IN THE DISTRICT COURT OF WAGONER COUNTY DEC 0 8 2025 STATE OF OKLAHOMA James E. Hight

GABRIELLE C. BLACKWELL,	Court Clerk Ato'clock M
Plaintiff,))
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WAGONER COUNTY; and MARK KETCHUM, individually,	
Defendants.	

FIRST AMENDED PETITION¹

COMES NOW the Plaintiff Gabrielle C. Blackwell (Plaintiff) and hereby submits her First Amended Petition (FAP) against Defendants, Board of County Commissioners of the County WAGONER COUNTY (Board), and Mark Ketchum (Ketchum). In support thereof, Plaintiff alleges and states as follows:

- 1. Plaintiff is an individual who resides in Mayes County, Oklahoma, and at all material times herein was employed with Wagoner County E-911, subject to the control and direction of the Board.
- 2. James Hanning² is a Wagoner County Commissioner who was the Chairman at the time of Plaintiff's termination.

Plaintiff files this first amended petition pursuant to 12 O.S. § 2015, which allows Plaintiff to amend her petition as a matter of course "at any time before a responsive pleading is filed." *Id.* A motion to dismiss is not considered a responsive pleading, rather an answer is. *See Winston v. Stewart and Elder, P.C.*, 2002 OK 68, ¶ 24, 55 P. 3d 68.

² Hanning was a former party to this action but was dismissed by the Court from this action on December 1, 2025. Because the order of December 1, 2025, was with prejudice as to Hanning Plaintiff has not alleged any claims against him. Plaintiff does anticipate further amendments to add claims against Hanning once

- 3. Board is the governing body for Wagoner County public officials and is the proper party to be sued for claims against County officials not specified in 19 O.S. § 161. Pursuant to Oklahoma law, Board is a political subdivision and municipal corporation. Further, E-911 is a government entity and is subject to control by Board.
- 4. E-911 is an entity operated by Wagoner County. It is responsible for dispatching, mapping, and maintaining accurate 911 information. The E-911 employees are subject to the control of the Board to hire, fire, and appoint employees.
- 5. Plaintiff was working in Dallas, Texas as dispatcher and moved in September 2024 to Oklahoma because her sister died and she had to help raise her sister's two children.
- 6. Plaintiff started in February 2025 in Wagoner County E-911. Her supervisor was Ketchum.
- 7. On June 3, of 2025, Ketchum harassed a co-worker/supervisor of the Plaintiff. See Plaintiff's Termination File with Board, attached hereto as Exhibit³ 1A, p. 3; Statement of Maria Rafalko, Ex. 1A, pp. 13-14. The worker was

the December 1, 2025, order is modified and/or vacated. Plaintiff is filing a separate motion seeking to vacate the December 1, 2025, order.

3 Plaintiff received these exhibits during the course of her Oklahoma Employment Security Commission proceedings wherein Board is challenging her entitlement to unemployment benefits. The email exchange between Maria Rafalko, Wagoner County Human Resources Director and OESC is attached as Exhibit 1. The attachments that Rafalko sent to OESC are attached as Exhibits 1A, labeled by Rafalko as "G. Blackwell Term File," 1B, labeled by Rafalko as "complaint policy from 2023 handbook pg 49, and Exhibit 1C, labeled by Rafalko as "complaint policy from 2023 handbook." Each exhibit that consists of more than 1 page has been numbered by the undersigned.

upset because she was scheduled to work over sixty (60) hours a week and twenty (20) straight days. *Id.* The co-worker was having fatigue and mental health issues associated with the oppressive conduct of Ketchum. *Id.* These issues were significantly exacerbated by Ketchum being a bully and creating a hostile work environment.

- 8. Plaintiff called HR on Tuesday, June 3, 2025, and spoke with HR Director Rafalko to complain about Ketchum's conduct toward this co-worker. A few hours later, HR-Maria sent an email to Plaintiff regarding Ketchum that "he did not take it well."
- 9. A few hours after Plaintiff submitted her grievance regarding Ketchum, Ketchum came in, yelled at the co-worker (believing she was the one who complained to HR), and told her that her schedule was for her eyes only and she should not have called HR. Another worker told Plaintiff that Ketchum wanted to fire her immediately, but could not find another dispatcher.
- 10. On June 5, 2025, Ketchum told the Plaintiff that she needed to write a report on what happened in the HR meeting, what she told HR, and what transpired. This is a clear violation of the Wagoner County Handbook and policy that provides HR complaints are supposed to at least initially be confidential. Further, the target of the complaint is not supposed to do an investigation into his own misconduct. Additionally, retaliation is prohibited.
- 11. Plaintiff immediately went to HR to complain about Ketchum's request, and other County personnel were present at HR. Plaintiff was told by County Clerk Lori Hendricks to write a report because Commissioner Hanning

wanted one. Hendricks acknowledged that it is what not appropriate but told Plaintiff "it is what he wants, give him what he wants."

- 12. Plaintiff sent an email to Hanning to confirm that he wanted a written summary of her HR conversation, and Hanning confirmed that he did want a written summary. Hanning asserted that he was going to have Ketchum meet with the E-911 employees to discuss how the issue should be handled in the future. Ex. 1A, p. 11. Hanning alleged that the protocol changed years ago. *Id*. This is false.
- purporting to be a new policy precluding workers from going to HR unless referred by the chain of command. See Exhibit 2. The purported protocol is not contained in the Wagoner County handbook and was simply a ruse by Hanning and Ketchum. Plaintiff did not sign the paper at the time.
 - 14. That afternoon, Plaintiff was fired by Ketchum.
- 15. Wagoner County Handbook has a specific and detailed policy regarding harassment in the workplace, and the requirements imposed by Ketchum and Hanning are nowhere to be found. Further, the requests by Ketchum and Hanning are flatly prohibited.
- 16. Specifically, Wagoner County policy and procedures manual provides:

POLICY AGAINST HARASSMENT AND DISCRIMINATION AND COMPLAINT PROCEDURE

Discrimination, harassment, and/or retaliation in any form constitute misconduct that undermines the integrity of the employment relationship with the County.

The County expects that everyone will act responsibly to establish a professional work environment. However, if an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee should promptly report that conduct to his/her immediate supervisor, another member of supervision, or a member of the Board of Commissioners within three calendar days of the offense. Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of supervision. The person the harassment or discrimination is reported to will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim. Employees who believe they have been discriminated against on the basis of a disability or who believe they have not been properly afforded a reasonable accommodation for a disability should utilize this same complaint and reporting process. The County will conduct its investigation in as confidential a manner as possible. However, the County will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged herasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration. The County prohibits retaliation of any kind against employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to his/her immediate supervisor, another member of supervision, or Human Resources within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Employees are encouraged to use the Complaint Resolution Procedure (Open Door Policy) set out in this handbook as well.

