

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

SHANE WALKER,

Plaintiff,

vs.

BOARD OF COUNTY COMMISSIONERS OF
BOURBON COUNTY, KANSAS,
MIKA MILBURN-KEE, DR. STEVE COHEN,
SAM TRAN, and DAVID BEERBOWER,

Defendants.

Case No. 26-1057-DDC-ADM

AMENDED COMPLAINT

1. Plaintiff is a Kansas resident and is currently employed with Defendant Bourbon County. He is currently 56 years old.

2. Defendant Bourbon County is a municipality and its actions are conducted under color of state law.

3. Defendant Mika Milburn-Kee is a Kansas resident and a member of the board of County Commissioners for Bourbon County. The board has also appointed her as its representative for HR issues.

4. Defendant Dr. Steve Cohen is a Kansas resident and is an independent contractor and agent of Bourbon County when speaking to employees and his actions are conducted under color of state law.

5. Defendant Sam Tran is a Kansas resident and is a member of the Bourbon County Board of County Commissioners.

6. Defendant David Beerbower is a Kansas resident and is a member of the Bourbon County Board of County Commissioners.

Jurisdiction and Venue

7. Plaintiff alleges claims for violations of federal law, including Family and Medical Leave Act (“FMLA”) and Title VII and 42 U.S.C. 1983. This court has federal question jurisdiction pursuant to 28 USC 1331 for those claims and supplemental jurisdiction for his state law claims.

8. Defendants’ conduct all occurred in Bourbon County, Kansas. Kansas is the appropriate venue pursuant to 28 U.S.C. 1391(b).

Plaintiff’s tenure with Bourbon County

9. Plaintiff began his career with Bourbon County on December 15, 2005, and has worked for the Defendant County for 21 years. He had no discipline or performance issues during those years.

10. Plaintiff’s prior and current positions were not policymaking positions.

11. In late 2024, he was appointed Deputy Register of Deeds to assist the Register of Deeds if she was unavailable. He was not paid anything additional for this.

12. He was laid off on July 9, 2025. His salary at that time was \$88,616.84.

13. He was re-hired by the elected Register of Deeds office on November 17, 2025, for the much-reduced rate of \$16 an hour. He remains in that position.

Plaintiff’s contract with the County

14. Plaintiff’s title in 2022 was CIO—Chief Information Officer. He was earning \$82,617.60 a year.

15. On June 7, 2022, Plaintiff and the county entered into a contractual agreement that provided, in pertinent parts:

- a. The county agrees to provide twenty-eight (28) days of paid vacation each year effective with the date of employment and can be carried over each year. EMPLOYEE will also earn (20) days of paid vacation at the beginning of each year that must be used by December of the same year. Ex. A, ¶7
- b. The term of this agreement for compensation is for one (1) year but EMPLOYEE agrees to remain in the exclusive employ of the COUNTY from May 1, 2022 until December 1, 2025....**In the event written notice is not given by either party to this contract to the other forty-five days prior to the termination date as hereinabove provided**, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of one year. Said contract shall continue thereafter for (1) year periods unless forty-five days written notice is giving prior to the time of expiration. Ex. A, ¶8 (emphasis added)
- c. In the event the EMPLOYEE is terminated by the COUNTY Commission before the expiration of this agreement, the COUNTY agree to pay EMPLOYEE a lump sum cash payment equal to sixty (60) days aggregate salary, and accumulated vacation and sick leave....Ex A, ¶9A

16. Entering into contracts with employees is an administrative or proprietary function of the county.

17. Neither party has ever given the other party the required written notice of termination. Defendant claimed it “negated” or “canceled” the contracts it had with employees in January of 2023, but it never provided Plaintiff with written notice of termination of the contract, as the clear language of the contract requires.

