

IN THE CIRCUIT COURT OF LAWRENCE COUNTY
STATE OF MISSOURI

KRISSA SUE BLISS,

Plaintiff,

v.

CITY OF MARIONVILLE, MISSOURI,

Serve Mayor:

Angie Brenner

Marionville City Hall

107 S. Central Avenue

Marionville, Missouri 65705

CITY OF AURORA, MISSOURI,

Serve City Clerk:

Kamy Kulow

2 W. Pleasant Street

Aurora, Missouri 65605

and

WES COATNEY, individually,

Serve at Place of Employment:

Aurora-Marionville Police Department

106 S. Elliott

Aurora, Missouri 65605

Defendants.

Case No.

Division No.

PETITION FOR DAMAGES

JURY TRIAL DEMAND

**PETITION FOR SEX DISCRIMINATION, SEXUAL HARASSMENT, RETALIATION,
AIDER AND ABETTOR LIABILITY, ASSAULT, BATTERY,
FALSE IMPRISONMENT AND DEFAMATION**

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Plaintiff's
Petition for Sex Discrimination, Sexual Harassment, Retaliation, Aider and Abettor Liability,
Assault, Battery, False Imprisonment, and Defamation against Defendants City of Marionville,

Missouri, City of Aurora, Missouri, and Wes Coatney, individually and as Chief of Police of the Aurora-Marionville Police Department, states as follows:

PARTIES

1. Plaintiff Krissa Bliss is a resident of Lawrence County, Missouri, residing at Marionville, Missouri 65705.

2. Defendant City of Marionville, Missouri is a municipal corporation, organized and existing under Chapter 79 of the Revised Statutes of Missouri as a fourth class city, with its geographic boundaries wholly within Lawrence County, Missouri.

3. At all times relevant hereto, Defendant City of Marionville, Missouri employed six (6) or more employees for each working day.

4. Defendant City of Aurora, Missouri is a municipal corporation, organized and existing under Chapter 78 of the Revised Statutes of Missouri as a third class city with a council/commission form of government, with its geographic boundaries wholly within Lawrence County, Missouri.

5. At all times relevant hereto, Defendant City of Aurora, Missouri employed six (6) or more employees for each working day.

6. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri entered into a certain Police Service Cooperative Agreement to operate and maintain a police department known as the "Aurora-Marionville Police Department" providing policing and law enforcement services within the City of Aurora, Missouri and the City of Marionville, Missouri, in pertinent part, as follows:

a. Paragraph 1 of the Police Service Cooperative Agreement provides that: "The Aurora, Missouri Police Department shall render to Marionville, Missouri general police

services in the enforcement of the laws of the State of Missouri and the ordinances of the City of Marionville.”

b. Paragraph 2 of the Police Service Cooperative Agreement provides, in pertinent part, that: “The police officers of the Aurora Police Department shall... provide protection for Marionville... and shall perform such duties as are authorized by State statute and the Ordinances of Marionville and specifically section 110.145.”

c. Paragraph 3 of the Police Service Cooperative Agreement provides, in pertinent part, that: “The police officers of the Marionville Police Department shall... provide protection for Aurora... and shall perform such as are authorized by State statute and the Ordinances of Aurora.”

d. Paragraph 4(a) of the Police Service Cooperative Agreement provides for the joint staffing with officers “commissioned as police officers in both cities.”

e. Paragraphs 4(b) and (c) of the Police Service Cooperative Agreement provides, in pertinent part, that: “All evidence shall be maintained with the Aurora Police Department.”

f. Paragraph 4(g) of the Police Service Cooperative Agreement provides that: “Marionville shall maintain, without cost to the City of Aurora, all Marionville police facilities and equipment.”

g. Paragraph 4(h) of the Police Service Cooperative Agreement provides that the Defendant City of Marionville, Missouri shall maintain their own police department budget, shall provide pay and benefits to Marionville police officers, shall purchase equipment necessary for Marionville police officers, and shall pay fifty percent (50%) of the salary of the Aurora Chief of Police.

h. Paragraph 4(i) of the Police Service Cooperative Agreement provides that: “Aurora is responsible for the recording maintenance and processing of criminal and non-criminal reports, a 24-hour police reporting service, and enter[ing] all police service” and “Aurora shall provide monthly crime reports to Marionville in order to satisfy State required Uniform Crime Reporting.”

i. Paragraph 5 of the Police Service Cooperative Agreement provides that: “The Aurora Police Department shall be able to adjust beats and assignments to render general police services to Marionville in the enforcement of the law of Marionville and the State of Missouri in accordance with the terms of this Agreement.”

7. Defendant City of Aurora, Missouri, and Defendant City of Marionville, Missouri exercise joint control over the operation of the Aurora-Marionville Police Department as follows:

a. Defendant City of Aurora, Missouri, and Defendant City of Marionville, Missouri, jointly provide staffing, financial support, building and equipment, and other resources for the maintenance and operation of Aurora-Marionville Police Department.

b. Defendant City of Aurora, Missouri, manages the Aurora-Marionville Police Department and provides direct day-to-day supervision over law enforcements officers assigned to the Aurora-Marionville Police Department under a unified command structure led by the Chief of Police for Defendant City of Aurora, Missouri.

c. Defendant City of Aurora, Missouri, through its Human Resources Office, handles human resources and support services for the Aurora-Marionville Police Department, including, but not limited, to recruitment, non-discrimination training and policy compliance, and the investigation of discrimination, harassment and retaliation complaints.

d. At all times relevant hereto, Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, maintained separate websites stating, in pertinent part, that: “The City of Marionville and City of Aurora have an ongoing partnership to provide police services to both Aurora and Marionville. The police department is often referred to as AMPD, or Aurora-Marionville Police Department. With staffing from both cities, the Police Department is made up of 24 commissioned police officers, 3 full time Public Service Officers, 1 full time Administrative Assistant, 2 full time Animal Control Officers, a Municipal Court Bailiff that serves both cities, and a part time records clerk. Among the commissioned ranks, we have a patrol division made up of patrolmen, corporals, sergeants, and a patrol commander who reports to the Chief of Police. The patrol provides 24 hour a day police services to Aurora and Marionville.”

8. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri jointly or, in the alternative, separately employed Plaintiff Krissa Bliss as a “Captain of Detectives” and/or as a “Captain/Detective” within the Aurora-Marionville Police Department as follows:

a. Defendant City of Aurora, Missouri, and Defendant City of Marionville, Missouri, exercised general supervision and control over Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department, including, but not limited to, the terms and conditions of employment of Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department.

b. Defendant City of Marionville, Missouri, paid a fixed salary and provided insurance and other benefits to Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department, and exercised direct control over the terms and conditions of employment of Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department, including, but not limited to, (1) commission, licensure, and

assignment to Aurora-Marionville Police Department, (2) employment policies and practices, (3) general work duties, and (4) compensation as law enforcement officer, including salary and benefits.

c. Defendant City of Aurora, Missouri, under the unified command structure for the Aurora-Marionville Police Department, provided direct day-to-day supervision over Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department and exercised direct control over the terms and conditions of employment of Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department, including, but not limited to, (1) commission, licensure, and assignment to Aurora-Marionville Police Department, (2) employment policies and practices, (3) work duties and case assignments, (4) promotions, and (5) enforcement of standing orders and/or discipline.

d. Defendant City of Aurora, Missouri, commissioned and employed Plaintiff Krissa Bliss as a “reserve officer” and notified the Missouri Peace Officer Standards and Training Program of her commission and employment by Defendant City of Aurora, Missouri.

e. Defendant City of Marionville, Missouri, commissioned and employed Plaintiff Krissa Bliss as a “peace officer” and notified the Missouri Peace Officer Standards and Training Program of her commission and employment by Defendant City of Marionville, Missouri.

f. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, jointly exercised control over the commission and employment of Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department and each retained the separate right to terminate the commission and employment of Plaintiff Krissa Bliss as a law enforcement officer assigned to the Aurora-Marionville Police Department.

9. Defendant Wes Coatney is a resident of Lawrence County, Missouri, residing at 120 West Locust Street, Aurora, Missouri 65605.

10. At all times relevant hereto, Defendant Wes Coatney is and was jointly employed by Defendant City of Aurora, Missouri, and Defendant City of Marionville, Missouri, as the Chief of Police for the Aurora-Marionville Police Department.

JURISDICTION AND VENUE

11. Plaintiff Krissa Bliss asserts statutory claims under §213.055 R.S.Mo. and §213.070 R.S.Mo. for unlawful sex discrimination, sexual harassment, retaliation, and aider and abettor liability against Defendant City of Aurora, Missouri, and Defendant City of Marionville, Missouri, and common law tort claims for battery, assault, false imprisonment and defamation against Defendant Wes Coatney.

12. This Court has subject matter jurisdiction over this civil action pursuant to Article I, Section 14 of the Missouri Constitution (1945) and §478.070 R.S.Mo.

13. The acts of unlawful discrimination, sexual harassment, retaliation, assault, battery, and false imprisonment occurred and defamatory statements were made in Lawrence County, Missouri, at the Aurora-Marionville Police Department at 106 S. Elliott, Aurora, Missouri 65605, or within the police service area of the Aurora-Marionville Police Department.

14. Venue is proper in the Circuit Court of Lawrence County, Missouri, pursuant to §213.111 R.S.Mo. and §508.050 R.S.Mo.

15. Plaintiff Krissa Bliss has fully exhausted her administrative remedies as follows:

a. Plaintiff Krissa Bliss filed a certain Charge of Discrimination with the Missouri Commission on Human Rights on August 25, 2025, within 180 days of the acts, events and occurrences of discrimination, harassment and retaliation described herein.

b. Plaintiff Krissa Bliss participated in conciliation through the Missouri Commission on Human Rights.

c. Plaintiff Krissa Bliss obtained a certain Right to Sue Letter and Closure Notice from the Missouri Commission on Human Rights on March 23, 2026, and timely files this Petition in the Circuit Court of Lawrence County, Missouri within 90 days of the issuance of the Right to Sue Letter and Closure Notice from the Missouri Commission on Human Rights and within two (2) years of the acts, events and occurrences of discrimination, harassment and retaliation described herein.

d. Plaintiff Krissa Bliss has fully satisfied all conditions precedent set forth in §213.111 R.S.Mo. to maintain this action and/or to prosecute claims under the Missouri Human Rights Act, §213.010 R.S.Mo.

FACTUAL ALLEGATIONS APPLICABLE TO ALL COUNTS

A. PROTECTED CLASS.

16. Plaintiff Krissa Bliss is a female and is a member of a protected class under the Missouri Human Rights Act, §213.010 R.S.Mo., et seq., based on her sex.

B. EMPLOYMENT RELATIONSHIP.

17. At all times relevant hereto, Plaintiff Krissa Bliss is and was a peace officer duly licensed by the Missouri Peace Officer Standards and Training Program.