See Wagoner County Personnel Policy Handbook – 2023, pp. 48-50, attached as Exhibit 3. (Handbook) Moreover, the Handbook affords additional protections to Plaintiff as a whistleblower:

WHISTLEBLOWER PROTECTION POLICY

Wagoner County has an open-door policy which includes Whistleblower protections in accordance with Federal Law. In no instance with there be retaliation against a whistleblower whether that individual be an employee or person acting on behalf of an employee or member of the public. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination or threat of termination, compensation decreases, or poor work assignments, relocation and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must report it immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated, unless such conduct is required by the employer. Whistleblower protections are provided in two important areas: confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The provisions of this policy do not authorize the disclosure of information that is legally required to be kept confidential; or diminish or impair the rights of an employee. "Matter of public concern" means a violation of a state, federal or municipal law, regulation or ordinance; a danger to public health or safety; and/or gross mismanagement, substantial waste of funds or a clear abuse of authority. Procedures: A. If an employee has knowledge of or a concern of illegal or dishonest/fraudulent activity, the employee is to contact his/her immediate supervisor, their Elected Official or Human Resources and shall submit a written report concerning the matter. B. The employee is not required to submit a written report if he or she believes with reasonable certainty that the activity, policy, or practice is already known to the official, that the activity involves the official; or that an emergency is involved. In this instance, a report should be made immediately to Human Resources. C. Any concerns involving Human Resources should be reported to the County Clerk and/or the Board of County Commissioners. D. The whistleblower is not responsible for investigating the alleged illegal or dishonest activity, or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. E. Reports of illegal activity shall be forwarded to the District Attorney for further investigation.

Id. pp. 49-50. Thus, Plaintiff was protected from retaliation for making her complaint to HR, opposing unlawful conduct, and further for reporting unlawful conduct; she was contractually protected by the Handbook.

17. Further, Plaintiff was reporting working conditions related to E-911 workers, a job that obviously impacts the public and safety and welfare of first

responders and citizens requiring emergent care. To this end, the Oklahoma Occupational Health and Safety Standards Act (Oklahoma OSHA) §§ 401-424, mandates4 that all employers furnish to its employees "a place of employment which [is] free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees, commensurate with the Occupational Safety and Health Act of 1970." 40 O.S. § 403(A). Thus, the Oklahoma OSHA requires standards similar to the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et. seq. (federal OSHA). Federal OSHA likewise mirrors this requirement. 29 U.S.C § 654. The emotional issues were having a profound impact on Plaintiff's co-worker/supervisor and indeed could have caused serious physical harm. Further, fatigued 911 dispatchers can lead to liability issues to the employer, N.H. v. Presbyterian Church, 1999 OK 88, ¶20, 998 P. 2d 592 (employees have duty to protect third parties from foreseeable harm by employees); Sheffer v. Carolina Forge Company, L.L.C. 2013 OK 48, ¶20, 306 P. 3d 544 (negligence exists if employer knew or should of known of dangerous condition), and workplace fatigue is a recognized hazard. See Gates, E. (2025, February 18). Understanding employer liability in workplace injury cases. American Journal Society. https://www.ajs.org/understanding-employerliability-in-workplace-injury-cases.

18. Defendants continues to retaliate against Plaintiff, and its conduct is indicia of their animus. This includes terminating Plaintiff for the stated reason that "services no longer needed." Ex. 1A, pp. 1-2. Plaintiff arrived at her exit

Oklahoma OSHA applies to Board in this matter in that an employer includes "the state and all its political subdivisions...." 40 O.S. § 402(1).

interview with legal counsel and in fact submitted written correspondence stating that she had legal counsel. Ex. 1A, p. 3. Rafalko was instructed by Ketchum to contest Plaintiff's unemployment. Exhibit 1, p. 1, Ex. 1A, pp. 13-14.

19. Plaintiff was expressly told during her exit interview that she was eligible for unemployment. After the interview, Ketchum, pursuant to instructions from and in conspiracy with Hannig, retaliated against Plaintiff by unlawfully attempting to have her unemployment denied. *Id.* In fact, the conduct of Ketchum and Hanning is criminal in violation of 40 O.S. § 226(B). Further, this conduct is in retaliation for Plaintiff retaining counsel.

COUNT I- BREACH OF CONTRACT (AS TO DEFENDANT BOARD)

In support of this claim, Plaintiff restates the foregoing. Additionally, Plaintiff states:

20. The various policies of Board provide as follows:

POLICY AGAINST HARASSMENT AND DISCRIMINATION AND COMPLAINT PROCEDURE

Discrimination, harassment, and/or retaliation in any form constitute misconduct that undermines the integrity of the employment relationship with the County.

The County expects that everyone will act responsibly to establish a professional work environment. However, if an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee should promptly report that conduct to his/her immediate supervisor, another member of supervision, or a member of the Board of Commissioners within three calendar days of the offense. Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of supervision. The person the harassment or discrimination is reported to will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim. Employees who believe they have been discriminated against on the basis of a disability or who believe they have not been properly afforded a reasonable accommodation for a disability should utilize this same complaint and reporting process. The County will conduct its investigation in as confidential a manner as possible. However, the County will not allow the

goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration. The County prohibits retaliation of any kind against employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to his/her immediate supervisor, another member of supervision, or Human Resources within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Employees are encouraged to use the Complaint Resolution Procedure (Open Door Policy) set out in this handbook as well.

Ex. 3, pp. 48-50. Moreover, the Handbook affords additional protections to Plaintiff as a whistleblower:

WHISTLEBLOWER PROTECTION POLICY

Wagoner County has an open-door policy which includes Whistleblower protections in accordance with Federal Law. In no instance with there be retaliation against a whistleblower whether that individual be an employee or person acting on behalf of an employee or member of the public. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination or threat of termination, compensation decreases, or poor work assignments, relocation and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must report it immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated, unless such conduct is required by the employer. Whistleblower protections are provided in two important areas: confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The provisions of this policy do not authorize the disclosure of information that is legally required to be kept confidential; or diminish or impair the rights of an employee. "Matter of public concern" means a violation of a state, federal or municipal law, regulation or ordinance; a danger to public health or safety; and/or gross mismanagement, substantial waste of funds or a clear abuse of authority. Procedures: A. If an employee has knowledge of or a concern of illegal or dishonest/fraudulent activity, the employee is to contact his/her

immediate supervisor, their Elected Official or Human Resources and shall submit a written report concerning the matter. B. The employee is not required to submit a written report if he or she believes with reasonable certainty that the activity, policy, or practice is already known to the official, that the activity involves the official; or that an emergency is involved. In this instance, a report should be made immediately to Human Resources. C. Any concerns involving Human Resources should be reported to the County Clerk and/or the Board of County Commissioners. D. The whistleblower is not responsible for investigating the alleged illegal or dishonest activity, or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. E. Reports of illegal activity shall be forwarded to the District Attorney for further investigation.

Id. pp. 49-50. Thus, Plaintiff was protected from retaliation for making her complaint to HR, opposing unlawful conduct and further for reporting unlawful conduct she was contractually protected by the Handbook. Obviously, the wellness of County employees, especially E-911 workers is of paramount importance. Fatigue, mental health issues, workplace stress impact the efficiency of E-911 and public safety. This public safety aspect is codified at 40 O.S. §§ 401-424, Oklahoma Occupation Health and Safety Standards at (Oklahoma OSHA) as well as the federal OSHA analog. 40 O.S. § 403 and 29 U.S.C. § 654 both require safe work places. Further, Rafalko's statement indicates that Ketchum was preparing a schedule separate from the schedule prepared by the supervisor. Ex. 1A pp. 13-14. Further, the supervisor was instructed that the schedule was for her eyes only. Ex 1A, p. 3.

