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BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BLAINE CLARK,

Plaintiff,

v.

THE CITY OF DUBOIS, JENNIFER JACKSON, PAT REASINGER, ELIOTT GELFAND, CHRIS NASUTI, and DUSTIN ROY,

Defendants.

: **CIVIL DIVISION**

:
: Docket No. 2024-1052-CD

: **COMPLAINT**

: Filed on behalf of Plaintiff,
: Blaine Clark

: Counsel of Record for this Party:

: Gregory H. Teufel, Esq.
: Pa. Id. No. 73062
: Adam G. Locke, Esq.
: Pa. Id. No. 200441
: OGC Law, LLC
: 1575 McFarland Road, Suite 201
: Pittsburgh, PA 15216
: (412) 253-4622
: (412) 253-4623 (facsimile)
: gtuefel@ogclaw.net
: alocke@ogclaw.net

: William A. Shaw, Jr., Esq.
: Pa. Id. No. 78007
: The Shaw Law Group
: 225 East Market St.
: Clearfield, PA 16830
: (814) 762-0004
: (814) 690-1741 (facsimile)
: bill@attorneyshaw.com

JURY TRIAL DEMANDED

**GOVERNMENT
EXHIBIT
4**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BLAINE CLARK,	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	Docket No.
v.	:	
	:	
THE CITY OF DUBOIS, JENNIFER	:	
JACKSON, PAT REASINGER,	:	
ELIOTT GELFAND, CHRIS NASUTI,	:	
and DUSTIN ROY	:	
Defendants.	:	
	:	
	:	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this petition and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the petition or for any claim or relief requested by the petitioner. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. TIDS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

MidPenn Legal Services
211 E. Locust St.
Clearfield, PA 16830
814-765-9646

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BLAINE CLARK,	:	CIVIL DIVISION
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JACKSON, PAT REASINGER,	:	
ELIOTT GELFAND, CHRIS NASUTI,	:	
and DUSTIN ROY	:	
Defendants.	:	
	:	
	:	

COMPLAINT

Plaintiff Blaine Clark (“Mr. Clark”), by and through his undersigned attorneys, brings this Complaint against Defendants the City of DuBois (the “City”), Jennifer Jackson (“Councilwoman Jackson”), Pat Reasinger (“Mayor Reasinger”), Elliott Gelfand (“Councilman Gelfand”), Chris Nasuti (“City Manager Nasuti”), and Dustin Roy (“Assistant Police Chief Roy”), and in support thereof avers as follows:

PARTIES

1. Plaintiff Mr. Clark is an adult individual who resides at 501 Reams Street, DuBois, PA 15801. At all times pertinent hereto, Mr. Clark was serving as the City’s Chief of Police (“former Police Chief Clark”).
2. Defendant the City is a Third Class City located in Clearfield County, Pennsylvania. The City has a principal place of operations located at the City Building, 16 W. Scribner Avenue, DuBois, PA 15801.
3. Defendant Councilwoman Jackson is an adult individual who resides at 42 N. Brady St., DuBois, PA 15801. At all times pertinent hereto, Councilwoman Jackson was serving on the City’s Council.

4. Defendant Mayor Reasinger is an adult individual who resides at 206 E. Logan Ave., DuBois, PA 15801. At all times pertinent hereto, Mayor Reasinger was serving as the City's Mayor.

5. Defendant Councilman Gelfand is an adult individual who resides at 1 S. Highland St., DuBois, PA 15801. At all times pertinent hereto, Councilman Gelfand was serving on the City's Council.

6. Defendant City Manager Nasuti is an adult individual who resides at 17 Tower Lane, DuBois, PA 15801. At all times pertinent hereto, Mr. Nasuti was serving as the City's Interim Manager.

7. Defendant Assistant Police Chief Roy is an adult individual who resides at 1516 S. Main Street Ext, DuBois, PA 15801. At all times pertinent hereto, Mr. Roy was serving as the City's Assistant Police Chief.