18. The minutes of Defendant’s meeting on January 24, 2023, state:

- a. Clifton made a motion to adopt Resolution 06-23 defining employment status of exempt employees reporting to the Bourbon County Commission. Nelson seconded. All approved. Jim asked Justin to explain what this resolution means. Justin asked Jim to give some history on the topic. Jim stated that in the past, and still some current employees, are considered exempt. What that means is they don’t have a contract, they have a base pay that was agreed upon by the commission and the employee. They earn no vacation, but they can take vacation. It doesn’t accumulate on days as a regular employee does. I don’t want to use the word unlimited because I’ve never known anybody, we have some in other departments that are that way today. What this

does is it changes the no contract for CFO, COO, Public Works Director and County Appraiser by state statute kind of, but also the Emergency Preparedness Director. There is no county employee that has a contract with the county commissioners. Clifton stated that we are just going back to what it was two years ago. Justin stated that this started 20 years ago, I wasn't here, but I think you're predecessor Commissioner Fisher worked on this at length. To go back and build a vacation structure where you would have to pay for unused vacation time would cost the county close to 2 mils, about \$178,000. So, to attract good people you usually have to have some kind of vacation schedule so you have to pay it out but this Road and Bridge Director, I forgot his name, he got a pretty good chunk of change when he left so the commissioners at that time realized we couldn't afford it. So this has all been a matter of trying to find qualified people, build something that could potentially could be not abused, it hasn't yet, but this unlimited thing has always been a weird thing for me but it's worked and so without the money to have to pay off unused vacation time I think you're left with not a lot of options. This negates any contract the county has with any employee at this point. Those employees could leave with they wanted to. They could try to enforce our contract but it's going to be up to the chairman. He has the authority under this resolution to basically negotiate on behalf of the commission. Nothing can happen without the commission vote. Jim clarified that any action would come back to the full commission.

19. Plaintiff's contract provided that if it was terminated for reasons other than "any unethical or improper act involving personal gain" to him, he would be entitled to 60 days aggregate salary (\$20,448) and his accumulated vacation and sick leave. Though Defendant Bourbon County paid some vacation through January 2023, the rest of the contract promises have not been paid.

20. From 2023 to the present, the Plaintiff has disagreed that the Defendant Bourbon County could unilaterally "negate" the contract without the appropriate written notice. Despite this, Bourbon County has **never** given appropriate written notice.

21. At the time of Plaintiff's 2025 layoff, Plaintiff was assured by Dr. Cohen that the County would comply with its contract obligations. This has not happened.

22. The policy at the time of Plaintiff's layoff was that laid-off employees **who did not have a contract** were paid their vacation balance and if they had been employed for ten years, 25% of sick leave with no cap.

23. Plaintiff was not paid vacation or sick leave in accordance with the policy applied to other employees or in accordance with his never-canceled contract.

24. On August 22, 2025, Plaintiff's counsel demanded in writing that given his layoff he should be paid his contractual damages and his unused vacation and sick leave, but the County refuses to honor Plaintiff's written contract and has not given a plausible explanation.

Plaintiff's support of female employees and female citizens' treatment by Bourbon County

25. Plaintiff has been married to Susan Walker, the former Chief Financial Officer and current County Clerk for Bourbon County, since May 19, 2023. All of Defendants knew this.

26. In the summer of 2024, Plaintiff wrote a letter to the county commissioners "in support of my wife *and all the other women in our organization*," complaining of Commissioners Beth's and Harris's "lack of respect for woman (sic) in positions of authority and even with taxpayers who come to our meetings who are not men." He closed the letter with "I could go on but the sake of this letter the main point is that Mrs. Susan Walker is far and away one of the most professional women I have ever known" and that she and **"the other very professional women of our organization deserve to be treated with the same respect as anyone else."**

27. Complaints that elected officials are treating one gender of citizens and employees less favorably than others are matters of public concern.

28. Advising the commission on its treatment of females was not within Plaintiff's job duties, but was done in his role as a private citizen.

29. During the same time frame, Plaintiff texted with one of the commissioners complaining of the way his wife was treated by the Commissioners and the efforts some commissioners were making to fire her.

30. Over the years between the 2024 letter through the present, Plaintiff has continued to opine that the commissioners treat his wife and other women employees and citizens less favorably than the men.

31. When Beerbower became commissioner on January 13, 2025, Plaintiff told Beerbower that he had stood up for Susan and the other women that he thought the county treated poorly. He told Beerbower that he thought taking these positions had damaged the way the county commission treated him.