18. From 2012 to November 14, 2025, Plaintiff Krissa Bliss was jointly or, in the alternative, separately employed by Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, as a law enforcement officer assigned to the Aurora-Marionville Police Department and was commissioned as a peace officer and/or reserve peace officer with Defendant

City of Aurora, Missouri, and the Aurora Police Department and with Defendant City of Marionville, Missouri, and the Marionville Police Department.

C. WORK PERFORMANCE.

19. At all times relevant hereto, Plaintiff Krissa Bliss held the titles or positions of Captain of Detectives and/or Captain/Detective with the Aurora-Marionville Police Department.

20. At all times relevant hereto, Plaintiff Krissa Bliss possessed the qualifications, training and experience for the positions of Captain of Detectives and Captain/Detective and fully discharged her duties as Captain of Detectives and Captain/Detective.

21. During her employment with Defendant City of Aurora, Missouri, and Defendant City of Marionville, Missouri, Plaintiff Krissa Bliss received favorable reviews, commendations, promotions, and pay raises and maintained a good professional working relationship with her supervisors, co-workers and the general public.

22. From August 25, 2021 until the termination of the Police Service Cooperative Agreement, Defendant Wes Coatney is and was the Chief of Police of the Aurora-Marionville Police Department and exercised direct and/or general supervision over Plaintiff Krissa Bliss as a law enforcement officer assigned to Aurora-Marionville Police Department.

23. While employed as a peace officer, Plaintiff Krissa Bliss was not subject to any disciplinary action, including, without limitation, corrective actions, verbal warnings, written warnings, placement on performance improvement plans, suspensions, or termination.

D. PATTERN OF SEXUAL HARASSMENT.

24. Commencing after August 25, 2021 and throughout her employment as set forth herein, Defendant Wes Coatney engaged in a pattern of sexual harassment (“Sexual Harassment”) directed towards Plaintiff Krissa Bliss as follows:

a. Inappropriate comments and remarks of a sexual nature relating to her body, physical appearance and/or clothing;

b. Sexually explicit statements, questions, jokes and anecdotes;

c. Inappropriate questions, comments and remarks regarding sex, sexual relationships and/or sexual experiences;

d. Sexual advances and/or sexually suggestive comments, remarks and requests;

e. Physical assault, restraint and unnecessary physical contact that was sexual in nature;

f. Threats of sexual violence and rape;

g. Comments and remarks regarding sexual violence and rape and the reporting of sexual harassment and non-consensual sex intended to cause discomfort, embarrassment, shame and/or humiliation; and

h. Dismissive attitude toward female law enforcement officers.

25. The Sexual Harassment directed towards Plaintiff Krissa Bliss was unwelcome to Plaintiff Krissa Bliss, was not solicited by Plaintiff Krissa Bliss, and was not desired or condoned by Plaintiff Krissa Bliss.

26. The Sexual Harassment directed towards Plaintiff Krissa Bliss was severe where it included a physical assault, restraint, unnecessary physical contact and the threat of sexual violence

and rape and was pervasive where the other conduct constituting the Sexual Harassment was repeated, continuous and on-going.

27. The Sexual Harassment directed towards Plaintiff Krissa Bliss was so severe and pervasive that it altered the terms, conditions and privileges of employment and created a work environment that was hostile, abusive and intimidating and that would be found by a reasonable person to be hostile, abusive and intimidating.

E. SEXUAL ASSAULT INCIDENT.

28. On February 26, 2025, while working in the conference room at the Aurora Police Department, Defendant Wes Coatney sexually assaulted (“Sex Assault Incident”) as follows:

a. Defendant Wes Coatney approached Plaintiff Krissa Bliss from beside her and placed his one hand on her shoulder.

b. Defendant Wes Coatney then held an open pocketknife in menacing manner two to three inches from the neck and throat of Plaintiff Krissa Bliss.

c. While holding the pocketknife to her neck and throat, Defendant Wes Coatney stated “I’m going to rape you” to Plaintiff Krissa Bliss.

29. Plaintiff Krissa Bliss was shocked, terrified and rendered distraught by the Sexual Assault Incident and immediately responded by saying “What the fuck,” physically pushing Defendant Wes Coatney away from her, and escaping the conference room as soon as she had an opportunity to break free in distress.

F. REPORTING OF SEXUAL HARASSMENT.

30. On February 26, 2025, after the Sexual Assault Incident, Plaintiff Krissa Bliss objected to and opposed the Sexual Assault Incident and the Sexual Harassment and confronted Defendant Wes Coatney regarding the Sexual Assault Incident.

31. Defendant Wes Coatney acknowledged the Sexual Assault Incident and responded in a dismissive manner stating "it was a joke" indicating that he had placed the dull edge of the blade to her throat.

32. On or about February 27, 2025, Lieutenant Levi Bruner, Sergeant Daniel Gonzalez, and Officer Tatum Maples prepared formal memos documenting the Sexual Assault Incident and/or their observation relating to the Sexual Assault Incident.

33. The Sexual Assault Incident was initially reported to:

a. Carrie Howlett, then Acting City Manager for Defendant City of Aurora, Missouri, and Kamy Kulow, City Clerk and Human Resources Director for Defendant City of Aurora, Missouri; and

b. Erica Pierce, City Clerk for Defendant City of Marionville, Missouri.

34. After the initial reporting of the Sexual Assault Incident, Plaintiff Krissa Bliss filed a formal complaint with Amy Holder, Deputy City Clerk and Collector for Defendant City of Marionville, Missouri, reporting the Sexual Harassment and Sexual Assault Incident, who shared the complaint with Defendant City of Marionville, Missouri.

35. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, ratified and approved, or, in the alternative, permitted and condoned the Sexual Harassment and Sexual Assault Incident.

