

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

JASON C. CORY,)
)
Plaintiff,)
v.)
)
THE CITY OF BASEHOR, MARK LOUGHRY,)
BASEHOR CITY ADMINISTRATOR, BASEHOR)
POLICE DEPARTMENT, LLOYD MARTLEY,)
BASEHOR CITY POLICE CHIEF, AND LT.)
ROBERT PIERCE, BASEHOR CITY POLICE)
DEPT.,)
Defendants.)

Case No. 2:12-cv-02547-JTM-KGG

**SEPARATE ANSWER OF DEFENDANTS THE CITY OF BASEHOR, KANSAS,
BASEHOR POLICE DEPARTMENT, LLOYD MARTLEY AND LT. ROBERT PIERCE**

COME NOW Defendants, The City of Basehor, Kansas, Basehor Police Department, Lloyd Martley and Robert Pierce, and for their answer to Plaintiff’s Complaint, state and allege as follows¹:

1. Any and all allegations not specifically admitted herein are denied.
2. Paragraph 1 is admitted.
3. Paragraph 2 is admitted.
4. Paragraph 3 is admitted.
5. Paragraph 4 is denied.
6. Paragraph 5 is admitted.
7. Paragraph 6 is admitted.
8. With regard to Paragraph 7, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-6, as if fully set forth herein.
9. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 8, and for this reason alone they are denied.

¹Plaintiff’s Petition was removed from the District Court of Leavenworth County, Kansas, on August 21, 2012.

10. With regard to Paragraph 9, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-8, as if fully set forth herein.

11. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 10, and for this reason alone they are denied.

12. With regard to Paragraph 11, these Defendants admit that Plaintiff was formerly employed as a police officer with the City of Basehor Police Department beginning on or about September 9, 2007. These Defendants also admit that Plaintiff was discharged from his employment on or about July 15, 2010. All remaining allegations are denied.

13. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 12, and for this reason alone they are denied.

14. Paragraph 13 is denied.

15. Paragraph 14 is denied.

16. Paragraph 15 is denied.

17. Paragraph 16 is denied.

18. Paragraph 17 is denied.

19. Paragraph 18 is denied.

20. Paragraph 19 is denied.

21. Paragraph 20 is denied, with the exception that a meeting between the Plaintiff and Chief Martley took place on or about January 25, 2010.

22. Paragraph 21 is denied.

23. Paragraph 22 is denied.

24. Paragraph 23 is denied.

25. Paragraph 24 is denied.

26. Paragraph 25 is denied.

27. Paragraph 26 is denied.

28. Paragraph 27 is denied, with the exception that these Defendants admit that a meeting occurred on or about June 30, 2010, with the Plaintiff, Chief Martley and Lt. Pierce in Chief Martley's office.

29. Paragraph 28 is denied.

30. Paragraph 29 is denied, with the exception that these Defendants admit that on or about July 9, 2010, Chief Martley met with Plaintiff in Chief Martley's vehicle.

31. Paragraph 30 is denied.

32. With regard to Paragraph 31, these Defendants admit that Chief Martley notified Plaintiff by telephone that he was suspended. All other allegations are denied.

33. Paragraph 32 is denied.

34. Paragraph 33 is denied.

35. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 34, and for this reason alone they are denied.

36. With regard to Paragraph 35, these Defendants admit that on or about July 12, 2010, the City received a written grievance notification, which is a written document that speaks for itself, and all other allegations inconsistent therewith are denied.

37. Paragraph 36 is admitted.

38. Paragraph 37 is denied.

39. With regard to Paragraph 38, these Defendants admit that Defendant Loughry met with Plaintiff, and all other allegations are denied.

40. Paragraph 39 is denied.

41. Paragraph 40 is denied.

42. Paragraph 41 is denied.

43. With regard to Paragraph 42, these Defendants admit that on or about July 15, 2010, the Plaintiff was notified by phone from Chief Martley that his employment was terminated. All other allegations are denied.

44. Paragraph 43 is denied.

45. These Defendants are without sufficient knowledge or information to admit or deny the allegations contained in Paragraph 44, and for this reason alone they are denied.

