

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

SHAWN CORDELL,)	
)	Case No. 1:18-CV-00081
Plaintiff,)	
)	Reeves/Steger
v.)	
)	JURY DEMAND
CITY OF DUNLAP and DWAIN LAND)	
in his official capacity as Mayor of the)	
City of Dunlap and in his individual capacity,)	
)	
Defendants.)	

ANSWER OF CITY OF DUNLAP AND MAYOR DWAIN LAND

COME defendants, City of Dunlap and Mayor Dwain Land, through their attorneys, and for Answer to the Complaint state as follows:

I.

In response to Section I of the Complaint titled “The Parties,” Defendants are currently without sufficient information to admit or deny whether the Plaintiff is a resident of Sequatchie County, Tennessee, as such the same is hereby denied.

Defendants admit the City of Dunlap is a governmental entity organized and existing under the laws of the State of Tennessee.

Defendants admit Dwain Land is a citizen and resident of Sequatchie County, Tennessee, and at all relevant times was the elected Mayor of the City of Dunlap.

Defendants submit paragraph 5 of the Complaint contains a legal conclusion to which no response is required. To the extent a response to paragraph 5 is required, the same is hereby denied.

II.

In response to Section II of the Complaint titled “Jurisdiction and Venue,” Defendants admit jurisdiction and venue are proper in this Court.

III.

In response to Section III of the Complaint titled “General Allegations,” Defendants admit the Plaintiff was an employee of the City of Dunlap in May 2017 until his termination on May 11, 2017.

In response to paragraph 9, it is admitted Plaintiff was not disciplined. The remainder of the allegations in the paragraph are denied.

Defendants admit the allegations in paragraph 10.

Defendants admit the allegations in paragraph 11.

In response to paragraph 12, Defendants admit that Mayor Dwain Land assured Plaintiff that he would not seek reprisal for the contested mayoral race. The remainder of the allegations in paragraph 12 are denied.

In response to paragraph 13, the allegations contained therein are hereby denied.

In response to paragraph 14, Defendants are currently without sufficient information to admit or deny the allegations contained therein, as such, the same are hereby denied.

Defendants admit the allegations in paragraph 15 to the extent that Mayor Dwain Land was aware of Plaintiff’s position regarding his sister-in-law. The remainder of the allegations in paragraph 15 are denied.

Defendants admit the allegations in paragraph 16.

Defendants admit the material allegations contained in paragraph 17. However, to the extent the allegations of paragraph 17 infer any wrongdoing on behalf of Defendants, the same is hereby denied.

It is specifically denied that the Plaintiff's termination was based on false claims or false pretenses.

IV.

In response to Count I of the Complaint, Defendants hereby incorporate by reference their responses in Sections I-III as though fully set forth herein.

Defendants submit paragraph 19 contains a legal conclusion to which no response is required. To the extent a response to paragraph 19 is required, the same is hereby denied.

Defendants submit paragraph 20 contains a legal conclusion to which no response is required. To the extent a response to paragraph 20 is required, the same is hereby denied.

Defendants deny the allegations in paragraph 21.

Defendants admit the material allegations in paragraph 22. To the extent paragraph 22 infers the Plaintiff's termination was wrongful, the same is hereby denied.

Defendants deny the allegations in paragraph 23.

Defendants deny the allegations in paragraph 24.

In response to the Prayer for Relief, Defendants deny Plaintiff is entitled to any of the requested relief. Strict proof is required as to any alleged damages.

V.

All allegations, contentions and conclusions in the Complaint which in any way may be pertinent to or material to any alleged liability on the part of the City of Dunlap or Mayor Dwain Land in his official and individual capacities which have not been admitted, explained or denied are here and now denied as though specifically denied.

VI.

And now, having fully responded to the specific allegations of the Complaint, these Defendants assert the following affirmative defenses:

- (1) Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
- (2) Mayor Dwain Land is entitled to qualified immunity. To the extent the Plaintiff may assert he is seeking individual damages against Mayor Dwain Land in terms of actual damages or attorney's fees or cost, then Mayor Dwain Land affirmatively maintains that he is immune from suit and any such recovery pursuant to the doctrine of qualified immunity. Pursuant to the doctrine of qualified immunity, Mayor Dwain Land's actions were at all times reasonable and necessary given the actions and inactions of the Plaintiff at all times relevant and as it pertains to the Complaint filed against him.
- (3) The City of Dunlap relies upon the defense of common law and sovereign immunity.
- (4) The Defendants rely upon the immunities, terms, limitations, defenses, etc., contained in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*
- (5) These Defendants reserve the right to amend this Answer pending discovery.
- (6) The City of Dunlap would show that punitive damages are not recoverable as damages.

- (7) The Defendants would show that Plaintiff was an at-will employee.
- (8) Mayor Dwain Land affirmatively denies that the Plaintiff is entitled to the relief asserted against him and raised in the Complaint. Mayor Dwain Land affirmatively maintains that upon a dismissal of all claims raised against him that he should be entitled to all costs, including, but not limited to, attorneys' fees pursuant to 42 U.S.C. § 1988.

WHEREFORE, Defendants, City of Dunlap and Mayor Dwain Land, in his official and individual capacities, pray for the following:

- (A) That this Complaint be dismissed with prejudice;
- (B) That the Court award attorneys' fees to these Defendants;
- (C) That the Court award costs, including discretionary costs, to these Defendants;
- (D) For any other relief which this Honorable Court sees fit; and
- (E) That this trial be conducted before a jury.

Respectfully submitted,

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*Attorneys for Defendants, City of Dunlap and
Dwain Land in his official capacity as Mayor
of the City of Dunlap and in his individual
capacity*

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of June, 2018, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. Mail. Parties may access this filing through the Court's electronic filing system.

This the 20th day of June, 2018.

Robinson, Smith & Wells, PLLC

By: s /Ronald D. Wells

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