G. SUBSEQUENT INCIDENTS AND CONTINUED HARASSMENT.

36. Subsequent to Sexual Assault Incident, Plaintiff Krissa Bliss was subjected to continued sexual harassment ("Continued Sexual Harassment") as follows:

a. On February 26, 2025, and February 27, 2025, Defendant Wes Coatney commented on or made repeated references to the Sexual Assault Incident, characterized the Sexual Assault Incident as “a joke,” and described sexual violence and rape in gaming as “fun.”

b. On March 13, 2025, Defendant Wes Coatney entered the office of Plaintiff Krissa Bliss, closed the door to the office, apologized or attempted to apologize for the Sexual Assault Incident, and hugged or attempted to hug Plaintiff Krissa Bliss, which actions were unwelcome.

c. Based on information and belief, Defendant Wes Coatney disclosed the occurrence of the Sexual Assault Incident to Detective Montana Sheyenne and other law enforcement officers assigned to the Aurora-Marionville Police Department and to other members of the general public.

d. During the week following March 13, 2025, Detective Montana Sheyenne, who also served as the Departmental Chaplain, approached Plaintiff Krissa Bliss and asked inappropriate questions about anal rape.

e. On April 1, 2025, during discussions regarding an internal investigation, Defendant Wes Coatney used rape as an example and made repeated references to rape unrelated to the internal investigation with the intent to cause discomfort, embarrassment, shame and humiliation to Plaintiff Krissa Bliss.

f. Based on information and belief, Defendant Wes Coatney publicly denied the occurrence of the Sexual Assault Incident to Detective Montana Sheyenne and other law enforcement officers assigned to the Aurora-Marionville Police Department, to other elected officials and employees of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, and to unknown members of the general public.

g. On April 3, 2025, Defendant Wes Coatney denied that the Sexual Assault Incident was sexual in nature stating to Plaintiff Krissa Bliss and Lieutenant Levi Bruner that the Sexual Assault Incident as an "optical illusion" and that the Sexual Assault Incident was intended as "a joke."

37. On each occasion, when Plaintiff Krissa Bliss was present or when Plaintiff Krissa Bliss discovered the individual acts and events constituting the Continued Sexual Harassment, Plaintiff Krissa Bliss immediately objected to and opposed the Continued Sexual Harassment.

38. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, ratified and approved, or, in the alternative, permitted and condoned the Sexual Harassment and Sexual Assault Incident.

H. ADVERSE EMPLOYMENT ACTIONS.

39. Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri, made, took or otherwise subjected Plaintiff Krissa Bliss to the following adverse employment actions ("Adverse Employment Actions"), to wit:

a. On April 21, 2025, Defendant Wes Coatney, Chief of Police of the Aurora-Marionville Police Department, changed the work schedule and hours of Plaintiff Krissa Bliss and changed the reporting structure so that Plaintiff Krissa Bliss so that she reported to Captain Pat Jenkins.

b. On April 24, 2025, Defendant Wes Coatney, Chief of Police of the Aurora-Marionville Police Department, demoted Plaintiff Krissa Bliss from Captain of Detectives to Captain/Detective.

c. On April 24, 2025, Defendant Wes Coatney, Chief of Police of the Aurora-Marionville Police Department, changed the work duties of Plaintiff Krissa Bliss, including, but

not limited to, changes to the reporting structure, supervisory oversight, case assignments, report review process, updates and case management process, investigative operations, documentation process and requirements, and schedules and work hours.

d. On or prior to June 12, 2025, Defendant Wes Coatney, Chief of Police of the Aurora-Marionville Police Department, created the new position of Deputy Chief, promoted Pat Jenkins from Captain to Deputy Chief without posting the position or promotional opportunity.

e. On multiple dates, Defendant Wes Coatney, Chief of Police of the Aurora-Marionville Police Department, provided less favorable work assignments to Plaintiff Krissa Bliss, including, but not limited to, internal investigations involving sexual harassment.

f. On November 14, 2025, Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri, constructively discharge Plaintiff Krissa Bliss.

40. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, ratified and approved the Adverse Employment Actions or, in the alternative, permitted and condoned the Adverse Employment Actions.

41. When Plaintiff Krissa Bliss was present or when Plaintiff Krissa Bliss discovered the individual acts and events constituting the Adverse Employment Actions, Plaintiff Krissa Bliss immediately objected to and opposed the Adverse Employment Actions.

I. PROTECTED ACTIVITY

42. Plaintiff Krissa Bliss exercised her rights and engaged in activity protected under the Missouri Human Rights Act, §213.010 R.S.Mo., et seq. ("Protected Activity") as follows:

a. Plaintiff Krissa Bliss opposed sex discrimination, sex harassment and retaliation in the workplace of the Aurora-Marionville Police Department by objecting to the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Adverse

Employment Actions at or near the time of the occurrence of the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Adverse Employment Actions;

b. Plaintiff Krissa Bliss opposed sex discrimination, sex harassment and retaliation in the workplace of the Aurora-Marionville Police Department by reporting the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Adverse Employment Actions to Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri; and

c. Plaintiff Krissa Bliss opposed sex discrimination, sex harassment and retaliation in the workplace of the Aurora-Marionville Police Department by supplying information and participating in the investigation of the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Adverse Employment Actions by Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri.

