

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.

: AMENDED COMPLAINT

: Filed on behalf of Plaintiff,
Blaine Clark

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JURY TRIAL DEMANDED

I hereby certify this to be a true
and attested copy of the original
statement filed in this case

AUG 22 2025

A TRUE COPY
ATTEST: 
PROTHONOTARY-CLERK



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BLAINE CLARK,	:	CIVIL DIVISION
Plaintiff,	:	
	:	
v.	:	Docket No
	:	
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

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AMENDED COMPLAINT

Plaintiff Blaine Clark (“Mr. Clark”), by and through his undersigned attorneys, brings this Amended 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.
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 Mr. 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 MR. 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 way, driving on a sidewalk, and blocking a sidewalk.

12. Mr. 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, Mr. 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. The City Manager of DuBois was at all relevant times Mr. Clark's supervisor

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

17. On February 15, 2024, the Mayor and City Council, with the knowledge and apparent approval of City Manager Nasuti, placed Mr. 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 Mr. Clark on administrative leave is attached hereto as Exhibit B.

18. On April 8, 2024, Councilman Gelfand, along with Councilwoman Jackson and Mayor Reasinger, voted to terminate Mr. Clark without any advanced notice, opportunity to be heard or respond, or just cause. The vote to terminate Mr. 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.

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

Councilwoman Jackson

20. In late 2022 or early 2023, Mr. 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

21 Mr. Clark reported those complaints and his recommendation to file formal charges against Councilwoman Jackson to former City Manager John (“Hern”) Suplizio (“Mr. Suplizio”).

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

23. Mr. Clark reported those complaints and his instructions to the complainants to Mr. Suplizio as well.

24. In May 2023, Councilwoman Jackson had a conversation with former Councilwoman Shannon Gabriel, falsely accused Mr. 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.*, Mr. Clark], and he will be done.”

25. 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.

26. In or around January 10, 2024, Mr. Clark had a conversation with City Manager Nasutu 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.

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

28. At the time the City placed Mr. Clark on administrative leave and at the time of his termination, Mr. 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

29. In July 2023, Mr. 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 tenant in violation of the City's Ordinance. The City official made the change and billed the tenant 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 tenant received the water bill directly, in violation of the City's Ordinance.

30. In late 2023, Mr. 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.

31. Mr. Clark reported those complaints to Mr. Nasuti as well.

32. In investigating the above-mentioned matters, Mr. 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.

33. Mr. Clark relayed that determination regarding the Pennsylvania Official and Employee ethics act to Mr. Nasuti.

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

EVENTS INVOLVING AND FOLLOWING THE TERMINATION OF MR. CLARK

35. On February 15, 2024, the Mayor and City Council, with the knowledge and apparent approval of City Manager Nasuti, placed Mr. 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.

36. In a February 27, 2024 letter, City Manager Nasuti provided Mr. Clark with a Notice of Charges and stated that Mr. 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 D.

37. In the Loudermill Letter, City Manager Nasuti stated that “[a]fter the hearing, a decision will be made regarding whether disciplinary action should be taken against you, including the possible termination of your employment with the City.” Id. 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 Mr. 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 D.

38. 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 [Mr. Clark's] part and directly related to the performance of [his] job responsibilities." Exhibit D. 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 E.

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

40. In the Roy Letter, Assistant Police Chief Roy, apparently referencing the written reprimand that Mr. 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 E. 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 E.

41. In the Roy Letter, Assistant Police Chief Roy baselessly accused Mr. 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 E.

42. In a letter accompanying the Loudermill Letter, also dated February 27, 2024, the Interim City Solicitor requested to "investigate" Mr. Clark prior to the Loudermill hearing. A true and correct copy of the Interim City Solicitor's February 27, 2024 Letter is attached hereto as Exhibit F.

43. At the "investigation" and Loudermill hearing on March 1, 2024, the Interim City Solicitor initially stated that it was his understanding, based on an off-the-record conversation, that Mr. Clark would decline to answer questions in either the "interview" that was scheduled to precede the Loudermill hearing or the Loudermill hearing itself.

44 After counsel for Mr. Clark explained that Mr. Clark would not testify, the Interim City Solicitor proceeded from the “investigation” to the so-called Loudermill hearing:

[Interim City Solicitor]: Okay Anything else you want to put on the transcript?

[Attorney for Mr. Clark]: So are we --- I guess maybe I'm misunderstanding. Is this a Loudermill hearing right now? What exactly are we doing here?