JURISDICTION

8. This Court has original jurisdiction over this action pursuant to 42 Pa.Cons.Stat. § 931.

9. Venue is proper in this Court pursuant to Pa.R.Civ.P. 1006 because the causes of action at issue arose in Clearfield County and all of the Defendants may be served in Clearfield County.

MATERIAL FACTS

10. On November 7, 2022, the City and former Police Chief Clark entered into an Employment Agreement that extended Mr Clark's tenure as the Police Chief for four years, from January 1, 2023, to December 31, 2026. A true and correct copy of the Employment Agreement is attached hereto as Exhibit A.

EVENTS LEADING UP TO THE TERMINATION OF FORMER POLICE CHIEF CLARK

Councilman Gelfand

11. Throughout 2023, Councilman Gelfand continuously violated provisions of the City's Ordinance and Pennsylvania's Motor Vehicle Code that prohibit parking in the right of away, driving on a sidewalk, and blocking a sidewalk.

12. Former Police Chief Clark issued Councilman Gelfand parking citations for these violations.

13. However, Councilman Gelfand persisted in violating the above-mentioned provisions of the City's Ordinance and Pennsylvania's Motor Vehicle Code.

14. In or around January 10, 2024, former Police Chief Clark had a conversation with City Manager Nasuti regarding the constant traffic violations by Councilman Gelfand, informed Manager Nasuti that Councilman Gelfand did not have a permit to park in the right of way, and requested that City Manager Nasuti assist him in requiring Councilman Gelfand to refrain from committing any parking violations in the future.

15. Councilman Gelfand continued to violate the above-mentioned provisions of the City's Ordinance and Pennsylvania's Motor Vehicle Code.

16. On February 15, 2024, the Mayor and City Council, with the knowledge and apparent approval of City Manager Nasuti, placed former Police Chief Clark on paid administrative leave without thereafter providing him with a meaningful hearing or an adequate opportunity to contest or otherwise respond to the accusations and/or charges against him. A true and correct copy of the February 15, 2024 Letter placing former Police Chief Clark on administrative leave is attached hereto as Exhibit B.

17. On April 8, 2024, Councilman Gelfand, along with Councilwoman Jackson and Mayor Reasinger, voted to terminate former Police Chief Clark without any advanced notice, opportunity to be heard or respond, or just cause. The vote to terminate former Police Chief Clark was 3 to 2. A true and correct copy of the City Council Meeting Minutes dated April 8, 2024 is attached hereto as Exhibit C.

18. At the time the City placed former Police Chief Clark on administrative leave and at the time of his termination, former Police Chief Clark was about to issue, or was in the process of issuing, Councilman Gelfand additional parking citations.

Councilwoman Jackson

19. In late 2022 or early 2023, former Police Chief Clark investigated two complaints where Councilwoman Jackson committed harassment and criminal mischief at a nonprofit organization, found the incidents to be true, and recommended that the complainants file formal charges against Councilwoman Jackson. A fellow police officer later discussed the matter with Councilwoman Jackson, she agreed to refrain from such behavior in the future, and the complainants therefore declined to press charges.

20. In May 2002, during the campaign cycle where Councilwoman Jackson was then running for Council, former Police Chief Clark investigated complaints that Councilwoman Jackson was “buying votes,” in that she provided giveaway prizes to voters through her Facebook page. Former Police Chief Clark instructed the complainants to contact the Clearfield County Election Office and the Clearfield District Attorney.

21. In May 2023, Councilwoman Jackson had a conversation with former Councilwoman Shannon Gabriel, falsely accused former Police Chief Clark of engaging in criminal conduct, and

forewarned that “When I’m on Council, and I will be, there will be something on your chief [*i.e.*, former Police Chief Clark], and he will be done.”

22. Throughout 2023, Councilwoman Jackson continuously violated provisions of the City’s Ordinance and Pennsylvania’s Motor Vehicle Code prohibiting driving on a sidewalk and parking on a sidewalk.