43. After Plaintiff Krissa Bliss objected to, opposed and reported the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Adverse Employment Actions, Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri, retaliated against Plaintiff Krissa Bliss or otherwise subjected Plaintiff Krissa Bliss to retaliation (“Retaliation”) as follows:

a. Defendant Wes Coatney, Chief of Police of the Aurora-Marionville Police Department, engaged in a retaliatory scheme intended to punish Plaintiff Krissa Bliss for engaged in the Protected Activity;

b. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City

of Marionville, Missouri, demoted Plaintiff Krissa Bliss from Captain of Detectives to Captain/Detective.

c. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, changed the work duties of Plaintiff Krissa Bliss, including, but not limited to, changes in reporting structure, supervisory oversight, case assignments, report review process, updates and case management process, investigative operations, documentation process and requirements, and schedules and work hours.

d. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, provided less favorable work assignments to Plaintiff Krissa Bliss, including, but not limited to, internal investigation involving sexual harassment.

e. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, promoted Pat Jenkins from Captain to Deputy Chief and changed the reporting structure of Plaintiff Krissa Bliss from Defendant Wes Coatney to Captain Jenkins.

f. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, intentionally created intolerable working conditions intending to target Plaintiff Krissa Bliss for dismissal or, in the alternative, to force Plaintiff Krissa Bliss to resign.

g. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City

of Marionville, Missouri, engaged in Continued Harassment intended to humiliate and embarrass Plaintiff Krissa Bliss.

i. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, publicly denied the Sexual Assault Incident.

j. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, made disparaging statements regarding the accuracy and/or truthfulness of the reports of the Sexual Assault Incident and Sexual Harassment made by Plaintiff Krissa Bliss and other law enforcement officers with the intent to ostracize Plaintiff Krissa Bliss and deprive Plaintiff Krissa Bliss of support of her supervisors, co-workers and the general public.

k. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, deprived Plaintiff Krissa Bliss of promotional opportunities within the Aurora-Marionville Police Department.

l. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, permitted and condoned the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Retaliation.

m. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, failed to adequately investigate the reports of Sexual Assault Incident and Sexual Harassment made by Plaintiff Krissa Bliss and other law enforcement officers.

n. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, failed to adequately investigate the reports of Sexual Assault Incident and Sexual Harassment made by Plaintiff Krissa Bliss and other law enforcement officers.

o. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, failed to take any effect corrective action to address or otherwise abate the Sexual Harassment, Continued Sexual Harassment and Retaliation.

p. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, created and maintained or, in the alternative, permitted the creation and maintenance of intolerable working conditions directed towards Plaintiff Krissa Bliss that were hostile, abusive and intimidating.

38. On each occasion, Plaintiff Krissa Bliss objected to and opposed the Retaliation.

J. CONSTRUCTIVE DISCHARGE.

39. Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri, constructively discharged (“Constructive Discharge”) as follows:

a. Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, in concert with other supervisory employees, engaged in a continuous and escalating course of conduct directed at Plaintiff Krissa Bliss, including Sexual Harassment, the Sexual Assault Incident, Continued Sexual Harassment, Adverse Employment Actions, and Retaliation.

b. The foregoing continuous and escalating course of conduct was not isolated or accidental, occurred repeatedly, intensified after the Sexual Assault Incident and further intensified after Plaintiff engaged in Protected Activity, and formed a continuous pattern of mistreatment.

c. Plaintiff Krissa Bliss reported and objected to Defendant Wes Coatney's conduct to Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri, on multiple occasions.

d. Plaintiff Krissa Bliss requested that Defendant City of Aurora, Missouri, and/or Defendant City of Marionville, Missouri fully and completely investigate Defendant Wes Coatney's conduct and the Sexual Assault Incident, take corrective action to abate the Sexual Harassment, Continued Sexual Harassment, and Retaliation, including, but not limited to, the discipline of Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, and to protect Plaintiff Krissa Bliss from Sexual Harassment, Continued Sexual Harassment and Retaliation.

e. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, had actual knowledge of Plaintiff Krissa Bliss' complaints relating to the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, and Retaliation and was aware and fully informed of the worsening working conditions.

f. Despite that knowledge, Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, failed and refused to take prompt and effective remedial action.

g. Instead of correcting the problem, Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, ignored Plaintiff Krissa Bliss' complaints, condoned and ratified the conduct of Defendant Wes Coatney, and failed to protect Plaintiff Krissa Bliss from Retaliation.

h. As a result, the working conditions of Plaintiff Krissa Bliss became objectively intolerable and a reasonable person in Plaintiff Krissa Bliss' circumstances would have

found the conditions so difficult, humiliating, hostile, and untenable that continued employment was not a realistic option.

i. On November 14, 2025, Plaintiff Krissa Bliss involuntarily resigned her position with the Aurora-Marionville Police Department and accepted alternate employment with Defendant City of Marionville, Missouri due to the intolerable working conditions.

j. Plaintiff Krissa Bliss resigned only after Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, failed and refused to take prompt and effective remedial action.

k. Plaintiff Krissa Bliss did not resign impulsively or because of a single workplace disagreement. Prior to resigning, Plaintiff Krissa Bliss attempted to preserve the employment relationship, continued to work under intolerable working conditions, and afforded Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, to remedy the intolerable working conditions.

m. Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, failed to remedy the intolerable working conditions and allowed and permitted the intolerable working conditions to continue.

n. By allowing and permitting the intolerable working conditions to continue, Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, intended to force Plaintiff Krissa Bliss' resignation or, at minimum, knew or reasonably should have known that its conduct and failure to act would compel Plaintiff Krissa Bliss to resign.

o. After enduring the intolerable working conditions over an extended period of time, Plaintiff Krissa Bliss had no reasonable alternative but to resign. Plaintiff Krissa Bliss' resignation was therefore not voluntary in any meaningful sense but was the direct and foreseeable

consequence of the deliberate creation and maintenance of intolerable working conditions by Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri.