21. The Handbook provides further:

INTRODUCTION

An interesting and challenging experience awaits you as an employee of Wagoner County. In order to answer questions you may have concerning the County and its policies, we have written this handbook. Please read it thoroughly and retain it for future reference. This handbook is designed to familiarize you with the policies and practices that apply to your employment. It is not intended to be and does not constitute a contract of employment. This Employee Personnel Policy Handbook has been adopted by Wagoner County pursuant to O.S. 19, § 339 (A)(9). The

following personnel policies are designed to inform Wagoner County
Employees of the County's operating policies and practices as they apply to
all County employees. County employees are defined as those deputies and
employees employed by or serving at the pleasure of the elected officials.
Each County employee is responsible to the elected official who hires
and/or appoints that employee. From time to time as conditions change, it
will be necessary to change or add rules and procedures governing
employees. Where practical or required by law, such changes will be
posted in advance of their effective date, after which time they will become
a part of this handbook. The most updated version of the Handbook will
be posted on the county website at

https://www.ok.gov/wagonercounty/About_Wagoner_County/Employee _Information. Should you have any questions regarding policies, please ask your supervisor, elected official or the County Clerk for assistance. We wish you the best of luck in your position and hope that your employment relationship with Wagoner County will be a rewarding experience.

- Thus, Plaintiff had a contract, both implied and express with Board.
 - 23. Board breached this as set forth above.
- 24. As a result of Board's conduct, Plaintiff has sustained damages in excess of \$10,000.00.
 - 25. Plaintiff should be reimbursed attorney fees, and costs.

COUNT H-PROMISSORY ESTOPPEL-BOARD

Plaintiff incorporates the foregoing allegations in their entirety as though fully set forth herein. Further, Plaintiff states:

Plaintiff restates the foregoing. Additionally, Plaintiff asserts:

- 26. Board made clear and unambiguous promises to Plaintiff as set forth above.
- 27. It was foreseeable that Plaintiff would rely upon the promises of Board.
 - 28. That Plaintiff reasonably relied upon the promises to her detriment.

- 29. Hardship or unfairness can be avoided only by the promises' enforcement.
- 30. Plaintiff relied on the handbook when making her informal complaint, and relied on it when determining whether she was allowed to bypass her chain of command.
- 31. As a result of Board's conduct, Plaintiff has sustained damages in excess of \$10,000.00.
 - 32. Plaintiff should be reimbursed attorney fees and costs.
- 33. That alternatively, Plaintiff relied to her detriment on the assurances provided by Defendant Board and E-911, and to the extent a contract does not exist, one should be enforced through promissory estoppel and/or detrimental reliance and be equitably enforced.

COUNT III-MALICIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP- KETCHUM

Plaintiff incorporates by reference the foregoing paragraphs as though fully set forth herein. Additionally, Plaintiff asserts:

- 34. That Ketchum interfered with Plaintiff's contractual relationship by terminating her, and otherwise retaliating against her.
- 35. Plaintiff had a contractual interest in her continued employment.

 Ketchum interfered with her employment maliciously and without justification and Plaintiff suffered damages as a result.
- 36. Ketchum acted in bad faith and contrary to the interests of the employer. This includes, violating the handbook, terminating Plaintiff because of his anger with her for reporting his conduct, and his motivation to conceal his

made that was different than the one generated by Plaintiff's co-worker/supervisor. The co-worker was the supervisor responsible for creating the schedule. The secret schedule and Ketchum telling the co-worker that the schedule was for her eyes only suggests that Ketchum was aware that his conduct was wrongful and buttresses his retaliatory motives.

- 37. As a result of the conduct of Ketchum, Plaintiff has sustained actual damages in excess of \$10,000.00.
- 38. Ketchum has acted for reckless disregard of the rights of Plaintiff and intentionally with malice and as such Plaintiff should be awarded punitive damages in excess of \$10,000.00.

COUNT IV- 42 U.S.C. 1983 (FIRST AMENDMENT RETALIATION)- KETCHUM

Plaintiff incorporates by reference the foregoing paragraphs as though fully set forth herein. Additionally, Plaintiff asserts the following:

- 39. That Plaintiff has a constitutional right of freedom of speech, as guaranteed by the First Amendment of the United States Constitution and as such public officials are forbidden from discharging or threatening to discharge employees for or from retaliating against them based on protected speech.
- 40. Plaintiff engaged in protected speech by submitting a grievance regarding Ketchum's behavior towards her co-worker.
- 41. Ketchum violated Plaintiff's First Amendment rights, first by creating a hostile work environment then by terminating her.

- 42. Plaintiff's speech was protected by the First Amendment in that it involved a matter of public concern. Plaintiff reported harassing conduct by a supervisor of a public body. Further, Board is exposed to significant liability by allowing the co-worker to continue to work while mentally and physically fatigued. Further, public safety and the safety of first responders are all implicated. Further, her speech was non-disruptive and did not impede or interfere with the E-911's ability to perform its functions nor was it within her job functions.
- 43. That Plaintiff sustained an adverse employment action as a result of her protected speech in that she was terminated and that a significant motivating factor was expression of her political speech and as such the termination of Plaintiff is in contravention of her First Amendment rights in violation of 42 U.S.C. § 1983. Plaintiff's speech was not part of her job duties.
 - 44. That the conduct at issue herein was taken under color of law.
- 45. That as a result of the conduct of Ketchum, Plaintiff has sustained actual damages in excess of \$10,000.00.
- 46. Punitive damages should be assessed against Ketchum as a result of their conscious disregard of the federally secured rights of Plaintiff.
- 47. Plaintiff should be reimbursed for his reasonable attorney fees and court costs.

COUNT V-42 U.S.C 1983 RETALIATION RIGHT OF ACCESS-KETCHUM

48. Plaintiff hired legal counsel in June of 2025.

- 49. Plaintiff announced her intention in correspondence submitted to the Board. Ex. 1A, p. 3. Further, Plaintiff had counsel attend the exit interview with her on June 30, 2025.
- 50. Plaintiff was told that she would get unemployment at the exit interview by Rafalko.
- 51. The stated reason for Plaintiff's termination was services no longer needed. Ex. 1A, pp. 1-2.
- 52. Subsequently, Ketchum directed Rafalko to contest Plaintiff's unemployment and has now created a false reason of insubordination to the OESC.
- 53. Plaintiff has a constitutional right of access protected by the First Amendment, due process and the privileges and immunities clause of the U.S. Constitution. Smith v. Maschner, 899 F.2d 940, 947 (10th Cir. 1990).
- 54. Ketchum retaliated against Plaintiff and his retaliatory conduct, post termination, would chill an ordinary person.
- 55. Actual damages in excess of \$10,000.00 should be assessed. To the extent that damages are minimal or difficult to prove, nominal damages should be assessed.

