

IN THE DISTRICT COURT OF BUFFALO COUNTY, NEBRASKA

JONATHAN CARSON,	)	Case No. CI 24-
	)	
Plaintiff,	)	
	)	<b>COMPLAINT</b>
v.	)	
	)	
AMBER GARNER and JOHN OR	)	
JANE DOE,	)	
	)	
Defendants.	)	

COMES NOW the plaintiff, by and through his attorneys, Nathan T. Bruner and Bergan E. Schumacher, for his causes of action against Defendants, states as follows:

**Jurisdiction**

- 1) Plaintiff (hereinafter “Carson”) is a resident of Buffalo County, Nebraska.
- 2) Defendant Garner (hereinafter “Garner”) is a resident of Buffalo County, Nebraska.
- 3) Defendant(s) John or Jane Doe (hereinafter “Does”) are residents of Buffalo County, Nebraska.

**Venue**

- 4) All acts described herein occurred in Buffalo County, Nebraska.

**Facts common to all causes of action**

- 5) Since 2012 Carson has been employed as a teacher with Kearney Public Schools, with the last five years at Kearney High School.
- 6) Since 2009, Carson has also been employed in a coaching capacity at Kearney Public Schools, with the last year and a half as the Kearney High School Varsity Girl’s basketball coach. Carson was paid \$8,646.00 per year for his services as the Kearney High School Varsity Girl’s basketball coach.
- 7) On or about November 10, 2023, Carson was instructed to appear at the office of Kearney High School principal, Jeff Ganz (hereinafter “Ganz”).
- 8) The plaintiff appeared at Ganz’s instruction. Ganz informed Carson of “many” allegations. No further information was given.
- 9) Kearney Public School Board Policy 4034(b)-AE and Certified Staff Handbook Policy Chapter 7 require that complaints against faculty members are to be filed with the building principal, in this case, Ganz.

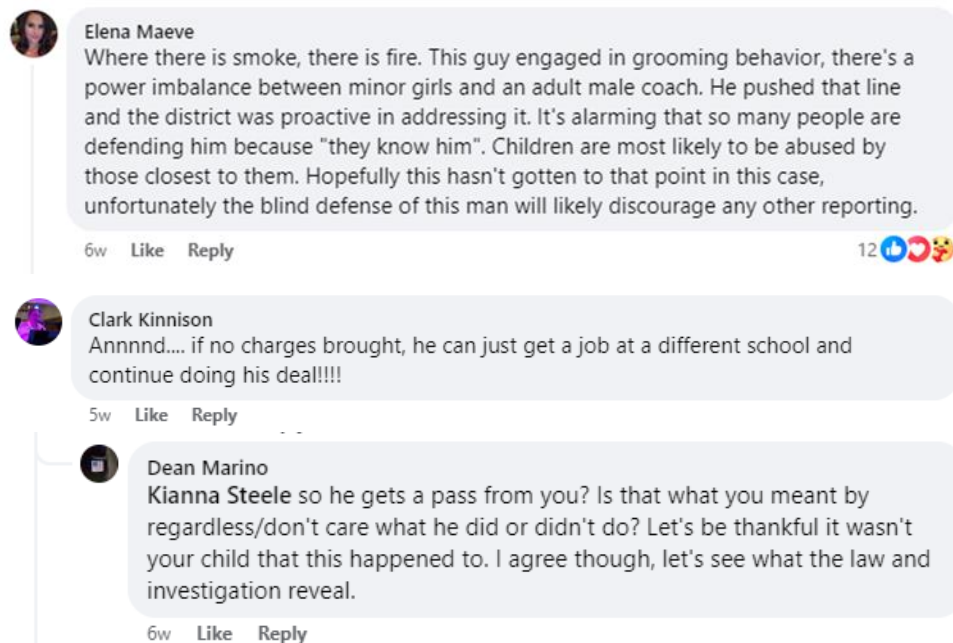
- 10) Following receipt of said complaint, arrangements are to be made for a meeting between the complainant, the proper administrator, and the person against whom the complaint is intended.
- 11) At that meeting, a written record is to be created on “Complaint Form A” and filed in the Kearney Public Schools Administration Building.
- 12) No such meeting occurred.
- 13) No such Complaint Form A was ever created.
- 14) No such Complaint Form A was ever filed in the Kearney Public Schools Administration Building.
- 15) No such Complaint Form A was ever provided to Carson, as required by Kearney Public School Board Policy.
- 16) Carson was not permitted to file Complaint Form B, in response to Complaint Form A, as required by Kearney Public School policy.
- 17) Kearney Public School Policy 4034(b)-AE requires that complaints not filed according to the policy “will not be acted upon nor shall they be recorded or given any other official recognition.”
- 18) Kearney Public Schools Classified Employee Handbook Section 4-F provides a discipline procedure that requires a verbal warning, a written warning, and then discipline.
- 19) Carson was not provided that procedure by Ganz.
- 20) Further, Kearney Public Schools Classified Employee Handbook Section 4 requires that if an employee in an “at-will” relationship is terminated, they are to be provided a written review of termination documentation. The employee is then provided with an opportunity to respond in writing to the termination documentation.
- 21) Carson was not provided that procedure by Ganz.
- 22) Carson was never given a chance to rebut the allegations.
- 23) Ganz never reported child abuse or neglect by Carson to the proper law enforcement agency or other agency as required by law.
- 24) As such, the identities of Does remain unknown.
- 25) Nonetheless, Ganz acted. Later, Kearney Public Schools Superintendent Jason Mundorf gave the complaints official recognition by issuing a statement to local media on December 13, 2023.
- 26) Carson was instructed to appear in Ganz’s office a second time, where Ganz informed Carson of the allegations (hereinafter “Allegations”) against him:

- a. Maintaining a flirtatious relationship with a student-athlete that he coached on the Kearney High School Varsity Girl's basketball team.
  - i. No such relationship existed.
- b. Providing preferential treatment to a specific student-athlete because of the flirtatious relationship.
  - i. No such preferential treatment was provided, and no such relationship existed.
- c. "Fishing" for compliments from student-athletes.
  - i. No such "fishing" occurred.
- d. Playing the song, "WAP," while driving a Kearney Public School van with Kearney Public Schools student passengers.
  - i. Carson was driving his team to a summer basketball tournament in his personal vehicle. A member of the team was playing her personal music, from her phone, over Carson's vehicle's sound system. "WAP" began to play. Carson immediately instructed the player to change the song and the player complied, changing the song.
- e. Taking a "selfie" with student-athletes who "were clad in bikinis" on a summer trip. The "selfie" was this picture:



- 27) After reporting to Ganz's office the second time and learning the foregoing, Ganz gave Carson an ultimatum: resign within 2 hours or be fired.
- 28) Despite the failure to follow Kearney Public School policy, Carson was effectively/constructively terminated from his position as the Kearney High School Varsity Girl's basketball coach.

- 29) On November 13, 2023, the Kearney Hub reported that Carson had resigned as the Kearney High School Varsity Girl's basketball coach.
- 30) Following Carson's resignation, he was the victim of rumors and innuendo throughout the Kearney community and beyond, including but not limited to members of the public suggesting on Facebook that Carson was grooming minor girls:



- 31) Carson addressed the rumors, innuendo, and allegations at the December 11, 2023 Kearney Public Schools Board Meeting.
- 32) Two days after Carson spoke publicly to defend his name to the Kearney Public School Board, Kearney Public Schools retaliated with preparing a complaint against Carson to be filed with the Nebraska Commissioner of Education, Professional Practices Commission, alleging that Carson had committed a grooming violation.
- 33) Kearney Public Schools filed the complaint on December 20, 2023.
- 34) At least 37 days went by from the date Kearney Public Schools knew of the Allegations and filed their complaint against Carson with the Nebraska Commissioner of Education.
- 35) During those 37 days, Kearney Public Schools permitted Carson to teach with no restrictions.

36) Carson continues to teach to this day with no restrictions.

**Count One—Slander**

37) Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth.

38) The Allegations were spoken by John and/or Jane Doe(s).

39) The Allegations were intended to describe a sexual relationship between Carson and the minor student.

40) The Allegations were intended to describe a grooming relationship between Carson and the minor student.

41) The Allegations are false.

42) The Allegations imply a provably false factual assertion.

43) The Allegations tend to harm the reputation of Carson as to lower him in the estimation of the community or to deter third persons from associating or dealing with him.

**Count Two—Slander with Actual Malice**

44) Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth.

45) The Allegations were spoken by John and/or Jane Doe(s).

46) The Allegations were intended to describe a sexual relationship between Carson and the minor student.

47) The Allegations were intended to describe a grooming relationship between Carson and the minor student.

48) The Allegations are false.

49) The Allegations imply a provably false factual assertion.

50) The Allegations tend to harm the reputation of Carson as to lower him in the estimation of the community or to deter third persons from associating or dealing with him.

51) The Allegations were made with actual malice.

**Count Three—Slander *per se***

52) Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth.

53) The Allegations were spoken by John and/or Jane Doe(s).

54) The Allegations were intended to describe a sexual relationship between Carson and the minor student.