32. When Defendant Millburn became a commissioner in April 2025, Plaintiff told her that he thought the county treated women employees and citizens poorly and that he had spoken out against that.

33. Plaintiff spoke to Defendant Tran about his advocacy about females prior to Tran taking office.

Plaintiff's 2024 administrative complaint

34. On September 30, 2024, Plaintiff filed a complaint with the KHRC alleging age discrimination and retaliation.

35. His complaint was based on being treated differently than younger employees and on statements made by Beth and Harris during executive session in 2024 that the commissioners would like to fire him and replace him with a younger trainee.

36. After he filed the age discrimination complaint, Plaintiff was not terminated for ten months.

Plaintiff's wife's 2024 administrative complaint

37. Plaintiff's wife filed an administrative complaint against the county in September 2024 alleging gender and age discrimination and retaliation in the terms and conditions of her

employment. She specifically mentioned that commissioners Harris and Beth were rude and dismissive to her and other females, that the County would not let her transfer to another position, commissioners were scrutinizing her work more closely than male employees, that she was being excluded from work-related conversations and having her employment threatened. She stated that this treatment was harassment based on her gender and that she was retaliated against for complaining about it.

38. From 2024 through the present, Plaintiff and Plaintiff's wife and others who observed how she was treated continued to complain that she was treated differently because of her gender. For example, when explaining a report to Defendant Tran, he derisively said in a public meeting, "Oh, are we going to talk about your feelings again?" No commissioner has ever made this sort of statement to a male county employee.

Plaintiff's wife's 2025 state court lawsuit

39. In February of 2025, Plaintiff's wife sued the county for breach of her written employment contract that was similar to Plaintiff's contract. Though her lawyer had sent demand letters and even called the county counselor about the claim, the county never responded to the lawfully-issued summons.

40. Because the lawsuit was filed and properly served and the county did not answer, on May 5, 2025, the judge entered a default judgment for \$199,527.04 against the County.

41. The judgment was set aside by agreement, with the County paying \$8,000 for legal fees incurred by Plaintiff's wife's counsel in procuring the default judgment. Though the agreement to do so was made in 2025, the order was not entered until September, 2025.

42. Plaintiff's wife's KHRC/EEOC discrimination and retaliation complaints were pending during the state court lawsuit and the County knew she intended to add them to her now revived lawsuit once she received a Right to Sue.

43. Plaintiff's wife's claims against the County for discrimination and retaliation and breach of contract settled in 2026.

Outsourcing of IT services

44. Plaintiff's job duties were broad, but his main duty was responsibility for the County's IT services.

45. The week of June 13, 2025, while Plaintiff's wife's default judgment was still pending, Commissioner Milburn-Kee suggested that the county's network infrastructure have a "health check." The commission hired an organization called Stronghold to perform the health check. No commissioner had mentioned hiring an outside agency to perform IT services prior to this.

46. Commissioner Milburn insisted that she be given passwords to the server because of her role as a commissioner. Plaintiff and his coworker Jimmy Kemmerer refused to disclose confidential information to the commissioner.

47. She and Jimmy had a "confrontation" about the password situation and he called the police. The county fired him for cause because of his confrontation with Defendant Milburn on July 2, 2025.

Plaintiff's blood pressure issues and FMLA leave

48. On June 24, 2025, Plaintiff wrote a letter to the commissioners complaining that he was being retaliated against because of his association with his wife who had received a large

default judgment against the county and because he and his wife had filed discrimination complaints. At that time, no one had shared with him that there was a plan to outsource IT services.

49. Because of the discrimination and retaliation suffered by Plaintiff and his wife, in June 2025, Plaintiff's blood pressure rose to a dangerous level.

50. Because of his blood pressure, he applied for intermittent FMLA leave with the county and that leave was granted on June 26, 2025, and he was working reduced hours. Plaintiff remained on FMLA leave until he was terminated.

51. Plaintiff should have been allowed to remain on medical FMLA leave so that his blood pressure could stabilize and he could resume the same or substantially similar job duties.

52. Instead, his employment was terminated by all Defendants while he was on FMLA leave, which was retaliation for applying for FMLA leave and which deprived him of his right to reinstatement.