[Interim City Solicitor]: We'll we moved into the Loudermill hearing. Since he [i.e., Mr. Clark] wasn't going to answer questions in the investigation, we've moved into the Loudermill. You've indicated he is not going to answer any questions.

[Attorney for Mr. Clark]: So this is the Loudermill.

[Interim City Solicitor]: This is the completion of the Loudermill hearing.

45. In Sanitation Men v. Sanitation Comm'r, 392 U.S. 280 (1968), the United States Supreme Court held that public employees are entitled, like all other persons, to the benefit of the constitutional privilege against self-incrimination and they may not be faced with proceedings which presented them with a choice between surrendering their constitutional rights or their jobs.

46. The Interim City Solicitor conditioned the Loudermill hearing on whether Mr. Clark would waive his constitutional privilege against self-incrimination, indicating that Mr. Clark would have to testify or else face the consequences of the Loudermill hearing, which thereby constituted an attempt to coerce Mr. Clark into sacrificing his constitutional rights in order to maintain his job.

47. Moreover, at the so-called Loudermill hearing on March 1, 2024, the Interim City Solicitor never provided Mr. Clark with an opportunity to ask questions or respond in a meaningful fashion to the charges lodged against him in the Loudermill Letter or to cross examine any witnesses against him or to present any opposing witnesses or evidence.

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

49. From February 15, 2024, to April 8, 2024, Mr. Clark was placed on paid administrative leave. See Exhibit B.

50. During this period (February 14, 2025, to April 8, 2024), neither the City, the Interim City Solicitor, nor the Council had any contact with Mr. Clark regarding his employment status.

51. Then, on April 8, 2024, and completely unbeknownst to Mr. 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. See Exhibit C.

52. The Interim City Solicitor stated that there were “allegations” against Mr. 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 ” See Exhibit C.

53. Immediately thereafter, Councilman Gelfand motioned to terminate Mr. 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.

54. On April 15, 2024, Mr. 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 G.

55. Following Mr. 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)

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

57 Pennsylvania statutory law provides all 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. See also Pavonarius v. City of Allentown, 629 A.2d 204, 206 n.6 (Pa. Cmwlth. 1993) (reproducing the text of former 53 Pa Stat. § 39408); 11 Pa Cons.Stat. § 12001 (stating that all police officers, with the exception of the chief of police, “shall . . . be appointed in accordance with the civil service provisions of this chapter”).

58. Although Pennsylvania statutory law permits a mayor to designate a police chief from within or outside the ranks of the then current police force, and authorizes the mayor to demote a police chief without cause, Pennsylvania statutory law does not allow a mayor (or other City official or legislative body) to terminate a police chief absent just cause. See 11 Pa.Cons.Stat. § 12002 (“The chief of police shall be designated by the mayor from within the ranks and may be demoted without cause in the same manner, but not to any rank lower than the rank which was held at the time of designation as chief of police.”) (emphasis added).

59. In terminating Mr. Clark from employment as Chief of Police, the City also terminated Chief Clark from his position as a police officer who is extended the benefit of employment for just cause through the civil service mechanisms of Pennsylvania statutory law. See 11 Pa.Cons.Stat. § 12001 (“No member of the city police force having been promoted in conformity with the civil service provisions of this chapter shall be demoted in rank or discharged from the police force except upon

proper cause shown . . .”), 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”).

60. To the extent any provision of the Code of the City of DuBois (the “Code”) purports to designate Mr. Clark as an at-will employee, such a provision is invalid and unenforceable because it contravenes positive Pennsylvania statutory law and falls outside the authority granted to the City under The Home Rule Charter and Optional Plans Law (Council-Manager Plan), 53 Pa.Cons.Stat. § 2901 et seq. See 53 Pa.Cons.Stat. § 2971 (“Upon the adoption by the electors of any of the optional plans of government as set forth in this subpart, the municipality shall thereafter be governed by the plan adopted and by the provisions of general law applicable to that class or classes of municipality except as otherwise provided in this subpart. Until the municipality adopts another form of government, the plan adopted and the provisions of general law applicable to that class or classes of municipality shall be law All statutes affecting the organization, government and powers of the municipality which are not inconsistent or in conflict with this subpart shall remain in full force until modified or repealed.”) (emphasis added); Hoffman Mining Co. v. Zoning Hearing Bd. of Adams Twp., 32 A.3d 587, 595 (Pa. 2011) (“Conflict preemption is applicable when the conflict between a local ordinance and a state statute is irreconcilable, i.e., when simultaneous compliance with both the local ordinance and the state statute is impossible. . . . In addition, under the doctrine of conflict preemption, a local ordinance will be invalidated if it stands as an obstacle to the execution of the full purposes and objectives of a statutory enactment of the General Assembly.”) (internal citations and quotation marks omitted).