COUNT VI-BURK TORT VIOLATION OF OKLAHOMA PUBLIC POLICY-AS TO THE BOARD

In support of this claim, Plaintiff restates and realleges the above as though fully set forth herein. Additionally, Plaintiff states:

56. That prior to filing this action Plaintiff fully exhausted her rights under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et. seq.

Specifically, on August 7, 2025 Plaintiff provided written notice of her claims to the Board. See Tort Claim Notice, attached as Exhibit 4.

- 57. The tort claim has been denied by operation of law as a result of a deemed denial.
- 58. That Oklahoma public policy prohibits termination in violation of Oklahoma's free speech constitutional provision found at art. 2 § 22 of the Oklahoma Constitution. See Trant v. the Oklahoman, 874 F. Supp. 2d, 1294, 1303-1304 (W.D. Okla. 2012); Hibben v. State Ex Rel. Department Of Veterans Affairs, Case No. 16-cv-111, Opinion and Order of Judge Wilson of March 31, 2017 (N.D. Okla.) (citing Phillips v. Wiseman, 1993 OK 100, ¶7, 857 P.2d 50, 53).
- public policy, specifically, she was terminated in violation of his rights of free speech under the Oklahoma Constitution. Further, he was terminated because she reported unsafe working conditions. Oklahoma OSHA has expressly declared that it is Oklahoma Public Policy to provide a safe workplace commensurate with both Oklahoma OSHA and federal OSHA. 40 O.S. § 413. Moreover, Oklahoma OSHA set forth the public policy of Oklahoma, including, but not limited to, the anti-retaliation provision. 40 O.S. § 403, duty to furnish a safe workplace, 40 O.S. § 403(A), as well as the criminal penalties and remedies for violations. 40 O.S. § 412.
- 60. As a result of Board's conduct, Plaintiff has sustained damages at \$10,000.00.
 - 61. Plaintiff should be reimbursed her court costs incurred herein.

 COUNT VII-40 O.S. § 403-Board

- 62. 40 O.S. § 403(B) prohibits retaliation based on reporting of unsafe working conditions.
- 63. Plaintiff was terminated for reporting unsafe working conditions.

 Including reporting the harassment of a co-worker who was experiencing mental health issues, implicating the public.

CONCLUSION

WHEREFORE, for all of the foregoing reasons, Plaintiff respectfully requests an award of actual damages in excess of \$10,000.00, an award of punitive damages in excess of \$10,000.00, the costs of this action, a reasonable amount of attorney fees and any other and further relief this Court deems proper.

Brendan M. McHugh, OBA #18422

Route 66 Attorneys LLC

P.O. Box 1392

Claremore, OK 74618

(918) 343-1773

Fax: (918) 803-4910

brendan@route66attorneys.com

Attorney for Plaintiff

CERTIFICATE OF MAILING

I certify that on the 4 day of December 2025, I mailed a true and correct copy of the above, postage prepaid, to:

Jordan L. Miller
Scott R. Eudey
COLLINS ZORN WAGNER
429 NE 50th St., second Floor
Oklahoma City, OK 73105
(405) 524-2078
E-Mail: sre@czwlaw.com
jlm@czwlaw.com
Attorneys for Defendants Board
of County Commissioners of County

of Wagoner County, James Earl Hanning, and Mark Ketchum

Brendan M McHugh



Fwd: Unemployment GABRIELLE C BLACKWELL CLAIM ID: 156971642 - Fact Finding 409 Questions tolfrom Employer

Gabrielle Blackwell <gblackwell0107@gmail.com> To: Brendan Mchugh

Smcq1990@gmail.com>

Wed, Oct 29, 2025 at 8:44 PM

Please see the attached from Maria at Wagoner County & the Oklahoma Unemployment Rep

Forwarded message From: Maria Rafalko <mrafalko@wagonercounty.ok.gov>

Subject: RE: Unemployment GABRIELLE C BLACKWELL CLAIM ID: 156971842 - Fact Finding 409 Questions to/from

Employer

To: Rhonda Fields < Rhonda. Fields @oesc.ok.gov>

Dear Ms. Fields

I apologize for the confusion and miscommunications. I my opinion Ms. Blackwell should be eligible for unemployment benefits.

She was hired to run the E911 department, then suddenly replaced, through no fault of her own. The department had been in shambles

For several years. Ms. Blackwell came in after the interim coordinator was terminated. Again, through no fault of her own.

Wagoner county policy is to bring problems to your supervisor and if they don't handle it promptly and correctly the employee

Has the right to report to HR. As you can see from the attached documentation, Ms. Blackwell did exactly that. The new Supervisor wasn't pleased

As he just started and took the issue to the Chair of the Board of County Commissioners. The Chairman made an unreasonable request to Ms. Blackwell and

And circumvented HR completely. At first the documentation said services no longer needed. It wasn't until after Mr. Ketchem spoke to the Chairman

James Hanning, he was told to deny her unemployment. In my HR opinion that is unfair and no county policy can be obtained to warrant that.

Please feel free to call me if you have any further questions. Thank you for your time.

Maria Rafalko

MARIA **RAFALKO**

HR DIRECTOR

WAGONER COUNTY CLERK'S OFFICE

FAX 918-485-7718 PHONE 918-485-7714



307 E CHEROKEE STREET

WAGONER, OK.74467

atto@wagonarcounty.ok.goy

From: Rhonda Fields < Rhonda. Fields @oesc.ok.gov>

Sent: Wednesday, October 29, 2025 9:55 AM

Te: Maria Rafalko <mrafalko@wagonercounty.ok.gov>

Subject: [EXTERNAL] Unemployment GABRIELLE C BLACKWELL CLAIM ID: 156971842 - Fact Finding 409 Questions

to/from Employer



IRONSCALES couldn't recognize this email as this is the first time you Rhonda.Fields@ossc.ok.gov

mrafalko@wagonercounty.ok.gov

Oklahoma Employment Security Commission

2401 N. Lincoln Blvd.

Oklahoma City, OK 73105

Fax: 405-962-7524

The information received previously will be considered in issuing a determination. However, additional detailed information is needed regarding the Unemployment Claim. In your response, please address all the questions on this form.

This information must be received on or before the date listed below:

RESPOND BY DATE: DATE: October 31et,2025 (10/31/2025)

You may respond directly to this E-MAIL or FAX your response to #405-962-7524. *Please note-Any requested documentary evidence cannot be provided by phone and must be emailed, faxed, mailed or hand delivered to your nearest local office by the above listed respond by date.

FAILURE TO RESPOND MAY AFFECT THE OUTCOME OF THE CL

EMPLOYER: WAGONER COUNTY, OK ACCT # 911554749 LAST FOUR OF SSN: Separation: Q. You have indicated the claimant was discharged due to insubordination. After receiving both verbal and written warning they refused to sign written action as requested by Commissioner James Hanning and Director Mark Ketchum. They refused to acknowledge department policy on chain of command. Is this correct? Specifically, what was the final incident that led to the separation? When did the final incident occur? Provide names, dates, and details. Q. Please provide any supporting documentation regarding the separation. SEE ATTACHED Q. How long did the claimant perform in their current position? How were they advised of their job duties? FROM 02/05/2025 TO 06/05/2025 ADVISED VERBALLY INCONSISTENTLY Q. Had there been any changes such as job duties, managers/supervisors, or since hire? If so, please explain. NEW DEPT HEAD HIRED MARK KETCHEM 03/17/2025 Q. Was the claimant previously warned about anything? If so, by whom? When? What was the reason? Please submit documentation including the claimant's signed acknowledgement with your response. See attached

Q. Did the claimant receive any additional training after they were warned? If so, please explain. NO

Q. Did the claimant attempt to improve their performance after they were warned? Unknown – she came to HR with a problem that her supervisor wasn't handling.

