

**IN THE DISTRICT COURT OF ROGERS COUNTY
STATE OF OKLAHOMA**

CLERK OF THE DISTRICT COURT
ROGERS COUNTY, OKLAHOMA

JAN 17 08

MARILYN McCLAIN GOFF,)
Plaintiff,)
v.)
SHEREE L. HUKILL, individually and)
DR. JOE A. WILEY, individually and)
STATE OF OKLAHOMA, ex rel., BOARD OF)
REGENTS OF THE UNIVERSITY OF)
OKLAHOMA, CAMERON UNIVERSITY AND)
ROGERS STATE UNIVERSITY)
Defendants.)

CANDI CZAPARSKY, COURT CLERK

Case No. CJ-2008-31


DEPUTY

PLAINTIFF'S FIRST AMENDED PETITION

COMES NOW the Plaintiff Marilyn McClain Goff (Plaintiff) and hereby submits her First Amended Petition in the above matter. In support thereof, Plaintiff alleges and states as follows:

1. Plaintiff is an individual who is a former employee of Defendant State of Oklahoma, ex rel. Board of Regents of the University of Oklahoma, Cameron University and Rogers State University (RSU or the University). Plaintiff had worked at RSU for approximately fifteen-and-a-half years.
2. Dr. Joe A. Wiley is the President of RSU and was a decision maker for RSU and participated in the termination of Plaintiff.
3. That Sheree L. Hukill was Plaintiff's immediate supervisor and was the executive director and made the decision to terminate Plaintiff.
4. Plaintiff was hired by RSU on March 16, 1992.
5. The Board of Regents of Rogers State University is the governing body of Rogers State University and Rogers State University is a state university.



IMAGED

6. Plaintiff was terminated by Defendant on October 11, 2007 and at the time of her termination she was a program director.

7. Plaintiff had an employment contract with Defendant as set forth, *inter alia*, in the policies and procedures utilized by RSU, its representatives and employees.

8. Pursuant to the employment contract, Plaintiff could only be terminated from her employment upon certain conditions and was entitled to certain procedures prior to being terminated. This includes mandatory positive and progressive discipline policies, which includes only able to be terminated for a commission of a major offense or after the implementation of positive discipline. In this case, positive discipline was not utilized nor did Plaintiff commit a major offense, or any offense for that matter. The stated reason for Plaintiff's termination was that she could not get along with people which was not true and was a fabrication created by Defendants Wiley and Hukill. Further, Defendant Hukill was not authorized to terminate Plaintiff but did so anyhow.

9. On October 11, 2007 and thereafter, RSU breached its contractual obligations with Plaintiff by terminating her in violation of her contract and failing to comply in conformance with her employment contract in numerous respects.

10. Plaintiff has been caused to hire an attorney and should be awarded her reasonable attorney fees and costs expended herein.

11. As a result of RSU's conduct, Plaintiff has suffered damages including loss wages, diminished earning capacity, and financial damages in excess of \$10,000.00.

12. Additionally and/or alternatively, Plaintiff had a reasonable expectancy of continued employment with RSU thus triggering Plaintiff's due process rights.

13. That Plaintiff was entitled to procedural due process prior to being terminated.

14. Plaintiff was terminated without being afforded adequate procedural due process in violation of the Fourteenth Amendment of the United States Constitution.

15. That Defendants Hukill and Wiley are individuals who ultimately terminated Plaintiff and violated clearly established law in terminating her without affording her procedural due process.

16. That Defendants Wiley and Hukill are policy makers and/or individuals with supervisory authority and the conduct by them was taken under color of law.

17. Defendants Hukill and Wiley utterly, completely and totally failed to provide Plaintiff procedural due process prior to her termination and as such Defendants Hukill and Wiley are liable to Plaintiff pursuant to 42 U.S.C. § 1983.

18. Additionally, the University was involved in a pending dispute with another employee. Such employee threatened impending litigation against the University for discrimination and unlawful conduct by the University and its representatives. This matter ultimately settled via a monetary settlement that the University paid the employee.

19. The University had its attorney working on the employee's dispute and the employee had her own private counsel working on the dispute.