55) The Allegations were intended to describe a grooming relationship between Carson and the minor student.

- 56) The Allegations are false.
- 57) The Allegations imply a provably false factual assertion.
- 58) The Allegations tend to harm the reputation of Carson as to lower him in the estimation of the community or to deter third persons from associating or dealing with him.
- 59) The Allegations falsely imputed that Carson committed grooming, which is defined by the Nebraska Department of Education as an act of moral turpitude.

**Count Four—Invasion of Privacy**

- 60) Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth.
- 61) The Allegations were spoken by John and/or Jane Doe(s).
- 62) The allegations were intended to describe a sexual relationship between Carson and the minor student.
- 63) The Allegations were intended to describe a grooming relationship between Carson and the minor student.
- 64) The Allegations are false.
- 65) The Allegations imply a provably false factual assertion.
- 66) The Allegations against Carson placed Carson in a false light that is highly offensive to a reasonable person.
- 67) John Doe and Jane Doe acted in reckless disregard as to the falsity of the publicized matter and the false light in which Carson was placed.

**Count Five—Slander**

- 68) Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth.
- 69) In March 2021, Garner told a Buffalo County citizen that Carson was engaged in an inappropriate relationship with one of his players.
- 70) Garner told the Buffalo County citizen that the player's playing time was a result of the inappropriate relationship with Carson.
- 71) During that same time, Garner had a daughter on Carson's team that played the same position as the player with whom Carson was accused of having an inappropriate relationship.
- 72) Garner's allegations were intended to describe a sexual relationship between Carson and the minor.
- 73) Alternatively, Garner's allegations were intended to describe a grooming relationship between Carson and the minor.

- 74) Garner's allegations falsely imputed that Carson committed crimes of moral turpitude or were so disinherit to Carson as to constitute slander per se.
- 75) Garner's allegations are false.
- 76) Garner's allegations imply a provably false factual assertion.
- 77) Carson first learned of Garner's allegations after he was effectively terminated by Ganz.
- 78) On or about November 27, 2023, Carson served demand for retraction on Garner. Carson demanded retraction in the Kearney Hub.
- 79) Garner ignored Carson's demand for retraction.

**Count Six—Invasion of Privacy**

- 80) Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth.
- 81) In March 2021, Garner told a Buffalo County citizen that Carson was engaged in an inappropriate relationship with one of his players.
- 82) Garner told the Buffalo County citizen that the player's playing time was a result of the inappropriate relationship with Carson.
- 83) During that same time, Garner had a daughter on Carson's team that played the same position as the player with whom Carson was accused of having an inappropriate relationship.
- 84) Garner's allegations were intended to describe a sexual relationship between Carson and the minor.
- 85) Alternatively, Garner's allegations were intended to describe a grooming relationship between Carson and the minor.
- 86) Garner's allegations by placing Carson before the public in a false light that was highly offensive to a reasonable person.
- 87) Garner acted in reckless disregard as to the falsity of the publicized matter and the false light in which Carson was placed.
- 88) Garner's allegations are false.
- 89) Carson first learned of Garner's allegations after he was effectively terminated by Ganz.
- 90) On or about November 27, 2023, Carson served demand for retraction on Garner. Carson demanded retraction in the Kearney Hub.
- 91) Garner ignored Carson's demand for retraction.

WHEREFORE, the plaintiff requests judgment against defendants as follows:

- a) Special Damages in the amount of \$172,920.00, consisting of Carson's coaching salary for the next 20 years;

- b) General damages in an amount which is fair and just, but not excessive, pursuant to the law of the State of Nebraska;
- c) Punitive damages in the amount of \$1,000,000.00 to be awarded to the school districts of Buffalo County, Nebraska and/or to the common school fund of the State pursuant to Article VII § 5 of the Constitution of the State of Nebraska, as plaintiff is acting *ex relations* for the State to recover said punitive damages to benefit the schoolchildren of Buffalo County, Nebraska and/or the schoolchildren of the State of Nebraska.

DATED: February 1, 2024.

JONATHAN CARSON, Plaintiff

By: /s/ Nathan T. Bruner

Nathan T. Bruner, NSBA # 23629

Bergan E. Schumacher, NSBA # 25734

of Bruner Frank

5804 1st Avenue

P.O. Box 2230

Kearney, NE 68848-2230

Phone: (308) 455-1046

[nbruner@nebraskalawfirm.net](mailto:nbruner@nebraskalawfirm.net)

[bschumacher@nebraskalawfirm.net](mailto:bschumacher@nebraskalawfirm.net)

Attorneys for Plaintiff