual employed by an employer, or corporations and associations owned or operated by religious or sectarian organizations;

90. Defendant City is a covered employer under RSMo. § 285.575.

91. Under RSMo. § 285.575, a “motivating factor” is defined as: “the employee’s protected classification actually played a role in the adverse decision or action and had a determinative influence on the adverse decision or action.”

92. Plaintiff’s status as a protected person under RSMo. § 285.575 was a motivating factor in Defendant City’s decision to discharge Plaintiff.

93. As a direct and proximate result of Plaintiff’s conduct, as mentioned herein, Plaintiff has been damaged and that Plaintiff has lost valuable work and employment, has suffered physical, mental and emotional anguish and injury, humiliation, and has lost wages and benefits, further economic damages, attorneys’ fees and costs.

94. Defendant City’s conduct alleged herein was outrageous as it was done with malice or reckless indifference to Plaintiff’s rights and the rights of others; therefore, Defendant KCCU is liable for the additional damages as stated in RSMo. § 285.575.7(1)-(3).

WHEREFORE, Plaintiff request that the Court grant her judgment against Defendants, jointly and severally, for a finding that she was unlawfully discharged, for actual, compensatory and all other damages provided in RSMo. § 285.575(1)-(3), prejudgment and post-judgment interest as provided by the law, costs expended, and for such other and further relief as the Court deems just and proper.

COUNT VI - INTRUSION UPON SECLUSION
(Against Defendant Platt)

95. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

96. Plaintiff had a right to privacy or solitude within Plaintiff’s residence and within Plaintiff’s vehicle.

97. Defendant Platt invaded Plaintiff’s right to privacy by causing to have her followed and surveilled by a private investigator without her knowledge or consent.

98. Defendant Platt's invasion of Plaintiff's privacy was unreasonable and highly offensive for the following reasons:

- a. Defendant Platt did not ask Plaintiff about her residence in Lee's Summit nor her residence in Kansas City prior to having her followed;
- b. Plaintiff believed she was in a private setting and acted as such;
- c. Plaintiff's daughter believed she was in a private setting and acted as such;
- d. Upon information and belief, Defendant Platt caused Plaintiff to be followed and surveilled in an attempt to harass and/or intimidate Plaintiff.

99. Mr. Platt was acting within the course and scope of his employment by Defendant City when he violated Plaintiff privacy.

100. Mr. Platt was furthering the interests of Defendant City when he violated Plaintiff's privacy in one or more of the following ways:

- a. In addition to harassing and intimidating Plaintiff, Mr. Platt was attempting to obtain a pretextual reason to terminate Plaintiff;
- b. Mr. Platt was furthering the City's interest in harassing and intimidating Plaintiff by having her followed and surveilled so that she would stop insisting that the City Code be followed and the minority contract goals be met for the Meta Project.

101. Defendant City is therefore vicariously liable for Mr. Platt's violation of Plaintiff's privacy.

102. As a direct and proximate result of Defendant Platt's conduct, Plaintiff has suffered actual damages, emotional distress, humiliation, further economic and noneconomic damages, attorneys' fees and costs.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff

damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

COUNT VII - NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS
(Against Defendant Platt)

103. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

104. Defendant Platt had a duty to protect Plaintiff from injury or, in the alternative, had a duty to not cause Plaintiff to be injured.

105. Defendant Platt breached that duty by causing Plaintiff to be followed and surveilled.

106. Defendant Platt knew or should have known that having Plaintiff followed and surveilled involved an unreasonable risk of causing emotional distress.

107. Defendant Platt knew or by using ordinary care could have known of such risk.

108. As a direct result of Defendant Platt's conduct, Plaintiff suffered medically diagnosable and significant emotional distress which she sought and received medical treatment for such medical conditions.

109. Mr. Platt was acting within the course and scope of his employment by Defendant City when he negligently inflicted emotional distress upon Plaintiff.

110. Mr. Platt was furthering the interests of Defendant City when he negligently inflicted emotional distress upon Plaintiff in one or more of the following ways:

- a. In addition to harassing and intimidating Plaintiff, Mr. Platt was attempting to obtain a pretextual reason to terminate Plaintiff;
- b. Mr. Platt was furthering the City's interest in harassing and intimidating Plaintiff by having her followed and surveilled so that she would stop insisting that the City Code be followed, and the minority contract goals be met for the Meta Project.

111. Defendant City is therefore vicariously liable for Mr. Platt negligently inflicted emotional distress upon Plaintiff.

112. As a direct and proximate result of Defendant Platt's conduct, Plaintiff has suffered actual damages, emotional distress, humiliation, further economic and noneconomic damages, attorneys' fees and costs.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

COUNT VII - NEGLIGENT PER SE - VIOLATION OF R.S.M.O. §565.090
(Against Defendant Platt)

113. Plaintiff incorporates by reference the foregoing paragraphs as if fully stated herein.

114. RSMo. § 565.090.1 provides that "[a] person commits the offense of harassment in the first degree if he or she, without good cause, engages in any act with the purpose to cause emotional distress to another person, and such act does cause such person to suffer emotional distress."

115. Defendant Platt violated RSMo. § 565.090 as he caused Plaintiff to be surveilled and followed, without good cause, with the purpose to cause emotional distress to Plaintiff, and Plaintiff did suffer emotional distress.

116. Plaintiff was a member of the class of persons intended to be protected by this statute.

117. Plaintiff injury was the type of injury the statute sought to protect.

118. As a direct and proximate result of Defendant Platt's conduct, Plaintiff has suffered actual damages, emotional distress, humiliation, further economic and noneconomic damages, attorneys' fees and costs.

119. Mr. Platt was acting within the course and scope of his employment by Defendant City when he violated the statute.

120. Mr. Platt was furthering the interests of Defendant City when he violated the statute in one or more of the following ways:

- a. In addition to harassing and intimidating Plaintiff, Mr. Platt was attempting to obtain a pretextual reason to terminate Plaintiff;
- b. Mr. Platt was furthering the City's interest in harassing and intimidating Plaintiff by having her followed and surveilled so that she would stop insisting that the City Code be followed, and the minority contract goals be met for the Meta Project.

121. Defendant City is therefore vicariously liable for Mr. Platt's violation of the statute.

122. As a direct and proximate result of Defendant Platt's conduct, Plaintiff has suffered actual damages, emotional distress, humiliation, further economic and noneconomic damages, attorneys' fees and costs.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in her favor and against Defendants, jointly and severally, deeming Plaintiff the prevailing party, and awarding Plaintiff damages as proven at trial, including attorneys' fees and related litigation and enforcement expenses and such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff exercises her right to a trial on all Counts plead herein, in this Court, before a jury of her peers.

Respectfully Submitted,

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