23. In or around January 10, 2024, former Police Chief Clark had a conversation with City Manager Nasuti regarding the constant traffic violations by Councilwoman Jackson and requested that City Manager Nasuti assist him in requiring Councilwoman Jackson to refrain from committing any parking violations in the future.

24. Councilwoman Jackson continued to violate the above-mentioned provisions of the City’s Ordinance and Pennsylvania’s Motor Vehicle Code.

25. On April 8, 2024, Councilwoman Jackson, along with Councilman Gelfand and Mayor Reasinger, voted to terminate former Police Chief Clark without any advanced notice, opportunity to be heard or respond, or just cause. The vote to terminate former Police Chief Clark was 3 to 2. See Exhibit C.

26. At the time the City placed former Police Chief Clark on administrative leave and at the time of his termination, former Police Chief Clark had directed complainants to officially report and/or file criminal charges against Councilwoman Jackson and was about to issue, or was in the process of issuing, Councilwoman Jackson parking citations.

Mayor Reasinger

27. In July 2023, former Police Chief Clark was informed about an incident where Mayor Reasinger directed an official of the City to change the name and recipient of water bills from an apartment building that he owned from the owner (Mayor Resinger) directly to the tenants in violation of the City's Ordinance. The City official made the change and billed the tenants directly for a short period of time, later changed the billing to be sent to Mayor Reasinger, and thereafter, following the directive of Manager Nasuti, made the change back so that the tenants received the water bill directly, in violation of the City's Ordinance.

28. In late 2023, former Police Chief Clark received complaints from citizens that Mayor Reasinger informed citizens that he voted during council meeting to have the City pay bills and tender donations to an organization that his wife oversaw.

29. In investigating the above-mentioned matters, former Police Chief Clark determined that Mayor Reasinger violated the Pennsylvania Official and Employee Ethics Act and other state and municipal laws governing the conduct of public officials.

30. On April 8, 2024, Mayor Reasinger, along with Councilman Jackson and Councilman Gelfand, voted to terminate former Police Chief Clark without any advanced notice, opportunity to be heard or respond, or just cause. The vote to terminate former Police Chief Clark was 3 to 2. See Exhibit C.

31. At the time the City placed former Police Chief Clark on administrative leave and at the time of his termination, former Police Chief Clark was in the process of preparing to file criminal charges against Mayor Reasinger.

EVENTS INVOLVING AND FOLLOWING THE TERMINATION OF FORMER POLICE
CHIEF CLARK

32. On February 15, 2024, the Mayor and City Council, with the knowledge and apparent approval of City Manager Nasuti, placed former Police Chief Clark on paid administrative leave, advising that “[w]hile on administrative leave, [he] no longer [has] the authority to act as a police officer for the City of DuBois.” Exhibit B.

33. In a February 27, 2024 letter, City Manager Nasuti provided former Police Chief Clark with a Notice of Charges and stated that former Police Chief Clark had an opportunity to respond at a Loudermill hearing scheduled for March 1, 2024 (the “Loudermill Letter”). A true and correct copy of the February 27, 2024 Loudermill Letter is attached hereto as Exhibit E.

34. In the Loudermill Letter, the Mayor and/or Council, acting by and through City Manager Nasuti, baldly stated that based on averments in a criminal complaint filed against another individual, there were allegations therein that former Police Chief Clark “failed to perform [his] job responsibilities in a professional, timely, and appropriate manner related to the allegations of theft made by the Sheetz employees against [former] Mayor Schmidt.” Exhibit E.

35. In the Loudermill Letter, the Mayor and/or Council, acting by and through City Manager Nasuti, further stated that “by letter dated February 14, 2024, Assistant Police Chief Dustin Roy has detailed numerous allegations of misconduct on your [former Police Chief Clark’s] part and directly related to the performance of [his] job responsibilities.” Exhibit F. The Loudermill Letter attached and incorporated the February 14, 2024 letter from Assistant Police Chief Roy to the City’s Council (the “Roy Letter”). A true and correct copy the Roy Letter is attached hereto as Exhibit F.

36. On February 12, 2024, two days prior to the date of the Roy Letter, former Police Chief Clark issued Assistant Police Chief Roy a written reprimand for misconduct on the job.