20. That Plaintiff had a telephone conference with the University's legal counsel pursuant to his request to discuss the dispute between the University and the other employee as well as the facts and circumstances of other employee's disputes with the University. Plaintiff expressed apprehension about cooperating in the investigation with the RSU's counsel and was assured by RSU's legal counsel that she would not be fired nor retaliated against in any way for discussing the investigation with him. Under these assurances, Plaintiff discussed the investigation with RSU's attorney and was

open, honest and candid and expressed her support for some of the employees at issue and questioned the way Hukill was supervising the University and her department.

21. Plaintiff's communication with the RSU's counsel touched upon a matter of public concern and this communication with RSU's counsel was protected speech by the First Amendment of the United States Constitution.

22. That Defendants Hukill and Wiley retaliated against Plaintiff for her communications with the RSU's counsel. Defendants Wiley and Hukill retaliated against Plaintiff by terminating her and her communication with the RSU's attorney was a significant motivating factor in her termination. In fact, Defendant Hukill, in a document created by RSU after Plaintiff's termination, Plaintiff was admonished for "improper contact" with RSU legal counsel without prior approval". This admonishment was inserted into Plaintiff's personnel file as well as other documents after her termination and was created after the fact in a fraudulent attempt by Hukill to justify her termination.

23. Defendants Hukill and Wiley further demonstrated their desire to suppress First Amendment rights of their employees in general and Plaintiff specifically in numerous respects. Plaintiff was also admonished in the same fabricated document created for "[i]mproper contact with RSU Personnel, Accounting, and Computing Services personnel" as well as "[i]mproper contact with outside agencies after being instructed not to do so".

24. That Defendants Wiley and Hukill had a policy of not allowing anyone from one department to speak on any matter to employees of other departments. Similarly, employees were not allowed to talk to any outside agencies about the operations of RSU.

25. Defendants Wiley and Hukill operated in a cloud of secrecy despite being employed by a public university. Secrecy in the running of public body is prohibited under the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. and antithetical to open and honest operation of a public university and government body, which RSU is.

26. Defendant Wiley and Hukill continued their cloud of secrecy by terminating Plaintiff and withholding Plaintiff's accrued annual leave pay from her and conditioning the receipt of Plaintiff's accrued annual on the signing of a "general release and settlement agreement" requiring Plaintiff to release any claims that she has against RSU in order to receive her accrued annual leave to which she is entitled to anyhow. Further, part of the general release and settlement agreement that Defendants Wiley and Hukill attempted to have Plaintiff sign contained a gag order prohibiting Plaintiff from discussing the agreement, despite RSU being a public body and despite a gag order being prohibited by the ORA. In a dispute between RSU and another employee referenced above, the University settled with the other employee and that settlement agreement also imposed a gag order on the other employee as well, again, despite the clear provision in the ORA to the contrary.

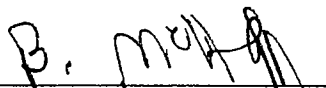
27. Defendants Wiley and Hukill have acted with conscious disregard for the federally secured rights of Plaintiff and as such punitive damages in excess of \$10,000.00 should be assessed against them.

28. As a result of the conduct of Defendants Wiley and Hukill, Plaintiff has sustained actual damages in excess of \$10,000.00.

29. Plaintiff anticipates filing an amended petition adding claims under state law, including numerous tort claims upon exhaustion of her remedies under the

Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq., as well as Title VII of the Civil Rights Act of 1964 also upon exhaustion of her procedural requisites.

WHEREFORE, Plaintiff respectfully requests judgment against the RSU as to Plaintiff's breach of contract claim in excess of \$10,000.00, Plaintiff additionally requests judgment against Defendants Wiley and Hukill individually pursuant to 42 U.S.C. § 1983, the costs of this action, a reasonable amount of attorney fees, punitive damages against Defendants Wiley and Hukill and any other and further relief that this Court deems proper.



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JURY TRIAL DEMANDED

ATTORNEY LIEN CLAIMED

I, Candi Czapsky, Court Clerk for Rogers County, Oklahoma hereby certify that the foregoing is a true and correct and full copy of the instrument herewith set out as appears of record in the Court Clerk's Office of Rogers County.

Oklahoma this 10 day of Feb 2008
By [Signature] DEPUTY Candi Czapsky COURT CLERK