Q. Did the claimant violate policy? If so, what policy? How was the claimant made aware of the policy? Please submit copies of any violated policies including the claimant's signed acknowledgement with your response.

I do not believe Ms. Blackwell was given any County policy she violated. Chairman got involved and she was let go.

Thank you,

Rhonda Fields

Workforce Services Specialist III | UI Division | Adjudication Oklahoma Employment Security Commission Phone: 918-295-3333 Ext 2669768 | Fax: 405-962-7524

Oklahoma.gov/OESC



3 attachments

G Blackwell Term File.pdf 1967K

complaint policy from 2023 handbook pg 49.pdf 218K

complaint policy from 2023 handbook.pdf 246K

	AGONER COUNTY EW AND VERIFICATION FORM	
TE OF SEPARATION: 6/5/35 G Blackwel	9011	
IPLOYEE NAME: 4 DIACH WE	WORK LOCATION: 29/1	
PARATION WAS:VOLUNTARY	INVOLUNTARY	
ASON: HEALTH PERSOI	NALEDUCATION	
RETIREMENT RELOCA		
FAMILY OTHER	ANTE LONG LES LES	
ISURANCE CONTINUATION: RETIREE:	COBRA:	
O DECLINE	VISION O ACCEPT O DECLINE	7
EALTH O ACCEPT O DECLINE ENTAL O ACCEPT O DECLINE	LIFE (n/a COBRA) ACCEPT O DECLINE	
XIT VERIFICATION:	, uniforms, keys etc. have been returned and Signed	
Verification from department head receive	ed (attached). MANDATORY	
Insurance cards returned	Policies cancelled as or	
Personnel Handbook Flash Drive returned identification/Access Card returned.	Deactivated date 4-3-85	
Thange of Address Form Complete IF NEE	DED Cuauded in system days	
Gave OPERS Essentials of Leaving Employ Email deactivated or forwarded as instru	CIED TO EMAIL A. AISIP & DATE	
Access to Emp. software systems termina	eted EMAIL A. Alsip & ocsupport Market com	
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COMMENTS:		

SIGNATURE OF HR DEPUTY COMPLETING FORM: Mafalle

EMPLOYEE SIGNATURE:

In the instance of job abandonment, within 7 days of payroli distribution of final check if no exist interview has been performed and no signature obtained from employee, attach signed verification/authorization from department head that all county property has been returned and mail final check to last known address via certified mail, return receipt requested with restricted signature. EXHIBIT

Lori Hendricks Wagoner County Clerk



307 E. Cherokee St. Wagoner, OK 74467 918.485.7716 Fax 918.485.7718

i, the unders Wagoner Co	igned recipient, will receive/have receiventy as follows:	red my final paycheck from	
<u> </u>	I will pick up my final paycheck on 3	2 day of June	20 25
فيالمناها	The County will mail me my final pay	check, per my request on I	
	day of 20		
	_ I give Wagoner County HR permission	n to release my check to:	
	on the date specified above.	ID REQUIRED	
Cabyic Employee	W Hackwell . Go	about 1 miles and	120 25 Date
	of my knowledge, I have been paid all ding but not limited to, any accrued but	of my wages earned throu unused vacation/PT© time	gh my separation
Galoric Printed Na	ne of Recipient		
7 9	of Recipient	U 30 25 Date	102
	of Person Issuing Final Paycheck	Date	

Wagoner County Administration and HR,

I am submitting this formal statement in connection with the termination of my employment with Wagoner County Sheriff's Office on 6/5/2025. This letter serves as an official record of relevant events leading up to my termination and outlines serious concerns regarding potential violations of workplace protections and county policies.

On 6/3/2025, my supervisor, and experienced a significant emotional breakdown after being informed by E911 Coordinator Mark Ketchum that she would be required to work over 60 consecutive hours per week for an extended period of approximately 20 days without a day off. As a result of the impact this had on the work environment, I reached out to the Human Resources department seaking clarification and support on how to preced, particularly in regard to employee welfare and operational stability.

Following this communication with HR, Mr. Ketchum requested that I prepare a written statement to County Commissioner James Hanning explaining the reason for my contact with HR. I was subsequently advised by HR that such a request was inappropriate but that I should comply regardless. I then contacted Commissioner Hanning directly via email to confirm whether the request originated from him, and he responded affirmatively. He instructed me to provide details of the meeting with HR, including the individuals present, the context of the discussion, and the duration.

Before I could fulfill this request, I was terminated by Mr. Ketchurn without being provided a reason or written documentation. My supervisor, and resigned shortly thereafter.

During my employment, I witnessed and was made aware of conduct by Mr. Ketchum that included intimidation and inappropriate behavior toward female employees, which appeared to contribute to multiple resignations.

I have retained legal counsel due to my termination occurring in close presently to my protected activity retaining serious concerns about retailation under applicable employment fave. This letter is intended to serve as part of the documentation related to that process.

Please ensure that this statement is included in my personnel file. Should your office or any designated investigator require further information, I am willing to cooperate fully through the appropriate legal channels.

Sincerely.

Gabrielle Blackwelf

RECEIVED

JUN 3-0 2025

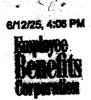
Human Resources Dept.
Wagoner County Clerk's Office
Wagoner, OK 74487

EMPLOYER'S NOTICE OF EMPLOYEE TERMINATION

TO THE EMPLOYER:

When an employee terminates employment from Wagoner County, the following information is needed for the completion of paperwork for OPERS and insurance. Please complete the following and return to the Wagoner County Clerk's office as soon as you are aware that an employee is terminating. For compliance with State rules and regulations regarding insurance and retirement, it is critical that you notify us of termination immediately.