K. ANIMUS TOWARDS.

40. At all times relevant hereto, Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, is and was the primary decisionmaker relating to employment, operation and related actions taken, conducted engaged in, and decisions made by the Aurora-Marionville Police Department.

41. In taking the actions, engaging in the conduct and making the decisions constituting Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment, Retaliation, and Constructive Discharge, Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, acted with animus towards Plaintiff Krissa Bliss based on her sex and/or based on her objection, opposition to, and reporting of the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment and Retaliation.

42. Plaintiff Krissa Bliss's sex and/or her objection, opposition to and reporting of the Sexual Harassment, Sexual Assault Incident, Continued Sexual Harassment and Retaliation played a role in and had a determinative influence on the actions taken, conduct engaged in, and decisions made by Defendant Wes Coatney, as the Chief of Police of the Aurora-Marionville Police Department and as an employee of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri, on behalf of Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, in the management of the Aurora-Marionville Police Department.

COUNT I – SEX DISCRIMINATION UNDER MISSOURI HUMAN RIGHTS ACT

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count I of Plaintiff's Petition for Sex Discrimination under the Missouri Human Rights Act against Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri states as follows:

43. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 of Plaintiff's Petition as and for this paragraph 43.

44. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri took certain Adverse Employment Actions against Plaintiff Krissa Bliss.

45. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri acted with animus towards Plaintiff Krissa Bliss because of her sex and Plaintiff Krissa Bliss' sex played a role in and had a determinate influence on the Adverse Employment Actions taken by Defendants City of Marionville, Missouri and/or City of Aurora, Missouri.

46. As a direct and proximate result of the discrimination, Plaintiff Krissa Bliss sustained actual damages in excess of \$25,000.00 as follows:

- a. Lost wages;
- b. Diminished wages and lost employment opportunities;
- c. Increased tax consequences on any lump sum payment of lost wages;
- d. Damage to professional reputation;
- e. Medical expenses;
- f. Emotional harm including, but not limited to, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;

g. Pre-judgment and post-judgment interest on compensatory damage;

h. Attorneys' fees and litigation expenses incurred in the prosecution of this claim.

47. Plaintiff Krissa Bliss submits that reinstatement to her former position is not feasible and, therefore, seeks equitable relief in the form of front pay.

48. Plaintiff Krissa Bliss seeks an award of punitive damages in the amount of \$5,000,000.00 or five times actual damages, whichever is greater because Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri intentionally harmed Plaintiff Krissa Bliss without just cause or, in the alternative, acted with deliberate and flagrant disregard for the safety of Plaintiff Krissa Bliss.

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff Krissa Bliss and against Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, for actual damages and punitive damages in such amount as is fair and reasonable, for pre-judgment and post-judgment interest thereon, for equitable relief in the form of front pay, Plaintiff attorneys fees, litigation expenses and court costs, and for such other and further relief as the Court may deem proper under circumstances.

COUNT II – SEXUAL HARASSMENT UNDER MISSOURI HUMAN RIGHTS ACT

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count II of Plaintiff's Petition for Sexual Harassment under the Missouri Human Rights Act against Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri states as follows:

49. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 of Plaintiff's Petition as and for this paragraph 49.

50. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri subjected Plaintiff Krissa Bliss to unwanted harassment based on Plaintiff Krissa Bliss' sex including:

- a. Sexual Harassment;
- b. Sexual Assault;
- c. Continued Sexual Harassment; and
- d. Constructive Discharge.

51. The harassment was so severe and pervasive that it created an intimidating, hostile and offensive work environment and interfered with the performance by Plaintiff Krissa Bliss of her work duties.

52. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri knew or should have known of the harassment and failed to take appropriate remedial action to abate the harassment.

53. The harassment was directed towards Plaintiff Krissa Bliss because of her sex and Plaintiff Krissa Bliss' sex played a role in and had a determinate influence on the harassment and the maintenance of the intimidating, hostile and offensive work environment.

54. As a direct and proximate result of the harassment, Plaintiff Krissa Bliss sustained actual damages in excess of \$25,000.00 as follows:

- a. Lost wages;
- b. Diminished wages and lost employment opportunities;
- c. Increased tax consequences on any lump sum payment of lost wages;
- d. Damage to professional reputation;
- e. Medical expenses;

f. Emotional harm including, but not limited to, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;

g. Pre-judgment and post-judgment interest on compensatory damage;

h. Attorneys' fees and litigation expenses incurred in the prosecution of this claim.

55. Plaintiff Krissa Bliss submits that reinstatement to her former position is not feasible and, therefore, seeks equitable relief in the form of front pay.

56. Plaintiff Krissa Bliss seeks an award of punitive damages in the amount of \$5,000,000.00 or five times actual damages, whichever is greater because Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri intentionally harmed Plaintiff Krissa Bliss without just cause or, in the alternative, acted with deliberate and flagrant disregard for the safety of Plaintiff Krissa Bliss.

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff Krissa Bliss and against Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, for actual damages and punitive damages in such amount as is fair and reasonable, for pre-judgment and post-judgment interest thereon, for equitable relief in the form of front pay, Plaintiff attorneys fees, litigation expenses and court costs, and for such other and further relief as the Court may deem proper under circumstances.

COUNT III – RETALIATION UNDER MISSOURI HUMAN RIGHTS ACT

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count III of Plaintiff's Petition for Retaliation under the Missouri Human Rights Act against Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri states as follows:

57. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 of Plaintiff's Petition as and for this paragraph 57.

58. Plaintiff engaged in Protected Activity.

59. Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri subjected Plaintiff Krissa Bliss to Retaliation.