61. Accordingly, Pennsylvania statutory law provides Mr. Clark with the right to be terminated only for just cause and consistent with the principles of procedural due process.

62. Moreover, the Employment Agreement between the City and Mr. Clark was for a fixed term, from January 1, 2023, to December 31, 2026, and this fixed term contract vested Mr. 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).

63. 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, 629 A.2d at 207-08 (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).

64. Upon information and belief, the City, its Council, and the Mayor terminated Mr. Clark based on documentation and information that was separate from and in addition to the evidence cited in the Loudermill letter

65. As such, the City, its Council, and the Mayor did not provide Mr. Clark with proper pre-deprivation notice that he would be terminated when the Council held the meeting on April 8, 2024.

66. The City, its Council, and the Mayor also did not provide Mr. Clark with an adequate opportunity to request a hearing prior to or at the meeting held on April 8, 2024.

67. Moreover, the City, its Council, and the Mayor did not provide Mr. Clark with a sufficient Loudermull hearing where he could meaningfully contest or otherwise challenge the City's evidence against him or its ultimate decision to terminate his employment.

68. Instead, the City, its Council, and the Mayor terminated Mr. Clark after the Interim City Solicitor recited baseless allegations against him and apparently retaliated against Mr. Clark for exercising his right to remain silent.

69. As a matter of pretext, the City, its Council, and the Mayor terminated Mr. Clark based on unsubstantiated passing references in a criminal complaint that was not even filed against Mr. Clark and unfounded allegations from Assistant Police Chief Roy, a disgruntled police officer who was upset with the disciplinary action that Mr. Clark previously imposed on him.

70. Since "an arrest without conviction is not grounds for removal," 40 P.L.E. Public Officers and Employees § 154, the City, its Council, and the Mayor lacked just cause to terminate Mr. Clark, *a fortiori*, because Mr. Clark was not even arrested for allegedly committing a crime.

71. In addition, or in the alternative, the Code provided Mr. Clark with certain procedural protections and likewise a constitutionally protected property interest in his continued employment.

72. Section 1-7 of the Code (Interpretation of provisions) provides as follows:

In interpreting and applying the provisions of the Code, they shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience and general welfare. Where the provisions of the Code impose greater restrictions or requirements than those of any statute, other ordinance, resolution or regulation, the provisions of the Code shall control. Where the provisions of any statute, other ordinance, resolution or regulation impose greater restrictions or requirements, the provisions of such statute, other ordinance, resolution or regulation shall control.

73. Chapter 5 of the Code is known as the Administrative Code of the City of DuBois.

74. Pursuant to § 5-6.A(1) of the Code, the City Manager is the chief administrative officer of the City of DuBois, responsible to direct, supervise and manage the administration of all departments, offices and agencies of the City, except the Volunteer Fire Department.

75. Pursuant to § 5-13.A of the Code, the Police Department shall be under the direction of the Chief of Police.

76. Chapter 17 of the Code provides for a Civil Service Board for the City of DuBois (“the Civil Service Board”) and provides at § 17-2 that “All persons desiring to make application for the police force of the City of Dubois ... shall submit themselves to said Board for examination”¹

77. Section 17-4 of the Code further provides that “Provisions of this chapter shall apply to all employees of the said Police Department; and all appointments made under the provisions of this chapter shall be for and during good behavior; and no employee shall be removed or transferred for any political reasons whatever.”

78. Even though Chapter 17 of the Code does not exclude chiefs, Mr Clark was not required to submit himself to the Civil Service Board for examination as part of his hiring process.

79. Nonetheless, Section 17-4 of the Code vested Mr. Clark with a right to continued employment during good behavior and not to be terminated “for any political reasons whatever.”

80. The City Council’s stated reasons for its purported termination of Mr. Clark were pretextual, and its real reasons were political.

81. During his entire employment with the City, Mr. Clark maintained good behavior.

82. Chapter 51 of the Code is known as the Personnel Code of the City of DuBois.

¹ In contrast, 11 Pa.Cons.Stat § 14401 provides that no individual may be appointed to a ny uniformed position in the police or fire departments, “excluding chiefs,” unless the individual passed all civil service examinations and was appointed in the manner and according to the terms, provisions and conditions of the Civil Service chapter (Chapter 144) of the Third Class Cities Code

83. Section 51-4.A of the Code explains that all offices and positions of the City are allocated to the career class and the exempt class.