Employee Name	Gabrielle Blackwell
	: Please Print
teason for Discharge: Terminated detected Louisian	longe south
Employee eligible for Rehire: Yes	No X3
DEPARTMENT HEAD: HAS ALL COUNTY PROPERTY	/ BEEN RETURNED? Yes 👀 No 🗆
Please attach Wagoner County Property Status No	otice and Phone Change / Email Address Request form(s)
Termination Date 06/06/2025	
Termination Date	
Last Date on Payroll 06/05/2025	
Hours worked in current pay period	
Accrued Comp Time	Accrued Vacation Time
Remaining Personal/PDO Time	Accrued Holiday Time
Did Employee complete training/quality for safety	ty bonus? If yes, attach proper documentation. Yes 🗆 🛚 No 🗭
Aldress	
NOTICE TO EMPLOYEE: All full-time employees to person within 3 days of notice to esecute OPER: HELD UNTIL ALL PAPERWORK IS COMPLETE.	who are terminating must report to the County GMC's Office (HR) in IS and insurance documents, EMPLOYEE'S FINAL PAYCHECK WILL BE
SIGNATURES	가는 보고 있는 것이 되었다. 그런 경기를 받는 것이 되었다.
Dated this Day of	
Employee Signature	
County Official Signature and Title Mark Kets	Church "917 Coordinator
County Official Signature and the Tribate Tribate	
	sources/ Employee Forms/ Employee Termination Notice Form - 2024
K://Shared Documents/ Porms/ Human Res	Officea Emblosee I game



Home

→ Members

Add Member

Find Member

Individual Member

Profile

Plans & Bundles

Dependents

Subsidies

Payments

Premiums Paid

Premiums Due

Letter inserts

Letter Attachments

Communications

Timeline

b General

Contacts

Qualified Beneficiary

Direct Bill

Divisions

p imports & Reports

Recent Activity

> Help

thoward@abologb.comw2762 *

Gabrielle Blackwell

Qualified

Beneficiary Member

SSN: XXX-

XX-

Employer: Wagoner Employer Division: Event

County Wagoner

Date: 06/30/2025

County

First Day

Last

f

Day to

Coverage: Elect:

07/01/20298/30/2025

Member has not elected

Pigne

raile.

Gender

Member Information ~

Name Date... SSN

Gabrii 01/03 X006)

Addr...

40 Be Pho... Pho... Ernall

Com... Empl... Payro... Tobs...

USPS Full-T Unkno Unkno

Mem...

Indi... Plan 3361 Yea...

Event Information ×

Employer Portal

Event Category

Employee

Specific Rights P...

Event Type

2nd Event

Termination

No

Event Date

Legacy

06/30/2025

No

Date Entered

06/12/2025

Last Day of Initia...

Enrollment Date

02/05/2025

Additional Information ~

Disability Extension Ap...

Subsidy

No

No .

Uses Health Coverage ...

No

Registration Code

Premium Coupon Type

Coupon Book

Registration Dat...

Benefit Group

User Name

Account Structure

Employer Custo...

Last login: 05/20/2025 | 7:24 AM

CST



View/Update Employee - View Personal Details

Employee: GABRIELLE C BLACKWELL

Employee Id:

Status: Puture Cancel

Cancel Reason: Left Employment

Personal Details

BLACKWELL, GABRIELLE C - Employee

Social Security #:

Gender: Fe

Date of Birth:

Marital Status: Unknown

Native Language: English

Preferred Written Language: English

Preferred Spoken Language: English

Ethnicity: Not Hispanic or Latino

Race: White

Hire Date: 02/05/2025 Effective Date: 05/05/2025

Address (mailing) COCUST SROVE, OR 74382-1946

Bus Phone:

Home Phone:

Mobile Phone:

Email Addr:

Coverage Details

Plan: BLUEPH - BLUE ADVANTAGE \$3000

Tier: Employee

Group/Section: 401459 - 2000

Effective Date

BLACKWELL, GABRIELLE C

Employee

05/05/2025

07/01/2025

Plan: PDENT - BlueCare Dental

Tier: Employee

Group/Section: 361434 - 4000

Effective Date

Cantal Date

BLACKWELL, GABRIELLE C

Employee

05/05/2025

07/01/2025

Other Coverage

No one is eligible for Medicare coverage.

Category Details

Category Usage

Catagory Mumber

Description

Harabes Date

0000

ALL SUBSCRIBERS

05/05/2025

PROD

Active

05/05/2025

BILL

0001

ALL SUBSCRIBERS

05/05/2025

RPT

0000

ALL SUBSCRIBERS

05/05/2025

0000

MAIL

Effective Swin 05/05/2025

05/05/2025

WHEN THE

Maria Help Center Documents Billing Reports Members Wagoner County G000ARLX Return to my Dashboard Member Options Gabrielle Blackwell ... Return to Search This member is terminated as of \$1/01/2025, if changes are needed, please contact your Dedicated Service Team for esistance. 07/01/2025 **Member Details** Benefits as of **Address** Personal Street Gabrielle C Blackwell City 74352-1046 **Locust Grove** Birth Date **Employment** Salary **Bill Group** Frequency Basic Salary 0001 - Wagoner County Monthly \$3,584.82 A001 - All Eligible Active **Employees Coverages** There are no coverages active **Dependents**

There are no dependents active

The state of the s			Waguner County	SOODARLX Return to my	Dashboa
Return to Search Gabrie	elle Blackwell ····			Return to M	ember
neum w search					
				•	
minate Member					
Reason	A Terminate Member	Review		matton have been saved	
Reason for resmination	Select contract termination rule	Review cha	nger results		
	Parks				
unber has been successfully termina	ate on June 17th and will be available	e the following business	lay. Adjustments may be reflec	ted on the next invoice based	lon your
ur next invoice is scheduled to gener	SG 60 True Titu Stin sett ne assurant		mantan		
intract's eligibility rules. Please see y	our contract or call your dedicated se	rvice team for more infor			
ontract's eligibility rules. Please see y	our contract or call your dedicated se	ervice team for more infor			
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click Here to Print

Short-Term Disability (STD)

07/01/2025



Termination Confirmation for GABRIELLE BLACKWELL

Transaction Date: June 6, 2025

Transaction Done By: mari.ra58 - Maria Rafallico

Effective Date of Change: July 1, 2025

Clean

Division:

30018445 - Wagoner County

0001 - WAGONER COUNTY

0001 - WAGONER COUNTY

Coverage Start Date: May 5, 2025

GABRIELLE BLACKWELL

Coverage Code:

C - Member Only

LOCUST GROVE, OK 74352-1046

January 3, 1995

Gender:

Birth Date

Work Email Address: GBLSCKWELL@WAGONERCOUNTY.OK.GOV

vsp.com

Leri Hendricks

From:

Wagoner County District One < Wagcnty3@windstream.net>

Sont:

Thursday, June 5, 2025 11:05 AM

To:

Gabrielle Blackwell

Co

Lori Hendricks: Mark Ketchum

Sublact

Re: HR Report

Gabby.

I did ask that you put into writing, all you can remember of what lead up to the need of any 911 personnel to go down stairs to Maria in the HR dept. Also, please write out what happened in that meeting, how long it took and what happened once returned, if any. I understand that this has happened again today. Please write a separate letter of the circumstances that lead to this action. Also include the time you were to be on duty, what time this happened, who was in attendance, what if anything took place upon your return to your shift. I am having black set with each employee in 911 to couch on how these matters are to be handled in the future. The protocol for this was established years ago, " All departments and department heads of those departments that report to the Board of Commissioners will report directly to the Chairman of the Board". All day to day activity will be handled by the department head and that department head will report to the Chairman as needed. I know Lori has already talked with you on the proper procedure. However, effer reading this e-mail, I think maybe there needs to be some clarification. Please feel free to contact me with any other concerns that cannot be handled by Mark.

