

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

SHANE WALKER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 6:26-cv-01057-DDC-ADM
	)	
BOARD OF COUNTY COMMISSIONERS)		
OF BOURBON COUNTY, KANSAS, et al.)	)	
	)	
Defendants.	)	

**ANSWER TO FIRST AMENDED COMPLAINT**

Defendants the Board of County Commissioners of Bourbon County, Kansas, Sam Tran, Mike Milburn-Kee, Steve Cohen and Dave Beerbower answer Plaintiff’s First Amended Complaint (“FAC”), ECF 6, as follows:

1. All allegations of the FAC not expressly admitted herein are denied.
2. Defendants lack knowledge or information sufficient to admit or deny ¶ 1 and for that reason denies the same.
3. Paragraph 2 is admitted.
4. In response to ¶¶ 3, 4, 5, and 6, Defendants admit that Commissioners Milburn-Kee, Tran, and Beerbower are county commissioners for Bourbon County, and that Dr. Steve Cohen is an independent contractor hired by Bourbon County and that each are Kansas residents.
5. In response to ¶¶ 7 and 8, Defendants admit that jurisdiction and venue are proper but deny that Plaintiff has any viable or legitimate claims.
6. In response to ¶ 9, Defendants admit Plaintiff began his career with Bourbon County on or around December 15, 2005. Defendants lack knowledge or information sufficient to admit or deny the remaining allegations of ¶ 9 and for that reason deny the same.

7. Paragraph 10 is denied.
8. Defendants lack knowledge or information sufficient to admit or deny the remaining allegations of ¶ 11 and for that reason deny the same.
9. Paragraph 12 is admitted.
10. In response to ¶ 13, Defendants admit Plaintiff was hired by the Register of Deeds on or around November 17, 2025.
11. Paragraph 14 is admitted.
12. In response to ¶ 15, Defendants respond that the contract between Plaintiff and Defendant is a written document, whose terms speak for themselves.
13. Defendants lack knowledge or information sufficient to admit or deny ¶ 16 and for that reason denies the same.
14. Paragraph 17 is denied.
15. In response to ¶ 18, Defendants respond that the BOCC minutes from January 24, 2025, are a written document, whose terms speak for themselves.
16. In response to ¶ 19, Defendants respond that the contract between Plaintiff and Defendant is a written document, whose terms speak for themselves.
17. Defendants lack knowledge or information sufficient to admit or deny ¶ 20 and for that reason denies the same.
18. Paragraphs 21, 22, 23, and 24 are denied.
19. In response to ¶ 25, Defendants admit Plaintiff is married to Susan Walker, the current County Clerk and former CFO. Defendants lack knowledge or information sufficient to admit or deny the remaining allegations of ¶ 25 and for that reason deny the same.

20. Defendants lack knowledge or information sufficient to admit or deny ¶ 26 and for that reason denies the same.
21. Paragraphs 27 and 28 are denied.
22. Defendants lack knowledge or information sufficient to admit or deny ¶¶ 29 and 30 and for that reason denies the same.
23. Paragraphs 31, 32, and 33 are denied.
24. In response to ¶ 34, Defendants admit that Plaintiff filed a KHRA complaint on or around September 30, 2024.
25. In response to ¶ 35, Defendants respond that Plaintiff's administrative complaint is a written document and its contents speak for themselves. Any allegation not supported by the contents of the complaint is denied.
26. In response to ¶ 36, Defendants deny that Plaintiff was terminated. Defendants admit Plaintiff was laid off on or around July 9, 2025.
27. In response to ¶ 37, Defendants respond that Susan Walker's administrative complaint is a written document and its contents speak for themselves. Any allegation not supported by the contents of the complaint is denied.
28. Defendants lack knowledge or information sufficient to admit or deny ¶ 38 and for that reason denies the same.
29. Defendants lack knowledge or information sufficient to admit or deny ¶ 39 and for that reason denies the same.
30. In response to ¶ 40, Defendants admit that Susan Walker obtained a default judgment against the County on or around May 5, 2025. Defendants lack knowledge or information sufficient to admit or deny the remaining allegations of ¶ 40 and for that reason denies the same.