84. Section 51-4.B(2) provides that department heads are in the exempt class.

85. Section 51.D of the Code provides as follows:

Unless specifically stated otherwise herein, this chapter and the rules and regulations adopted hereunder shall apply to employees only in the career class who hold positions in a career class and shall apply to the exempt service only when specifically stated otherwise.

86. Chapter 17 of the Code made no such distinctions between career class and exempt class employees and those distinctions are only made applicable to Chapter 51 and the rules and regulations thereunder.

87. Section 51-7 of the Code provides for the general powers, duties and responsibilities of the City Manager and Section 51-7.B(9) requires the City Manager to “Establish a system for discipline, grievance hearings and appeals for all employees not covered by an employee contract.”

88. Section 51-8 of the Code establishes a Personnel Board and Section 51-8 D(3) provides that the Personnel Board may conduct hearings for employees concerning personnel matters.

89. Section 51-10.C purports to “repeals provisions of the Third Class City Code which are inconsistent or in conflict with the personnel provisions enacted in this Optional Plan and enacted pursuant to this plan” while Section 51-10.D(5) deems 11 Pa.Cons.Stat. 14408 to be “not consistent or in conflict with this plan.”

90. Meanwhile, Section 51-10.E(3) deems 11 Pa Cons.Stat. § 14407 to be “consistent and not in conflict with this plan” and considers it a part of the City of DuBois Personnel Code.

91. 11 Pa Cons.Stat § 14407, in turn, provides certain appeal rights.

92. Section 51-19 of the Code provides that the Manager shall appoint or promote, demote or dismiss all department heads.

93 In addition, pursuant to § 5-6.A(5) of the Code “Prior to any hiring, appointment, suspension, layoff or firing, etc., approval must be given by the Mayor and City Council ”

94. Those procedures were not followed in that Mr. Clark was not dismissed/fired by City Manager Nasuti with approval by the Mayor and City Council.

95. Instead, the City Council purported to terminate Mr. Clark’s employment as Police Chief by motion at the City Council Meeting on April 8, 2024. See Exhibit C.

96. Section 51-22 of the Code provides that employees who receive a satisfactory evaluation report signed by the appointing authority shall be given tenured career service and further provides that.

Employees of the tenured career service status shall be removed or discharged from employment with the City for causes specified herein and in accordance with this chapter. The tenure of every career service employee shall be conditioned on good behavior and satisfactory performance of duties

97 Section 51-27 of the Code (Appeals) provides as follows:

It is the policy of the Council that all employees shall be given the right of appeal. For the protection of employees in cases where a supervisor disciplines an employee, the supervisor shall advise the employee of his rights to appeal. The employee’s acknowledgment will be appended to any material filed in the employee’s personnel file. Similarly, in cases of suspension, demotion and dismissal, the Manager shall advise the employee of his right to appeal and obtain acknowledgment thereof.

98. Mr. Clark was never advised of any right to appeal nor afforded any kind of opportunity to appeal the decision to terminate his employment

99. Section 51-30.B(5) of the Code provides that “Dismissals are discharges or separations made for misconduct and/or incompetence or inability to perform the work of the position satisfactorily All dismissals are made by the appointing authority.”

100. Therefore, the City and its Council (including the Mayor) terminated Mr. 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.

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

WHEREFORE, Mr. 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

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

103. 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).

104. In voting to terminate Mr. Clark, Councilman Gelfand retaliated against Mr. Clark because Mr. Clark was about to issue, or was in the process of issuing, Councilman Gelfand parking citations and had reported such violations to City Manager Nasuti

105. In voting to terminate Mr. Clark, Councilwoman Jackson retaliated against Mr. Clark because Mr. 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 and had reported such violations and alleged criminal acts to City Manager Nasuti.

106. In voting to terminate Mr. Clark, Mayor Reasinger retaliated against Mr. Clark because Mr. Clark was in the process of preparing to file criminal charges against Mayor Reasinger and had reported such alleged criminal acts to City Manager Nasuti.

107. Individually and/or collectively, Councilman Gelfand, Councilwoman Jackson, and Mayor Reasinger (a majority of the City Council) terminated Mr. 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 and for reporting that wrongdoing to City Manager Nasuti.

108. Indeed, in and of itself, the vote of Mayor Reasinger to terminate Mr. Clark infected the entire vote of the City Council and, standing alone, was a substantial contributing factor in the overall decision to terminate Mr. Clark.