53. Had Plaintiff been allowed to continue to work reduced hours, he would have been able to return to work when he had exhausted his FMLA leave.

54. When Plaintiff was re-hired by the elected Register of Deeds months after his termination, Defendant Beerbower referred to his FMLA status as "Shane's antics."

55. Commissioners and Dr. Cohen were aware that Plaintiff was on FMLA leave when the decision was made to terminate him.

Plaintiff's layoff

56. Plaintiff was given one week's notice prior to his July 9, 2025, layoff. This layoff occurred ten months after his KHRC filing; two months after his wife's verdict against the county and her stated intention to add her discrimination/retaliation claims to her state court lawsuit; two weeks after his letter complaining of discrimination against he and his wife, less than six months

after his statements to Beerbower and Milburn about how he thought the commission was negative to him because he complained about their treatment of women and two weeks after he took FMLA leave.

57. During his layoff conversation, he was assured by Defendant Cohen that his contract would be paid and that his termination had nothing to do with his performance, which Dr. Cohen labeled as “professional.”

58. The vote to terminate Plaintiff’s employment was unanimous. All Defendants voted in favor of it and Defendant Cohen did not counsel against it.

59. The commission claimed publicly that it had outsourced Plaintiff’s department’s IT work to save money.

60. Subsequent to his layoff, Commissioner Beerbower told a county employee that the County commissioners “got rid of Shane” because they “could not get rid of Susan.”

61. Outsourcing Plaintiff’s department’s work was more expensive and disruptive and time-consuming than employing Plaintiff and this was obvious at the time the commission made their decision. Current estimates are that costs will be double and performance has been less efficient. There have been security issues and elected officials have had difficulty getting assistance with IT because of commissioner interference so that three different elected officials have decided to circumvent the new system. The County’s reasons for outsourcing IT were pretextual and the failure to plan and evaluate the IT outsourcing supports this.

Plaintiff’s second KHRC complaint

62. On September 9, 2025, Plaintiff filed a KHRC complaint alleging that his layoff was motivated by his association with and advocacy for his wife, retaliation for his advocacy about

his wife, age discrimination, and retaliation for complaining about age discrimination. His original KHRC complaint was still pending, so he had two pending complaints.

Plaintiff's rehire by an elected official

63. Plaintiff had been made Deputy Register of Deeds during his employment and prior to his layoff because of work he had done for the elected Register of Deeds.

64. On November 17, 2025, he was hired by the elected Register of Deeds to perform archiving duties in her office. He works at least 30 hours a week as an hourly employee and earns \$16 an hour.

65. Defendant Milburn called the HR department after he was hired and told them he should not be on the county's health insurance.

66. This was wrong for several reasons. First, county policy is that employees who work 30 hours a week for the county are provided health insurance. Second, a single commissioner cannot make personnel decisions unilaterally. Third, an elected official makes personnel decisions for its county employees, the Commissioners do not. Milburn's actions were retaliatory.

67. No 30-hour a week employee who had not filed administrative complaints had a commissioner attempt to interfere with his or her health insurance benefits. This was retaliatory.

68. The Register of Deeds had the budget available to hire and pay Plaintiff.

69. Employees re-hired by elected officials after leaving the county's employ had previously had their vacation and sick pay and seniority status restored when they were re-hired. The term for this was "bridging" and it was a county practice and policy.

70. The sheriff had done this several times for employees who had left and were re-hired and the county commissioners never interfered.

71. Because Plaintiff's regular (not including his contractual) sick pay and vacation had not been paid after his layoff, the elected official restored them in Plaintiff's employment records.

72. Defendants changed the Plaintiff's employee records to prevent Register of Deeds from bridging. They changed his seniority to 2025. No employee who left and was re-hired had ever been prevented from bridging by the County Commissioners.

73. Defendant did this to retaliate against Plaintiff for his association with his wife, for his advocating about gender discrimination and for his having filed two KHRC complaints.

74. Defendant Cohen called the Register of Deeds and told her the commissioners were upset that she re-hired Plaintiff "because of his lawsuits." This is evidence of retaliatory motive.