31. Paragraph 41 is admitted.
32. Defendants lack knowledge or information sufficient to admit or deny ¶ 42 and for that reason denies the same.
33. Paragraph 43 is admitted.
34. In response to ¶ 44, Defendants admit Plaintiff's main duty was IT services. Defendants lack knowledge or information sufficient to admit or deny the remaining allegations of ¶ 44 and for that reason deny the same.
35. In response to ¶ 45, Defendants admit that the County hired Stronghold to perform a network infrastructure "health check." All other allegations of ¶ 45 are denied.
36. In response to ¶ 46, Defendant admits Commissioner Milburn requested the passwords, and Plaintiff and Jimmy Kemmerer refused to provide them.
37. In response to ¶ 47, Defendants admit that Jimmy Kemmerer called the police, and was terminated for-cause.
38. Defendants lack knowledge or information sufficient to admit or deny ¶ 48 and for that reason denies the same.
39. Paragraphs 49, 50, 51, and 52 are denied.
40. Defendants lack knowledge or information sufficient to admit or deny the remaining allegations of ¶ 53 and for that reason deny the same.
41. Paragraphs 54 and 55 are denied.
42. Defendants lack knowledge or information sufficient to admit or deny ¶ 56 and for that reason denies the same.
43. Paragraph 57 is denied.

44. In response to ¶ 58, Defendants admit the vote to eliminate Plaintiff's position was unanimous, but deny that Plaintiff was "terminated."
45. Paragraph 59 is admitted.
46. Paragraphs 60 and 61 are denied.
47. In response to ¶ 62, Defendants admit Plaintiff filed a KHRA complaint on or around September 9, 2025, but deny the substance of every allegation made therein.
48. Defendant lacks knowledge or information sufficient to admit or deny the allegations of ¶ 63 and for that reason deny the same.
49. In response to ¶ 64, Defendants admit Plaintiff was hired by the elected Register of Deeds on or around November 17, 2025. Defendant lacks knowledge or information sufficient to admit or deny the remaining allegations of ¶ 64 and for that reason deny the same.
50. Paragraphs 65, 66, and 67 are denied.
51. Defendant lacks knowledge or information sufficient to admit or deny the allegations of ¶¶ 68, 69, and 70 and for that reason deny the same.
52. Paragraphs 71, 72, 73, 74, and 75 are denied.
53. Defendant lacks knowledge or information sufficient to admit or deny the allegations of ¶ 76 and for that reason deny the same.

#### **COUNT I – BREACH OF CONTRACT**

54. In response to ¶ 77, Defendants respond that the contract between Plaintiff and Defendant is a written document, whose terms speak for themselves.
55. Paragraphs 78, 79, 80, 81 and Plaintiff's Prayer for Relief in Count I are denied.

#### **COUNT II – KWPA VIOLATIONS**

56. Paragraph 82 is denied.

57. In response to ¶ 83, Defendants admit Plaintiff was laid off on July 9, 2025. All other allegations of ¶ 83 are denied.

58. Paragraphs 84, 85, and the Plaintiff's Prayer for Relief in Count II are denied.

**COUNT III – TITLE VII ASSOCIATIONAL DISCRIMINATION**

59. Defendants lack knowledge or information sufficient to admit or deny the allegations of ¶ 86 and for that reason deny the same.

60. In response to ¶ 87, Defendants admit that Susan Walker is an elected official and therefore is not an at-will employee of the Board of County Commissioners.

61. Paragraphs 88, 89, and Plaintiff's Prayer for Relief in Count III are denied.

**COUNT IV – TITLE VII DISCRIMINATION**

62. Defendants lack knowledge or information sufficient to admit or deny the allegations of ¶¶ 90 and 91 and for that reason deny the same.

63. Paragraphs 92, 93, and Plaintiff's Prayer for Relief in Count IV are denied.

**COUNT V – TITLE VII RETALIATION**

64. In response to ¶ 94, Defendants admit Plaintiff filed a KHRC charge of discrimination. All other allegations of ¶ 94 are denied.

65. Paragraph 95 is denied.

66. In response to ¶ 96, Defendants deny that Plaintiff was terminated. Defendants admit that after Plaintiff was laid off, he was subsequently rehired by an elected official.

67. Paragraphs 97, 98 and the Plaintiff's Prayer for Relief in Count V are denied.

**COUNT VI – FIRST AMENDMETN RETALIATION**

68. Paragraphs 99 and 100 are denied.

69. Defendants lack knowledge or information sufficient to admit or deny the allegations of ¶ 101 and for that reason deny the same.

70. Paragraph 102, 103, and Plaintiff's Prayer for Relief in Count VI are denied.

**COUNT VII – FIRST AMENDMENT RIGHT OF ASSOCIATION**

71. In response to ¶ 104, Defendants admit Susan Walker filed a charge of discrimination with the EEOC/KHRC against the County, and a separate breach of contract suit that resulted in a default judgment. The remaining allegations of ¶ 104 are denied.