46. With regard to Paragraph 45, these Defendants admit that on or about November 15, 2011, the City received a letter concerning Plaintiff, which letter is a written document that speaks for itself, and all other allegations inconsistent therewith are denied.

47. Paragraph 46 is admitted.

48. Paragraph 47 is denied.

49. Paragraph 48 is denied.

50. With regard to Paragraph 49, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-48, as if fully set forth herein.

51. Paragraph 50 is denied.

52. Paragraph 51 is denied.

53. Paragraph 52 is denied.

54. Paragraph 53 is denied.

55. With regard to Paragraph 54, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-53, as if fully set forth herein.

56. Paragraph 55 is denied.

57. Paragraph 56 is denied.

58. Paragraph 57 is denied.

59. Paragraph 58 is denied.

60. Paragraph 59 is denied.

61. Paragraph 60 is denied.

62. Paragraph 61 is denied.

63. Paragraph 62 is denied.

64. Paragraph 63 is denied.

65. Paragraph 64 is denied.

66. Paragraph 65 is denied.

67. Paragraph 66 is denied.

68. Paragraph 67 is denied.

69. Paragraph 68 is denied.

70. With regard to Paragraph 69, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-68, as if fully set forth herein.

71. Paragraph 70 is denied.

72. Paragraph 71 is denied.

73. Paragraph 72 is denied.

74. With regard to Paragraph 73, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-72, as if fully set forth herein.

75. Paragraph 74 is denied.

76. Paragraph 75 is denied.

77. Paragraph 76 is denied.

78. With regard to Paragraph 77, these Defendants incorporate by reference their admissions and denials to Paragraphs 1-76, as if fully set forth herein.

79. Paragraph 78 is denied.

80. Paragraph 79 is denied.

81. Further answering, these Defendants allege that Plaintiff fails to state a claim upon which relief may be granted or fails to state facts sufficient to allege a claim.

82. Further answering, these Defendants allege that some or all of Plaintiff's claims are barred by the applicable statute of limitations.

83. Further answering, to the extent the court determines that Plaintiff has failed to plead and comply with the provisions of K.S.A. § 12-105b, this court lacks subject matter jurisdiction over Plaintiff's state tort claims and Plaintiff lacks standing.

84. Further answering, these Defendants allege that Plaintiff was an employee at-will who may be terminated for no cause.

85. Further answering, these Defendants assert that the individual Defendants are entitled to those immunities available at common law, under the United States Constitution pursuant to K.S.A. § 75-6104 to specifically include qualified immunity because their conduct was objectively reasonable under the facts presented.

86. Further answering, these Defendants allege that Defendant Basehor Police Department is not an entity that can sue or be sued.

87. Further answering, these Defendants allege that Plaintiff's state tort damages are statutorily limited by virtue of K.S.A. § 12-105b and K.S.A. § 75-6105, together with other applicable statutes.

88. Further answering, these Defendants allege that the content of Plaintiff's speech, if any, was part of his duties and obligations of a police officer and, therefore, not protected by the First Amendment to the United States Constitution.

89. Further answering, these Defendants reserve the right to assert any additional defenses revealed during the course of discovery.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants, The City of Basehor, Kansas, Basehor Police Department, Lloyd Martley and Robert Pierce, pray that Plaintiff take nothing by his action, for their costs and attorneys' fees pursuant to 42 U.S.C. § 1988, and for such other and further relief as the court deems just and equitable.

DEMAND FOR JURY TRIAL

These Defendants demand a trial by jury on all issues and claims.

Respectfully submitted,

FISHER, PATTERSON, SAYLER & SMITH, LLP

/s/ Michael K. Seck

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CITY OF BASEHOR, KANSAS, ROBERT PIERCE,
BASEHOR POLICE DEPARTMENT,
POLICE CHIEF, LLOYD MARTLEY

CERTIFICATE OF SERVICE

I hereby certify that on this 21st of August, 2012, I electronically filed the foregoing *Separate Answer of Defendants the City of Basehor, Kansas, Basehor Police Department, Lloyd Martley and Robert Pierce* with the Clerk of the Court by using CM/ECF system. I further certify that I *e-mailed* the foregoing document and the notice of electronic filing by e-mail to the following CM/ECF participants:

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