37. In the Roy Letter, Assistant Police Chief Roy, apparently referencing the written reprimand that former Police Chief Clark issued him two days prior, complained that “[o]fficers have committed egregious violations of department policy and no discipline actions have been taken because of favoritism, while others are disciplined for trivial matters because they are unliked by [former Police Chief] Clark.” Exhibit F. Assistant Police Chief Roy stated that “[t]here have been investigations by the chief into the way that I [Assistant Police Chief Roy] conduct investigations, in an attempt to discipline me . . . for things that are an absolute lie.” Exhibit F.

38. In the Roy Letter, Assistant Police Chief Roy baselessly accused former Police Chief Clark of conducting unlawful searches and seizures, obtaining admissions and confessions through coercion, and altering the chain of custody for evidence by storing illegal narcotics in his office. Exhibit F.

39. At the so-called Loudermill hearing on March 1, 2024, the Interim City Solicitor never provided former Police Chief Clark with an opportunity to ask questions or respond in a meaningful fashion to the charges lodged against him in the Loudermill Letter.

40. Instead, the Interim City Solicitor merely parroted the allegations against former Police Chief Clark in the Loudermill Letter, referred him to the documentation referenced in and attached to the Loudermill Letter, and concluded the Loudermill proceedings.

41. From February 15, 2024, to April 8, 2024, former Police Chief Clark was placed on paid administrative leave. See Exhibit B.

42. During this timeframe (February 14, 2025, to April 8, 2024), neither the City, the Interim City Solicitor, nor the Council had any contact with former Police Chief Clark regarding his employment status.

43. Then, on April 8, 2024, and completely unbeknownst to former Police Chief Clark, the City Council convened a regular meeting where the City Council asked the Interim City Solicitor “to give an update” on the employment status of Mr. Clark as Police Chief. Exhibit C.

44. The Interim City Solicitor stated that there were “allegations” against former Police Chief Clark and that those “allegations” were referred to the District Attorney’s Office. The Interim City Solicitor declined to disclose or discuss the nature of the “allegations,” because “it is a personnel matter,” and explained that the City “Council is not at liberty to share the specifics of [] those allegations.” Exhibit C.

45. Immediately thereafter, Councilman Gelfand motioned to terminate former Police Chief Clark as Police Chief, which was seconded by Councilwoman Jackson, and joined by Mayor Reasinger in the roll call. The motion to terminate Mr. Clark passed by 3-2 votes. See Exhibit C.

46. On April 15, 2024, former Police Chief Clark received a letter from Mayor Reasinger stating that the letter served “as formal notification that on Monday, April 8, 2024, City Council took formal action to terminate [his] employment with the City of DuBois” (“Termination Letter”). A true and correct copy of the Termination Letter is attached hereto as Exhibit F.

47. Following former Police Chief Clark’s termination on April 8, 2024, the City failed to pay former Police Chief wages that are due and owing for the remainder of his contract term under the Employment Agreement, plus other forms of remuneration, including, but not limited to, accrued sick leave, accrued vacation leave, and deferred and/or retirement compensation contributions and/or payouts.

COUNT I: 42 U.S.C. § 1983 (Violation of Procedural Due Process)

48. The preceding paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

49. Pennsylvania law provides municipal police officers with a constitutionally protected property interest in continued employment because the officers can only be terminated for just cause. See 11 Pa.Cons.Stat. § 14408 (stating that a police officer may be discharged for “violation of any law of this Commonwealth, ordinance of the city or regulation of the department” and “may request a hearing before council”), formerly 53 Pa.Stat. § 39408.

50. Moreover, the Employment Agreement between the City and former Police Chief Clark was for a fixed term, from January 1, 2023, to December 31, 2026, and this fixed term contract vested former Police Chief Clark with a constitutionally protected property interest in continued employment for purposes of the Due Process Clause of the Fourteenth Amendment of the United States Constitution. See Shea v. Mt. View Sch. Dist., 2014 U.S. Dist. LEXIS 98902, at * 9, 2014 WL 3590006 (M.D. Pa. filed July 21, 2014) (applying federal law) (concluding that where a public employee entered into a fixed term contract for three years with the school district, the school district “created a legitimate claim of entitlement to employment during the specified term,” worthy of protection under the Due Process Clause).