60. In engaging in the Retaliation, Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, acted with animus towards Plaintiff Krissa Bliss because she engaged in Protected Activity and Plaintiff Krissa Bliss' Protected Activity actually played a role in and had a determinate influence on the Retaliation taken by Defendants City of Marionville, Missouri and/or City of Aurora, Missouri, against Plaintiff Krissa Bliss.

61. As a direct and proximate result of the retaliation, Plaintiff Krissa Bliss sustained actual damages in excess of \$25,000.00 as follows:

- a. Lost wages;
- b. Diminished wages and lost employment opportunities;
- c. Increased tax consequences on any lump sum payment of lost wages;
- d. Damage to professional reputation;
- e. Medical expenses;
- f. Emotional harm including, but not limited to, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of

enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;

g. Pre-judgment and post-judgment interest on compensatory damage;

h. Attorneys' fees and litigation expenses incurred in the prosecution of this claim.

62. Plaintiff Krissa Bliss submits that reinstatement to her former position is not feasible and, therefore, seeks equitable relief in the form of front pay.

63. Plaintiff Krissa Bliss seeks an award of punitive damages in the amount of \$5,000,000.00 or five times actual damages, whichever is greater because Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri intentionally harmed Plaintiff Krissa Bliss without just cause or, in the alternative, acted with deliberate and flagrant disregard for the safety of Plaintiff Krissa Bliss.

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff Krissa Bliss and against Defendant City of Aurora, Missouri and/or Defendant City of Marionville, Missouri, for actual damages and punitive damages in such amount as is fair and reasonable, for pre-judgment and post-judgment interest thereon, for equitable relief in the form of front pay, Plaintiff attorneys fees, litigation expenses and court costs, and for such other and further relief as the Court may deem proper under circumstances.

COUNT IV – AIDING AND ABETTING UNDER MISSOURI HUMAN RIGHTS ACT

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count IV of Plaintiff's Petition for Aiding and Abetting under the Missouri Human Rights Act against Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri states as follows:

64. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 63 of Plaintiff's Petition as and for this paragraph 64.

65. Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri, had actual knowledge of the Sexual Harassment, Sex Assault Incident, Continued Sexual Harassment, and Retaliation.

66. Despite having knowledge of the Sexual Harassment, Sex Assault Incident, Continued Sexual Harassment, and Retaliation, Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri, failed to take prompt and adequate corrective action to abate unlawful sex discrimination, sexual harassment and retaliation and instead ratified, condoned and permitted the continuation of the unlawful sex discrimination, sexual harassment, and retaliation.

67. Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri, aided and abetted the unlawful sex discrimination, sexual harassment, and retaliation by:

- a. Providing Defendant Wes Coatney with the authority, opportunity, and means to commit unlawful acts through the joint employer relationship;
- b. Failing to adequately investigate Plaintiff Krissa Bliss' complaints;
- c. Failing to discipline or terminate Defendant Wes Coatney; and
- d. Permitting the Continued Sexual Harassment and Retaliation.

68. The conduct of Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri, constituted active participation in and encouragement of the unlawful sex discrimination, sexual harassment, and retaliation in violation of §213.055 and §213.070 R.S.Mo.

69. As a direct and proximate result of the aiding and abetting of unlawful sex discrimination, sexual harassment, and retaliation, Plaintiff Krissa Bliss sustained actual damages in excess of \$25,000.00 as follows:

- a. Lost wages;
- b. Diminished wages and lost employment opportunities;
- c. Increased tax consequences on any lump sum payment of lost wages;
- d. Damage to professional reputation;
- e. Medical expenses;
- f. Emotional harm including, but not limited to, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;
- g. Pre-judgment and post-judgment interest on compensatory damage;
- h. Attorneys' fees and litigation expenses incurred in the prosecution of this claim.

70. Plaintiff Krissa Bliss submits that reinstatement to her former position is not feasible and, therefore, seeks equitable relief in the form of front pay.

71. Plaintiff Krissa Bliss seeks an award of punitive damages in the amount of \$5,000,000.00 or five times actual damages, whichever is greater because Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri, intentionally harmed Plaintiff Krissa Bliss without just cause or, in the alternative, acted with deliberate and flagrant disregard for the safety of Plaintiff Krissa Bliss.

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff Krissa Bliss and against Defendant City of Aurora, Missouri or, in the alternative, Defendant City of Marionville, Missouri, for actual damages and punitive damages in such amount as is fair and reasonable, for pre-judgment and post-judgment interest thereon, for equitable relief in the form of front pay, Plaintiff attorneys fees, litigation expenses and court costs, and for such other and further relief as the Court may deem proper under circumstances.

COUNT V – CIVIL ASSAULT

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count V of Plaintiff's Petition for Civil Assault against Defendant Wes Coatney states as follows:

72. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 of Plaintiff's Petition as and for this paragraph 72.

73. On February 26, 2025, at the Aurora Police Department, Defendant Wes Coatney intentionally placed Plaintiff Krissa Bliss in imminent apprehension of harmful or offensive contact by holding a folding pocketknife approximately two to three inches from Plaintiff's throat and neck area while stating "I'm going to rape you."

74. Defendant Wes Coatney's actions were intended to cause and did cause Plaintiff Krissa Bliss to be in imminent apprehension of harmful or offensive contact, specifically sexual assault and physical harm from the knife at her throat.

75. Plaintiff Krissa Bliss reasonably apprehended imminent harmful or offensive contact as evidenced by her appearing "helpless and terrified," responding "What the fuck," pushing away, and escaping the conference room as soon as possible in distress.