75. The "lawsuits" Cohen referred to in arguing that Plaintiff should be treated differently than all other employees who were laid off and rehired were Plaintiff's administrative complaints, as Plaintiff did not have any "lawsuits" against the County.

Exhaustion of administrative remedies

76. Plaintiff received a Right to Sue on his 2024 and 2025 EEOC complaints on December 10, 2025. This lawsuit is filed within 90 days of his receipt of his Right to Sue.

Count I—Breach of Contract against Defendant Bourbon County

77. By its explicit terms, Plaintiff and Defendant's contract ran from June 7 to June 7 each year beginning in 2022-2023, unless either party gave the other party notice of termination within 45 days prior to expiration.

78. Defendant never gave Plaintiff 45 days written notice of termination of his contract as required by their agreement.

79. Consequently, Defendant owes Plaintiff enhanced vacation pay for June 2023-2024 and June 2024-2025 at the rate of 48 days per year minus whatever vacation he used those years.

80. Also, the parties' contracts were still in effect when Plaintiff was laid off in July 2025. He should have been paid the 60 days salary he had been promised, but he was not.

81. Another employee who also had a similar contract gave 45 days notice when he resigned. The county gave him "a gift" of cash at his resignation.

WHEREFORE, Plaintiff prays for his 60 days salary which is \$20,448 plus prejudgment interest plus his 48 days per year vacation for 2023-2024 and 2024-2025 plus prejudgment interest on those amounts and for prejudgment interest and for other such relief the court deems just and equitable.

**Count II-Violation KWPA against Defendant Bourbon County
and Defendants Cohen, Beerbower, Milburn and Tran for Failing to Pay Wages When Due**

82. The "lump sum cash payment equal to 60 days salary" and the vacation pay owed to Plaintiff are included in the KWPA definition of "wages."

83. Plaintiff was laid off July 9, 2025, and was not paid all wages due on the next payday by his employer Bourbon County.

84. Defendants Milburn, Cohen, Beerbower and Tran are "persons in charge of the affairs of the employer" as that phrase is used in the K.S.A. 44-323.

85. All Defendants have willfully withheld wages to which Plaintiff is entitled, subjecting them jointly and severally to judgment for the wages withheld plus a 100% penalty pursuant to K.S.A.44-315(b).

WHEREFORE, Plaintiff prays for judgment against Defendants Bourbon County, Tran, Milburn, Cohen and Beerbower for wages due plus prejudgment interest plus a 100% penalty pursuant to the Kansas Wage Payment Act.

**Count III—Violation of Title VII Against Bourbon County for Retaliation
Based on Plaintiff's Association with His Wife**

86. Plaintiff's wife Susan complained from 2024 to the present that she has been discriminated against in the terms and conditions of her employment by the Board of Commissioners of Bourbon County because of her gender. She complained that she is treated disrespectfully, that her department's budget has been cut, that she was not paid what she was promised because she is a female. Multiple employees and citizens have expressed similar opinions after observing the county's treatment of her.

87. Because she is an elected official, Defendants cannot terminate her.

88. Beerbower told a citizen that because they could not terminate Susan, they decided to terminate Plaintiff.

89. Plaintiff was terminated and retaliated against in his claim for benefits because of protected activity by his spouse and because of his affiliation with her.

WHEREFORE, Plaintiff prays for judgment pursuant to Title VII against Defendant Bourbon County for past lost wages, for reinstatement or future lost wages, for compensatory damages, equitable relief and for attorneys' fees and costs and for any other relief the court deems just and equitable.

**Count IV—Violation of Title VII against Bourbon County for Retaliation
Based on Plaintiff's Advocacy Against Gender Discrimination**

90. From 2024 to the present, Plaintiff has complained that Bourbon County has discriminated against his wife and other female employees in the terms and conditions of their employment. This is protected activity.

91. Plaintiff's complaints were in writing and he told the Defendants about those complaints when they took office.

92. Plaintiff was retaliated against by being terminated, having his longevity pay challenged, having his health insurance challenged, and having his vacation and sick pay withheld and not being treated like other laid off employees when he was hired by the elected Register of Deeds.

93. This retaliation was because of his protected activity of complaining that Bourbon County engages in gender discrimination.