51. Pursuant to the Due Process Clause, a municipality must provide an officer with proper pre-deprivation notice of termination, an opportunity to request a hearing, and an opportunity to contest the charges and termination decision at that hearing. See Pavonarius v. City of Allentown, 629 A.2d 204, 207-08 (Pa. Cmwlth. 1993) (concluding that a police officer of a Third Class City has a statutory entitlement to continued employment and, for purposes of the Due Process Clause, can only be terminated after adequate notice and a hearing where the officer is afforded an adequate opportunity to respond to and contest the charges).

52. The City, its Council, and the Mayor did not provide former Police Chief Clark with notice that he would be terminated at the Council meeting held on April 8, 2024.

53. The City, its Council, and the Mayor did not provide former Police Chief Clark with an opportunity to request a hearing prior to or at the meeting held on April 8, 2024.

54. The City, its Council, and the Mayor did not provide former Police Chief Clark with a hearing where he could contest or otherwise challenge the City's decision to terminate his employment.

55. Therefore, the City and its Council (including the Mayor) terminated former Police Chief Clark in violation of the right to procedural due process guaranteed in the Fourteenth Amendment of the United States Constitution and giving rise to a cause of action for violation of that right pursuant to 42 U.S.C. § 1983.

56. In terminating former Police Chief Clark without proper notice and an opportunity to respond or be heard, the City and its Council (including the Mayor) acted recklessly and with callous indifference to the federally protected rights of former Police Chief Clark.

WHEREFORE, former Police Chief Clark requests that this Court enter judgment in his favor and against the City, Councilwoman Jackson, Councilman Gelfand, and Mayor Reasinger in an amount in excess of \$20,000.00, including, but not limited to, damages for lost wages of at least \$275,000.00, damages for accrued vacation and sick time of at least \$25,000.00, and damages for deferred and/or retirement compensation contributions and/or payouts, other compensatory damages, non-pecuniary damages such as for emotional distress and mental anguish, attorneys' fees (pursuant to 42 U.S.C. § 1988), punitive damages (pursuant to Smith v. Wade, 461 U.S. 30 (1983)), plus interest and costs, and grant such other and further relief as the Court deems proper.

COUNT II: VIOLATION OF PENNSYLVANIA'S WHISTLEBLOWER LAW

57. The preceding paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

58. Pursuant to Section 3(a) of Pennsylvania's Whistleblower Law:

(a) Persons not to be discharged.—No employer may discharge, threaten or otherwise discriminate or retaliate against an employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee or a person acting on behalf of the employee makes a good faith report or is about to report, verbally or in writing, to the employer or appropriate authority an instance of wrongdoing or waste by a public body or an instance of waste by any other employer as defined in this act.

43 Pa.Stat. § 1423(a).

59. In voting to terminate former Police Chief Clark, Councilman Gelfand retaliated against former Police Chief Clark because former Police Chief Clark was about to issue, or was in the process of issuing, Councilman Gelfand parking citations.

60. In voting to terminate former Police Chief Clark, Councilwoman Jackson retaliated against former Police Chief Clark because former Police Chief Clark had directed complainants to officially report and/or file criminal charges against Councilwoman Jackson and was about to issue, or was in the process of issuing, Councilwoman Jackson parking citations.

61. In voting to terminate former Police Chief Clark, Mayor Reasinger retaliated against former Police Chief Clark because former Police Chief Clark was in the process of preparing to file criminal charges against Mayor Reasinger.

62. Individually and/or collectively, Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger (a majority of the City Council) terminated former Police Chief Clark because he was about to report him/her or them for committing wrongdoing or directed others to report him/her or them for committing wrongdoing.