76. Defendant Wes Coatney's conduct was intentional, unprivileged, and constituted civil assault under Missouri law.

77. As a direct and proximate result of the civil assault, Plaintiff Krissa Bliss sustained actual damages including emotional harm, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;

78. [Reserved for Punitive Damages]

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff and against Defendant Wes Coatney, individually, for actual damages and punitive damages in such amount as may be fair and reasonable, for pre-judgment and post-judgment interest thereon at the rate set by §408.040 R.S.Mo., for Plaintiff's attorney's fees and costs, and for such other and further relief as the Court may deem proper.

COUNT VI – CIVIL BATTERY

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count VI of Plaintiff's Petition for Civil Battery against Defendant Wes Coatney states as follows:

79. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 and 73 through 78 of Plaintiff's Petition as and for this paragraph 79.

80. On February 26, 2025, at the Aurora Police Department, Defendant Wes Coatney intentionally caused harmful or offensive contact with Plaintiff Krissa Bliss by placing his left hand on Plaintiff Krissa's right shoulder without her consent while holding a knife near her throat and making threats of sexual violence.

81. On March 13, 2025, Defendant Wes Coatney again intentionally caused offensive contact with Plaintiff by "pulling me in for half a hug" in Plaintiff's office with the door closed, constituting unwanted physical contact.

82. The physical contact described herein was intentional, unprivileged, harmful and offensive, and was not consented to by Plaintiff.

83. As a direct and proximate result of the civil battery, Plaintiff Krissa Bliss sustained actual damages including emotional harm, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;

84. [Reserved for Punitive Damages]

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff and against Defendant Wes Coatney, individually, for actual damages and punitive damages in such amount as may be fair and reasonable, for pre-judgment and post-judgment interest thereon at the rate set by §408.040 R.S.Mo., for Plaintiff's attorney's fees and costs, and for such other and further relief as the Court may deem proper.

COUNT VII – FALSE IMPRISONMENT

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count VII of Plaintiff's Petition for False Imprisonment against Defendant Wes Coatney states as follows:

85. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 and 73 through 84 of Plaintiff's Petition as and for this paragraph 85.

86. On February 26, 2025, at the Aurora Police Department, Defendant Wes Coatney intentionally restrained Plaintiff Krissa Bliss' freedom of movement by placing his hand on her shoulder, holding a knife near her throat, and making threats of sexual violence, and blocking her path, thereby preventing her from freely leaving the area.

87. Defendant Wes Coatney's actions were intended to and did confine Plaintiff Krissa Bliss against her will through the use of physical force, threats, and intimidation.

88. Plaintiff Krissa Bliss was conscious of the confinement and did not consent to the restraint of her movement.

89. The restraint was not privileged and was accomplished through physical contact, threats of harm, and intimidation that would deter a reasonable person from attempting to leave.

90. As a direct and proximate result of the false imprisonment, Plaintiff Krissa Bliss sustained actual damages including emotional harm, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;

91. [Reserved for Punitive Damages]

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff and against Defendant Wes Coatney, individually, for actual damages and punitive damages in such amount as may be fair and reasonable, for pre-judgment and post-judgment interest thereon at the rate set by §408.040 R.S.Mo., for Plaintiff's attorney's fees and costs, and for such other and further relief as the Court may deem proper.

COUNT VIII – DEFAMATION

COMES NOW, Plaintiff Krissa Bliss, by and through her attorneys, and for Count VIII of Plaintiff's Petition for Defamation against Defendant Wes Coatney states as follows:

92. Plaintiff Krissa Bliss realleges, restates and incorporates by reference herein paragraphs 1 through 42 and 73 through 91 of Plaintiff's Petition as and for this paragraph 92.

93. Defendant Wes Coatney made certain statements, verbally and in writing, relating to the Sexual Assault

a. Denying the Sexual Assault Incident occurred;

- b. Characterizing Plaintiff Krissa Bliss as having overreacted;
 - c. Casting aspersions on Plaintiff Krissa Bliss's truthfulness and motive for reporting the incident;
 - d. Describing the placement of the knife as an optical illusion;
94. Defendant Wes Coatney published the statements to:
 - a. City officials and employees of Defendant City of Aurora, Missouri and Defendant City of Marionville, Missouri;
 - b. Police officers and employees of the Aurora-Marionville Police Department;
 - c. Police officers and employees of the Missouri Highway Patrol; and
 - d. The general public.
95. The statements made by Defendant Wes Coatney were false.
96. The statements identified Plaintiff Krissa Bliss and challenged her honesty, integrity and fitness to be a police officer.
97. Defendant Wes Coatney made the defamatory statements maliciously with the specific intent to impair the credibility and damage the reputation of Plaintiff Krissa Bliss and knowing that the statements are and were false.
98. As a direct and proximate result of the civil battery, Plaintiff Krissa Bliss sustained actual damages including emotional harm, anger, frustration, humiliation, anxiety, depression, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life activities, diminished self-worth, and damage to dignity, self-confidence, sense of security and personal well-being;
99. [Reserved for Punitive Damages]

WHEREFORE, Plaintiff Krissa Bliss prays for judgment in favor of Plaintiff and against Defendant Wes Coatney, individually, for actual damages and punitive damages in such amount as may be fair and reasonable, for pre-judgment and post-judgment interest thereon at the rate set by §408.040 R.S.Mo., for Plaintiff's attorney's fees and costs, and for such other and further relief as the Court may deem proper.

RESPECTFULLY SUBMITTED,

LAW OFFICES OF JOAN M. SWARTZ

/s/ Joan M. Swartz

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