109. Upon information and belief, Mayor Reasinger exercised his authority as the mayor to improperly influence and convince Councilman Gelfand and Councilwoman Jackson to vote to terminate Mr. Clark.

110. 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 Mr. Clark directed others to report him/her or them for committing wrongdoing and was about to report him/her or them for committing wrongdoing.

111. The reasons stated for terminating Mr. 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 Mr. Clark and unfounded allegations from Assistant Police Chief Roy, a disgruntled police officer who was upset with the disciplinary action that Mr. Clark previously imposed on him.

112. The reasons stated for terminating Mr. 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 Mr. Clark with an opportunity to respond. Further, the District Attorney's Office never filed criminal charges against Mr. Clark, and no court has ever held that Mr. Clark committed illegal searches and seizures or obtained a confession in an unlawful manner.

113. Therefore, the City, acting by and through Councilwoman Jackson, Councilman Gelfand, and/or Mayor Reasinger terminated Mr. 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, Mr. 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)

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

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

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

117. The Pennsylvania statutory law and Code provisions mandating that a police officer can only be terminated for just cause were 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.”))

118. To the extent Section 2 of the Employment Agreement purports to designate Mr. 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).

119. The City did not terminate Mr. Clark for just cause.

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

that Mr. Clark previously imposed on him. See 40 P.L.E. Public Officers and Employees § 154 (stating that “an arrest without conviction is not grounds for removal”).

121 Because the City terminated Mr. Clark without just cause, the City breached the Employment Agreement and is liable to Mr. Clark for breach of contract.

WHEREFORE, Mr. 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**

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

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

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

125. 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 Mr. Clark for the remainder of the contractual term.

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

127. Therefore, in terminating Mr Clark prior to the expiration of his contractual term of employment, the City breached the Employment Agreement and is liable, among other things, to Mr. 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.”).

128. Moreover, § 51-19 of the Code provides that the Manager shall appoint or promote, demote or dismiss all department heads

129. While § 5-6.A(5) of the Code provides that “Prior to any hiring, appointment, suspension, layoff or firing, etc., approval must be given by the Mayor and City Council,” nothing gives the Mayor and City Council the power to fire the police chief.

130. Chief Clark was not dismissed/fired by City Manager Nasuti with approval by the Mayor and City Council.

131. Instead, the City Council purported to terminate Mr. Clark’s employment as Police Chief by motion at the City Council Meeting on April 8, 2024. See Exhibit C.

132. Until and unless a person with proper authority to terminate the police chief terminates his employment, “former” Chief Clark remains employed by the City and his Employment Agreement remains in effect.

133 Therefore, by treated him as if he was properly terminated, the City breached the Employment Agreement and is liable, among other things, to Mr. Clark for his wages and other forms of remuneration under his Employment Agreement for the balance or remainder of the contractual term, or until December 31, 2026

WHEREFORE, Mr. 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

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

135. “[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).

136. 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.”).

137. “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)

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

139. In terminating Mr. 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.

140. In terminating Mr. 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 Mr. Clark for reasons that were based on purely personal animus.

141. In terminating Mr. Clark, Council Gelfand, Councilwoman Jackson, and Mayor Reasinger were effectively acting in an individual capacity and with actual malice for their own personal benefit, as opposed to in an official capacity, and abused the authority granted to them as members of the City Council.

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

143. WHEREFORE, Mr. 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

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

145 “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)

146. In terminating Mr 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

147. City Manager Nasuti aided and abetted Council Gelfand, Councilwoman Jackson, and Mayor Reasinger in their scheme to terminate Mr. Clark’s employment City Manager Nasuti apparently approved the decision to place Mr. Clark on administrative leave, authored the Loudermill Letter, declined the Mr 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 Mr. Clark would potentially investigate the matter. See Exhibits B and D.

148. Assistant Police Chief Roy fueled, aided, and abetted Council Gelfand, Councilwoman Jackson, and Mayor Reasinger in their scheme to terminate Mr. Clark’s employment.

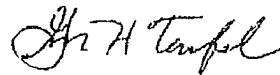
Assistant Police Chief Roy authored the Roy Letter, which made false and baseless allegations against Mr. Clark, motivated solely by personal animus and vindictiveness, and constituted an overt attempt to encourage and persuade the City Council to terminate the Employment Agreement and commit the tort of intentional interference with contractual relations.

149. Therefore, Councilman 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 Mr. Clark.

WHEREFORE, Mr. 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,



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Attorneys for Plaintiff Blaine Clark

Dated: August ~~22~~²³, 2025