63. Upon information and belief, Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger obtained express knowledge, through other individuals, including, but not limited

to, City Manager Nasuti, that former Police Chief Clark directed others to report him/her or them for committing wrongdoing and was about to report him/her or them for committing wrongdoing

64. The reasons stated for terminating former Police Chief Clark in the Loudermill Letter were pretextual because they were based on unsubstantiated passing references in a criminal complaint that was not even filed against former Police Chief Clark and unfounded allegations from Assistant Police Chief Roy, a disgruntled police officer who was upset with the disciplinary action that former Police Chief Clark previously imposed on him.

65. The reasons stated for terminating former Police Chief Clark in the Loudermill Letter were also pretextual because the City and its Council never verified the allegations with supporting documentation or witness testimony and never provided former Police Chief Clark with an opportunity to respond or be heard. Further, the District Attorney's Office never filed criminal charges against former Police Chief Clark, and no court has ever held that former Police Chief Clark committed illegal searches and seizures or obtained a confession in an unlawful manner.

66. Therefore, the City, acting by and through Councilwoman Jackson, Councilman Gelfand, and/or Mayor Reasinger terminated former Police Chief Clark for reporting—or being in the process of reporting—wrongdoing by the members of the City Council in violation of Pennsylvania's Whistleblower Law.

WHEREFORE, former Police Chief Clark requests that this Court enter judgment in his favor and against the City, Councilwoman Jackson, Councilman Gelfand, and Mayor Reasinger, in an amount in excess of \$20,000.00, including, but not limited to, damages for lost wages of at least \$275,000.00, damages for accrued vacation and sick time of at least \$25,000.00, damages for deferred and/or retirement compensation contributions and/or payouts, other compensatory damages,

attorneys' fees (pursuant to 43 Pa.Stat. § 1425), plus interest and costs, and grant such other and further relief as the Court deems proper.

COUNT III: BREACH OF CONTRACT (Termination without Just Cause)

67. The preceding paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

68. The Employment Agreement between the City and former Police Chief Clark was for a fixed term, from January 1, 2023, to December 31, 2026. See Exhibit A.

69. Section 9 of the Employment Agreement states that it "shall be construed in accordance with the laws of the Commonwealth of Pennsylvania." Exhibit A.

70. The Pennsylvania statutory law mandating that a police officer can only be terminated for just cause was incorporated into the Employment Agreement as a matter of law. See Siegfried v. Unemployment Compensation Board of Review, 2014 Pa. Commw. Unpub. LEXIS 502, at *9, 2014 WL 3943990 (Pa. Cmwlth., No. 1632 C.D. 2013, filed August 13, 2014) (unpublished) ("As a matter of law, the Police Tenure Act is incorporated into Claimant's employment contract with Employer and supplies implied terms and bases for termination.") (citing DePaul v. Kauffman, 272 A.2d 500, 506 (Pa. 1971) ("[T]he laws in force when a contract is entered into become part of the obligation of contract with the same effect as if expressly incorporated in its terms.")).

71. To the extent Section 2 of the Employment Agreement purports to designate former Police Chief Clark as an at-will employee subject to termination without cause, this provision is void and unenforceable because it violates public policy. See Prudential Prop. and Cas. Ins. Co. v. Colbert, 813 A.2d 747, 750-51 (Pa. 2002) (concluding that a contractual provision was unenforceable because it conflicted with the clear public policy pronounced in a statute).

72. The City did not terminate former Police Chief Roy for just cause.

73. Instead, the City terminated former Police Chief Roy based on unsubstantiated passing references in a criminal complaint that was not even filed against former Police Chief Clark and unfounded allegations from Assistant Police Chief Roy, a disgruntled police officer who was upset with the disciplinary action that former Police Chief Clark previously imposed on him.

74. Because the City terminated former Police Chief Roy without just cause, the City breached the Employment Agreement and is liable to former Police Chief Roy for breach of contract.