WHEREFORE, Plaintiff prays that he be granted judgment against Bourbon County for damages including back pay, front pay or reinstatement, compensatory damages, attorneys fees and costs, equitable relief and other such relief as the court deems just and equitable.

**Count V—Violation of Title VII against Bourbon County for Retaliation for 2024
Complaint of Age Discrimination**

94. In 2024 after hearing that the commissioners were discussing terminating him and replacing him with his younger employee, Plaintiff filed a KHRC complaint alleging age discrimination. This was protected activity.

95. Plaintiff was not terminated then, but he was in 2025.

96. After his termination in 2025, he was rehired by an elected official.

97. The county's HR administrator challenged the official, telling her that the commissioners did not "understand why you would hire someone who is suing the county."

Plaintiff was not “suing the county,” but his age discrimination complaint was still pending and apparently the commissioners were suggesting he should not be a county employee when he had filed administrative complaints.

98. This supports an inference that Plaintiff’s employment was terminated in retaliation for his protected activity of filing KHRC complaints.

WHEREFORE, Plaintiff prays that he be granted judgment against Bourbon County for damages including back pay, front pay or reinstatement, compensatory damages, attorneys fees and costs, equitable relief and other such relief as the court deems just and equitable.

Count VI—42 USC 1983 Claim for Violation of First Amendment Right to Free Speech for Retaliation against Beerbower, Cohen, Tran and Bourbon County for His Advocacy on Behalf of Female Employees and Citizens

99. Plaintiff’s complaints that women employees of Bourbon County or women taxpayers were treated less favorably by the Bourbon County Commissioners than males were protected speech because it was a matter of public concern.

100. Plaintiff was speaking as a private citizen when he made these complaints both in writing and verbally to previous commissioners Harris and Beth and to current commissioners Beerbower and Tran and to HR consultant Cohen.

101. After making these complaints, Plaintiff was laid off.

102. When he was re-hired by an elected official, his longevity pay, his right to have his vacation and sick leave restored and his right to health insurance were all contested by all Defendants in retaliation for his protected speech.

103. Defendants Tran, Beerbower, Milburn and Cohen have shown a reckless or callous indifference to the plaintiff’s rights, which entitles Plaintiff to punitive damages.

WHEREFORE, Plaintiff prays for judgment against all Defendants for violation of his First Amendment rights to Free Speech, including damages for lost wages, including future lost wages and benefits, mental distress damages, medical costs associated with his raised blood pressure because of Defendants actions, punitive damages against Defendants other than Bourbon County, attorneys fees and costs and all other relief the court deems just and equitable.

**Count VII—42 USC 1983 Claim for Violation of First Amendment
Right of Association against Bourbon County Because
of His Association with Susan Walker**

104. Plaintiff's spouse Susan Walker filed discrimination and retaliation complaints both internally and externally against Bourbon County. She also filed a breach of contract lawsuit that resulted in a default judgment against the County, which was an embarrassment to the commissioners.

105. Beerbower told a citizen that because the county could not fire Susan Walker (because she was an elected official), it decided to fire Plaintiff.

106. While the County and his wife were negotiating on terms to have the default judgment against the County set aside, the County began scrutinizing Plaintiff's performance and suggesting that it should outsource his department. This included disputes with Milburn about disclosing confidential communications.

107. All Defendants' statements that outsourcing Plaintiff's department would be less expensive were pretextual. It was more expensive, less effective and more time-consuming to have external IT services and this was predicted by Plaintiff and others prior to his being laid off.

108. Terminating a spouse and denying him benefits because his wife filed litigation against the County and made internal and external discrimination complaints against the County interferes with and violates Plaintiff's First Amendment right to associate with his spouse.

WHEREFORE, Plaintiff prays for judgment against all Defendants for back pay, reinstatement or front pay, mental distress damages, medical bills connected with his high blood pressure caused by the deprivation of his civil rights, attorneys fees and costs and other such relief the court deems just and equitable.

**Count VIII—42 U.S.C. 1983 Claim for 14th Amendment Due Process Violation for
Deprivation of 60 Days Salary Continuation and Vacation
and Sick Leave without Due Process**

109. The County had a contract with Plaintiff that it would pay him 60 days salary continuation if his employment was terminated for reasons other than his misconduct that resulted in personal gain. His contract also provided that he would earn 48 days vacation each year and that the value of 28 days a year would be paid if he did not use it. Defendants deprived him of this property without due process.