72. Paragraphs 105, 106, 107, 108, and Plaintiff's Prayer for Relief in Count VII are denied.

**COUNT VIII – DUE PROCESS VIOLATIONS**

73. Paragraphs 109, 110, 111, 112, 113, and Plaintiff's Prayer for Relief in Count VIII are denied.

**COUNT IX – TITLE VII RETALIATION**

74. In response to ¶ 114, Defendants admit Plaintiff filed a KHRC charge of discrimination. All other allegations of ¶ 114 are denied.

75. Paragraph 115 is denied.

76. In response to ¶ 116, Defendants deny that Plaintiff was terminated. Defendants admit that after Plaintiff was laid off, he was subsequently rehired by an elected official.

77. Paragraphs 117, 118, 119 and Plaintiff's Prayer for Relief in Count IX are denied.

**COUNT X – FMLA RETALIATION**

78. Paragraph 120 is denied.

79. Defendants lack knowledge or information sufficient to admit or deny the allegations of ¶ 121 and for that reason deny the same.

80. Paragraphs 122, 123, 124, 125, and Plaintiff's Prayer for Relief in Count X are denied.

**DEFENSES AND AFFIRMATIVE DEFENSES**

1. Plaintiff's First Amended Complaint fails to state a claim upon which relief may be granted.
2. The First Amended Complaint fails to state a claim for deprivation of Plaintiff's constitutional rights.
3. Plaintiff's claims may be barred in whole or in part by the applicable statute of limitations.
4. The individual defendants, sued in their individual capacities, are entitled to qualified immunity from Plaintiff's claims under 42 U.S.C. § 1983.
5. Plaintiff's First Amended fails to adequately allege personal participation by Defendant Cohen in the alleged conduct that forms the basis of his claim.
6. Defendants denies engaging in any wrongful or unlawful conduct whatsoever and further denies that Plaintiff is entitled to any legal or equitable relief.
7. Plaintiff's claims are barred by the provisions of the Kansas Tort Claims Act, including K.S.A. 75-6104 and limited by the provisions of K.S.A. 75-6105.
8. Plaintiff's claims and damages, which are expressly denied, are limited in whole or in part to those made in compliance with K.S.A. 12-105b(d), if any.
9. All statutory caps on damages apply to this case and reduce Plaintiff's recovery, if any.
10. Plaintiff may not recover punitive damages against a municipality.
11. Any action taken by Defendants were not the result of unlawful or unconstitutional motives, was not retaliatory, and would have occurred based on legitimate, lawful, and independent reasons regardless of Plaintiff's protected conduct, if any.
12. Plaintiff fails to state a *Monell* claim against these Defendants.
13. Defendants substantially performed their contractual obligations to Plaintiff such that any claim for breach of contract fails to state a claim on which relief could be granted.

14. The parties modified Plaintiff's employment contract, thereby altering or eliminating the obligations alleged by Plaintiff.
15. Defendants reserve the right to assert that Plaintiff has failed to mitigate damages by failing to undertake reasonable efforts to obtain comparable subsequent employment, to the extent revealed through discovery.
16. Defendants denies that their conduct has caused Plaintiff any damages, and denies causation, the nature, and extent of Plaintiff's damages.
17. The compensation sought does not constitute "wages" earned and due under the KWPA.
18. A bona fide dispute exists regarding whether any additional compensation was earned or payable to Plaintiff.
19. Defendants did not knowingly, willfully, or intentionally withhold wages and acted in good faith.
20. Plaintiff did not engage in speech or conduct protected by the First Amendment.
21. Any speech at issue was made pursuant to Plaintiff's official job duties and therefore is not protected under the First Amendment under the principles articulated in *Garcetti v. Ceballos*.
22. Plaintiff's speech, if any, did not address a matter of public concern and is therefore not constitutionally protected.
23. Defendants reserve the right to assert and plead additional affirmative defenses when facts supporting said affirmative defenses become known and available to them.

WHEREFORE, Defendants respectfully prays to be henceforth dismissed, awarded costs and expenses incurred, and such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

FISHER, PATTERSON, SAYLER & SMITH, LLP

/s/Andrew D. Holder

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**ATTORNEY FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 23, 2026, I electronically filed the foregoing with the Clerk of the Court with service of the same being made by the Court's ECF filing system to:

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/s/ Andrew D. Holder \_\_\_\_\_  
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