WHEREFORE, former Police Chief Clark respectfully requests that this Court enter judgment in his favor and against the City, in an amount in excess of \$20,000.00, including, but not limited to, damages for lost wages of at least \$275,000.00, damages for accrued vacation and sick time of at least \$25,000.00, damages for deferred and/or retirement compensation contributions and/or payouts, and consequential damages, plus interest and costs, and grant such other and further relief as the Court deems proper.

**COUNT IV: BREACH OF CONTRACT (Failure to Pay Wages and Other
Remuneration Owed for Remainder of Contract Term)
Pled in the Alternative to Count III**

75. The preceding paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

76. The Employment Agreement between the City and former Police Chief Clark was for a fixed term, from January 1, 2023, to December 31, 2026. See Exhibit A.

77. Pursuant to the Employment Agreement, the City was obligated to compensate former Police Chief Clark up to and including December 31, 2026, regardless of whether the City terminated former Police Chief Clark or the particular reason(s) why the City terminated former Police Chief Clark.

78. The Employment Agreement does not contain an early termination clause stating that, upon proper notice of termination, the City would no longer be obligated to compensate former Police Chief Clark for the remainder of the contractual term.

79. The Employment Agreement does not contain a forfeiture clause stating that former Police Chief Clark would forfeit payment of the balance of his contractual term if terminated for just cause.

80. Therefore, in terminating former Police Chief Clark prior to the expiration of his contractual term of employment, the City breached the Employment Agreement and is liable, among other things, to former Police Chief Clark for his wages and other forms of remuneration for the balance or remainder of the contractual term, or until December 31, 2026. See Larson, 1 Unjust Dismissal § 9A.02 (2024) (“[I]f an employee is working under a definite term contract but is dismissed before the expiration of the term, damages in the form of lost wages will be computed from the time of discharge to the end of the contract term.”).

WHEREFORE, former Police Chief Clark requests that this Court enter judgment in his favor and against the City, in an amount in excess of \$20,000.00, including, but not limited to, damages for lost wages of at least \$275,000.00, damages for accrued vacation and sick time of at least \$25,000.00, damages for deferred and/or retirement compensation contributions and/or payouts, and consequential damages, plus interest and costs, and grant such other and further relief as the Court deems proper.

COUNT V: INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

81. The preceding paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

82. “[G]overnmental immunity will not bar claims against [a municipal official] where his actions constituted willful misconduct. Section 8550 of the Tort Claims Act provides that immunity does not apply where it is judicially determined that the act of the employee causing the injury constituted a crime, actual fraud, actual malice, or willful misconduct. For purposes of section 8550, ‘willful misconduct’ is construed to mean ‘willful misconduct aforethought’ and is synonymous with ‘intentional tort.’” Orange Stones Co. v. City of Reading, 87 A.3d 1014, 1023-24 (Pa. Cmwlth. 2014).

83. The tort of intentional interference with contractual relationships is an intentional one. See Glenn v. Point Park College, 272 A.2d 895, 899 (Pa. 1971) (“It must be emphasized that [this] tort ... is an intentional one: the actor is acting as he does for the purpose of causing harm to the plaintiff.”).

84. “To set forth a legally sufficient cause of action for intentional interference with contractual or prospective contractual relations, four elements must be pled: (1) the existence of a contractual, or prospective contractual relation between the complainant and a third party; (2) purposeful action on the part of the defendant, specifically intended to harm the existing relation, or to prevent a prospective relation from occurring; (3) the absence of privilege or justification on the part of the defendant; and (4) the occasioning of actual legal damage as a result of the defendant’s conduct.” Pelagatti v. Cohen, 536 A.2d 1337, 1343 (Pa. Super. 1987).

85. The Employment Agreement was a contract between the City and former Police Chief Clark that extended employment from January 1, 2023, to December 31, 2026.

86. In terminating former Police Chief Clark, Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger engaged in a course of conduct that was specifically designed to nullify and void the Employment Agreement for no legitimate basis.

87. In terminating former Police Chief Clark, Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger were acting outside the scope of their authority as members of the City Council because they retaliated against former Police Chief Clark for reasons that were based on purely personal animus.