110. Even without his contract, county policy had been that all laid off employees received their vacation and, if they had worked ten years, 25% of their unused sick leave. Plaintiff is the only employee who did not receive these payoffs after his layoff.

111. Though Plaintiff was told by Defendant Cohen that the County would honor his employment contract, Defendants voted not to do so and voted to deprive him of his property.

112. County policy was that employees who worked 30 hours or more a week were entitled to health insurance benefits. When Plaintiff was re-hired by the elected official, he worked

30 hours a week. Despite this, Defendant Milburn repeatedly instructed county employees not to provide Plaintiff with health insurance.

113. County policy was that laid off employees who had been rehired had their seniority and benefits, including sick leave and vacation, restored. Plaintiff was re-hired by an elected official within four months of his layoff but all Defendants denied him restoration of his sick leave and vacation. Defendant Milburn instructed an employee to change his employment records to reflect that he was not entitled to these benefits. He was not told that she was doing this.

WHEREFORE, Plaintiff prays for judgment against all Defendants for violation of his 14th amendment right to due process, for lost benefits and payments, for mental anguish and damage to reputation, for medical bills for his increased blood pressure, for attorneys' fees and costs and for other relief that the court deems just and equitable.

**Count IX—Violation of Title VII for Retaliation for
2025 KHRC Complaint against Bourbon County**

114. In 2024 after hearing that the commissioners were discussing terminating him and replacing him with his younger employee, Plaintiff filed a KHRC complaint alleging age discrimination. This was protected activity.

115. Plaintiff was not terminated then, but he was in 2025.

116. After his termination in 2025, he was rehired by an elected official.

117. The county's HR administrator challenged the official, telling her that the commissioners did not "understand why you would hire someone who is suing the county." Plaintiff was not "suing the county," but his age discrimination and 2025 KHRC complaint was pending and the commissioners were suggesting he should not be a county employee when he had filed administrative complaints. This is retaliation for protected activity.

118. While his 2024 and 2025 KHRC/EEOC complaints were pending, the commission refused to reinstate his vacation and sick leave and seniority date. They also refused to pay his 60 day salary continuation. This was done to retaliate against him for filing administrative complaints.

119. Dr. Cohen's statements support an inference that Plaintiff's employment was terminated in retaliation for his protected activity of filing KHRC complaints.

WHEREFORE, Plaintiff prays that he be granted judgment against Bourbon County for damages including back pay, front pay or reinstatement, compensatory damages, attorneys fees and costs, equitable relief and other such relief as the court deems just and equitable.

**Count X—Violation of FMLA Against Bourbon County for Retaliation
and for Depriving Plaintiff of his Right to Be Reinstated at the Conclusion of Twelve
Weeks Equivalent FMLA Leave**

120. Plaintiff was approved for FMLA leave on June 26, 2025.

121. Plaintiff began working a reduced schedule in June 2025 because of complications from his high blood pressure.

122. Plaintiff was laid off less than two weeks after he was approved for FMLA leave.

123. Beerbower referred to Plaintiff's use of FMLA leave as "Shane's antics."

124. Plaintiff's layoff was in retaliation for taking FMLA leave. He told Cohen

125. Plaintiff's layoff interfered with and deprived him of the benefits of FMLA leave, as he would have recovered and been returned to his regular position if he had been allowed to continue his leave.

WHEREFORE, Plaintiff prays for judgment against Dr. Cohen and Bourbon County for both retaliation for and interference with his rights under FMLA for lost wages, reinstatement or front pay and for liquidated damages and attorneys fees and costs.

Respectfully submitted,

/s/ Gaye B. Tibbets

Gaye B. Tibbets, #13240

HITE, FANNING & HONEYMAN L.L.P.

100 N. Broadway, Ste. 950

Wichita, KS 67202-2209

Telephone: (316) 265-7741

Facsimile: (316) 267-7803

E-mail: tibbets@hitefanning.com

Attorneys for Plaintiff