88. In terminating former Police Chief Clark, Council Gelfand, Councilwoman Jackson, and Mayor Reasinger were effectively acting in an individual capacity, as opposed to an official capacity, and abused the authority granted to them as members of the City Council.

89. Therefore, Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger committed the tort of intentional interference with contractual relationships and are liable to former Police Chief Clark for legal damages.

90. WHEREFORE, former Police Chief Clark requests that this Court enter judgment in his favor and against Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger in an amount in excess of \$20,000.00, including, but not limited to, damages for lost wages of at least \$275,000.00, damages for accrued vacation and sick time of at least \$25,000.00, damages for deferred and/or retirement compensation contributions and/or payouts, and other compensatory damages, non-pecuniary damages such as emotional distress and mental anguish, and punitive damages (pursuant to the common law), plus interest and costs, and grant such other and further relief as the Court deems proper.

COUNT VI: CIVIL CONSPIRACY

91. The preceding paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

92. "In order to state a civil action for conspiracy, a complaint must allege: 1) a combination of two or more persons acting with a common purpose to do an unlawful act or to do a

lawful act by unlawful means or for an unlawful purpose; 2) an overt act done in pursuance of the common purpose; and 3) actual legal damage.” Goldstein v Phillip Morris, Inc., 854 A.2d 585, 590 (Pa. Super. 2004) (citations and quotation marks omitted)

93. In terminating former Police Chief Clark, Council Gelfand, Councilwoman Jackson, and Mayor Reasinger abused their authority as members of the Council, essentially acted in an individual capacity, and conspired among each other to terminate the Employment Agreement for reasons related purely to personal animus, thereby committing the tort of intentional interference with contractual relations.

94. City Manager Nasuti aided and abetted Council Gelfand, Councilwoman Jackson, and Mayor Reasinger in their scheme to terminate former Police Chief Clark’s employment. City Manager Nasuti apparently approved the decision to place former Police Chief Clark on administrative leave, authored the Loudermill Letter, declined the former Police Chief Clark’s requests that he assist in requiring Councilwoman Jackson and Councilman Gelfand to cease committing traffic violations, and encouraged a City official to violate the City’s Ordinance to the personal advantage of Mayor Reasinger, knowing that former Police Chief Clark would potentially investigate the matter. See Exhibits B and D.

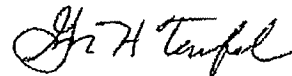
95. Assistant Police Chief Roy fueled, aided, and abetted Council Gelfand, Councilwoman Jackson, and Mayor Reasinger in their scheme to terminate former Police Chief Clark’s employment. Assistant Police Chief Roy authored the Roy Letter, which made false and baseless allegations against former Police Chief Clark, motivated solely by personal animus and vindictiveness, and constituted an overt attempt to encourage and persuade the City Council to terminate the Employment Agreement and commit the tort of intentional interference with contractual relations.

96. Therefore, Council Gelfand, Councilwoman Jackson, Mayor Reasinger, City Manager Nasuti, and Assistant Police Chief Roy engaged in concerted activity that was intentionally designed to wrongfully end the police career of former Police Chief Clark.

WHEREFORE, former Police Chief Clark requests that this Court enter judgment in his favor and against Councilman Gelfand, Councilwoman Jackson, Mayor Reasinger, City Manager Nasuti, and Assistant Police Chief Roy in an amount in excess of \$20,000.00, including, but not limited to, damages for lost wages of at least \$275,000.00, damages for accrued vacation and sick time of at least \$25,000.00, damages for deferred and/or retirement compensation contributions and/or payouts, and other compensatory damages, non-pecuniary damages such as for emotional distress and mental anguish, and punitive damages (pursuant to the common law), plus interest and costs, and grant such other and further relief as the Court deems proper.

JURY TRIAL DEMANDED

Respectfully submitted,



Gregory H. Teufel, Esquire
Adam G. Locke, Esq.
William A. Shaw, Jr., Esq.

Attorneys for Plaintiff Blaine Clark

Dated: October 3, 2024