Thank you

James Hanning Commissioner Chairman of the Board Wegener County District 1 30020 E 71st St So Broken Arrow, OK 74014 (918) 357-1927 phone (918) 357-2053 fex wagenty3@windstream.net

From: "911 Director Gabrielle Blackwell" <gblackwell@wagonercounty.ok.gov>

To: "Tim Kelley" <tkelley@wagonercounty.ok.gov>, "Randy Stamps"

<rstamps@wagonercounty.ok.gov>, "Wagoner" <wagonty3@windstream.net>

Sent: Thursday, June 5, 2025 10:34:29 AM

Subject: HR Report

Randy, James and Tim.

I hope this email finds you well. I wanted to confirm whether you have requested a report regarding my recent communication with HR regarding workplace concerns.

Maria Rafalko

From:

Mark Ketchum

Sent:

Tuesday, July 8, 2025 9:21 AM

To: Subject: Maria Rafalko Unemployment

Maria,

Per our discussion yesterday, please deny the request.

Mark Ketchum

IT Administrator

Wagoner County 911

1 (918) 640-8880

307 E. Cherokee

Wagoner, OK 74467

This communication is for use by the intended recipient and contains information that may be privileged, confidential, or copyrighted under law. If you are not the intended recipient, you are formally notified that any use, copying, or distribution of this e-mail, in whole or in part, is strictly prohibited. Please notify the sender by return e-mail and delete this e-mail from your system. Unless explicitly and conspicuously stated in the subject matter of the above e-mail, this e-mail does not constitute a contract offer, a contract amendment, or an acceptance of a contract offer. This e-mail does not constitute consent to using the sender's contact information for direct marketing purposes or for transferring data to third parties.

Tuesday, June 3, 2025 - Meeting with 911

At 9:15 am I received a phone call from Gabrielle Blackwood in 911. She stated there was an urgent situation and could I please come up to the 911 office ASAP. When Nichole Stoneking and I arrived, Cheyenne Thomas excused herself and left the room.

was cleaning though old binder material and crying and Gabrielle said she was not letting this go anymore, something had to be done to advocate for was visibly very upset and hugged Nichole to try to compose herself.

She told us that she hadn't had a day off in 15 days and was working 7:30 am Tuesday to midnight. She hadn't been able to see her children in three weeks, and needed time off. Her family has been urging her to resign because of the long exhausting hours. She didn't want to leave the Deputies high and dry. Gabrielle said she'd leave too if the long exhausting hours. She didn't want to me a schedule she had made that she was off this weekend and one that Mark Ketchum made that was completely different than the one she made. He told her they were short staff and to handle it. She claimed she had several conversations with Mark about the over loaded work schedule and her need for time off as she was physically and mentally exhausted.

Cheyenne Thomas came back into the 911 office and went to work. Gabrielle confirmed that was working non stop and needed a break too. They said if two deputies could come in that were CAD trained and OLETS experienced to help it would help them very much. I asked if they spoke to Mark. They both said yes, and his reply was "well we need to get two more people through training in approximately one month". Can said she can't wait that long. He told her figure it out. I asked if she wanted to meet with Mark with me present. She said maybe. I asked exactly what did she need me to do; she replied for me to speak to him because she needs time off and can't figure it out as there are no trained able bodies to fill in.

I came back to my office and called Mark Ketchum, Dept Head. I told him everything that had transpired. He was not happy and said that He would handle it. Later that afternoon he came and spoke to me and told me there is a drama clique with Gabrielle, when and Cheyenne.

What sales said was not true and this was only the tip of the problem but he is well aware and it will be resolved. He couldn't understand why she ran to HR and what she expected to come from this. I told him I have no authority and can only advise on policies and procedures. I was not stepping on his toes and he had final say on everything in his department. He was satisfied with the conclusion of our discussion.

Main Refuero

14

Any indication, express or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other employee, supervisor, or manager.

Any action relating to an employee's job status which is in fact affected by consideration of the

granting or refusal of social or sexual favors.

The deliberate or careless creation of an atmosphere of sexual harassment or intimidation.

The deliberate or careless expression of jokes or remarks of a sexual nature to or in the presence of

employees who may find such jokes or remarks offensive.

The deliberate or careless dissemination of materials (such as cartoons, articles, pictures, etc.), which have a sexual content and which are not necessary for our work, to employees who may find such materials offensive.

The County expects that everyone will act responsibly to establish a professional work environment. However, if an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee should promptly report that conduct to his/her immediate supervisor, another member of supervision, or a member of the Board of Commissioners within three calendar days of the offense. Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of supervision. The person the harassment or discrimination is reported to will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim. Employees who believe they have been discriminated against on the basis of a disability or who believe they have not been properly afforded a reasonable accommodation for a disability should utilize this same complaint and reporting process.

The County will conduct its investigation in as confidential a mariner as possible. However, the County will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration.

The County prohibits retaliation of any kind against employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to his/her immediate supervisor, another member of supervision, or Human Resources within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Employees are encouraged to use the Complaint Resolution Procedure (Open Door Policy) set out in this handbook as well.

WHISTLEBLOWER PROTECTION POLICY

Wagoner County has an open-door policy which includes Whistleblower protections in accordance with Federal Law. In no instance with there be retaliation against a whistleblower whether that individual be an employee or person acting on behalf of an employee or member of the public. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as

COMPLAINT RESOLUTION PROCEDURE (OPEN DOOR POLICY)

Wagoner County believes it is in the best interest of both the County and its employees to promote free and open communication between employees and all levels of management. Wagoner County encourages employees to discuss work-related concerns with their supervisor, other management personnel, and elected officials. However, even in such discussions, misunderstandings occur. In order to resolve such instances as quickly and easily as possible, we suggest the following to ensure a policy of free and open communication:

Step 1: Should you have a concern, bring it to your supervisor's attention (if appropriate) verbally or in writing. After reviewing the facts, your supervisor will meet with you to discuss your concerns and to respond.

Step 2: If you are not satisfied with your supervisor's response for if meeting with him or her is not appropriate) then you may present your concern to the next immediate supervisor or to the appropriate elected official who will follow the same evaluation process.

Step 3: If you wish to pursue this matter further, then you may present your concern to the Board of County Commissioners who will investigate the matter.

After considering your position and the available facts, the Board of county Caminissioners will make a final determination on how Wagoner County will respond to your concern:

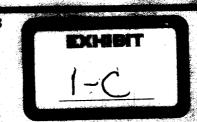
POLICY AGAINST HARASSMENT AND DISCRIMINATION AND COMPLAINT PROCEDURE

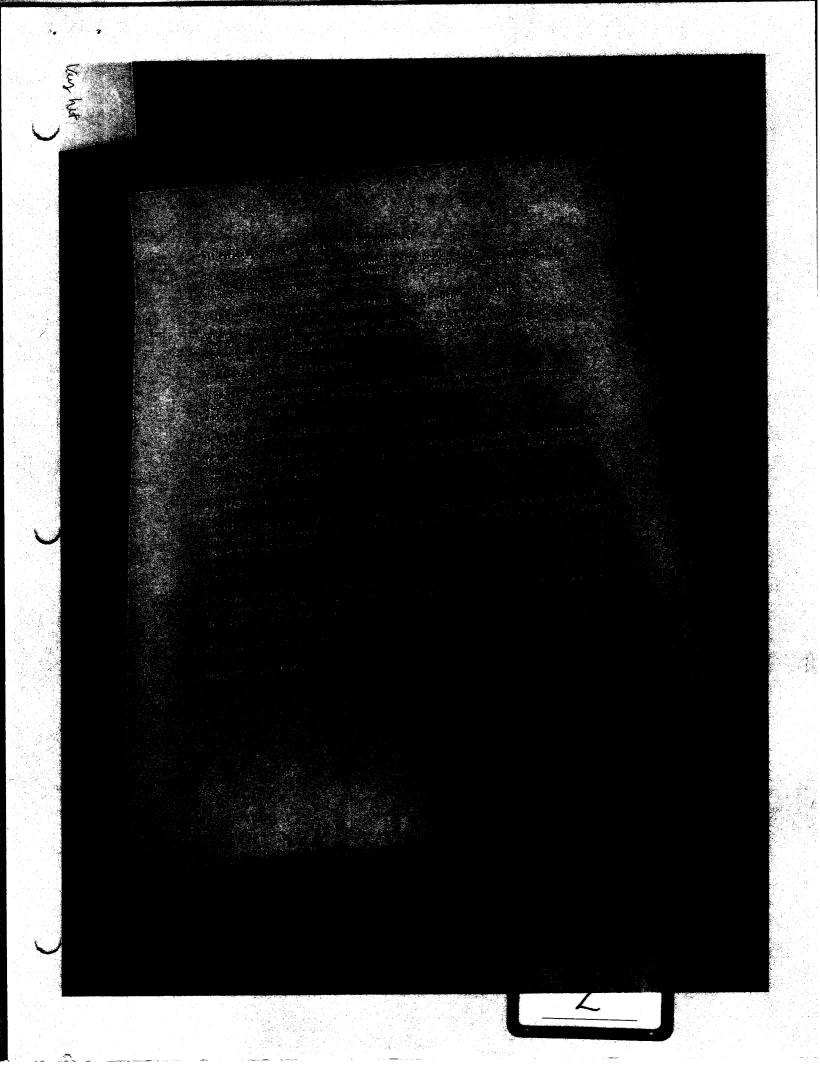
Discrimination, harassment, and/or retaliation in any form constitute miscalalize that undermines the integrity of the employment relationship with the County. The County prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's actual or perceived sexual orientation or gender, national origin, age, disability, or any other basis protected by federal, state, or local law. Furthermore, the County will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship, health, or safety concern.

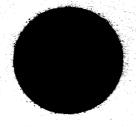
Harassment prohibited because of protected status includes but is not limited to verbal conduct such as epithets, derogatory comments, slurs or unwelcome sexual advances, requests for sexual favors, or use of offensive or demeaning terms, including those which have a sexual connotation.

The following are additional examples of conduct which may be legally actionable sexual harassment;

- Use of any offensive or demeaning terms which have sexual connotation.
- Any verbal, visual, or physical conduct of a harassing and/or discriminatory nature including objectionable physical proximity or physical contact.
- Unwelcome suggestions regarding, or invitations to, social engagements or work-related social events.







WAGONER COUNTY PERSONNEL POLICY HANDBOOK

2023 Edition

Revisions from the 2021 handbook are underlined.

ACKNOWLEDGEMENT OF RECEIPT OF THIS DOCUMENT TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

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COMPLAINT RESOLUTION PROCEDURE (OPEN DOOR POLICY)

Wagoner County believes it is in the best interest of both the County and its employees to promote free and open communication between employees and all levels of management. Wagoner County encourages employees to discuss work-related concerns with their supervisor, other management personnel, and elected officials. However, even in such discussions, misunderstandings occur. In order to resolve such instances as quickly and easily as possible, we suggest the following to ensure a policy of free and open communication:

Step 1: Should you have a concern, bring it to your supervisor's attention (if appropriate) verbally or in writing. After reviewing the facts, your supervisor will meet with you to discuss your concerns and to respond.

Step 2: If you are not satisfied with your supervisor's response (or if meeting with him or her is not appropriate) then you may present your concern to the next immediate supervisor or to the appropriate elected official who will follow the same evaluation process.

Step 3: If you wish to pursue this matter further, then you may present your concern to the Board of County Commissioners who will investigate the matter.

After considering your position and the available facts, the Board of county Commissioners will make a final determination on how Wagoner County will respond to your concern.

POLICY AGAINST HARASSMENT AND DISCRIMINATION AND COMPLAINT PROCEDURE

Discrimination, harassment, and/or retaliation in any form constitute misconduct that undermines the integrity of the employment relationship with the County. The County prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's actual or perceived sexual orientation or gender, national origin, age, disability, or any other basis protected by federal, state, or local law. Furthermore, the County will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship, health, or safety concern.

Harassment prohibited because of protected status includes but is not limited to verbal conduct such as epithets, derogatory comments, slurs or unwelcome sexual advances, requests for sexual favors, or use of offensive or demeaning terms, including those which have a sexual connotation.

The following are additional examples of conduct which may be legally actionable sexual harassment:

- Use of any offensive or demeaning terms which have sexual connotation.
- Any verbal, visual, or physical conduct of a harassing and/or discriminatory nature including objectionable physical proximity or physical contact.
- Unwelcome suggestions regarding, or invitations to, social engagements or work-related social events.

- Any indication, express or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other employee, supervisor, or manager.
- Any action relating to an employee's job status which is in fact affected by consideration of the granting or refusal of social or sexual favors.
- The deliberate or careless creation of an atmosphere of sexual harassment or intimidation.
- The deliberate or careless expression of jokes or remarks of a sexual nature to or in the presence of employees who may find such jokes or remarks offensive.
- The deliberate or careless dissemination of materials (such as cartoons, articles, pictures, etc.), which
 have a sexual content and which are not necessary for our work, to employees who may find such
 materials offensive.

The County expects that everyone will act responsibly to establish a professional work environment. However, if an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee should promptly report that conduct to his/her immediate supervisor, another member of supervision, or a member of the Board of Commissioners within three calendar days of the offense. Employees are not required to approach the person who is harassing and/or discriminating against them, and they may bypass any offending member of supervision. The person the harassment or discrimination is reported to will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim. Employees who believe they have been discriminated against on the basis of a disability or who believe they have not been properly afforded a reasonable accommodation for a disability should utilize this same complaint and reporting process.

The County will conduct its investigation in as confidential a manner as possible. However, the County will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. The corrective action issued will be proportional to the severity of the conduct. The alleged harasser's employment history and any similar complaints of prior unlawful discrimination and/or harassment will be taken into consideration.

The County prohibits retaliation of any kind against employees, who, in good faith, report harassment and/or discrimination or assist in investigating such complaints. If an employee feels he/she has been subjected to any form of retaliation, the employee should report that conduct to his/her immediate supervisor, another member of supervision, or Human Resources within three calendar days of the offense. Employees are not required to approach the person who is retaliating against them, and they may bypass any offending member of management. Employees are encouraged to use the Complaint Resolution Procedure (Open Door Policy) set out in this handbook as well.

WHISTLEBLOWER PROTECTION POLICY

Wagoner County has an open-door policy which includes Whistleblower protections in accordance with Federal Law. In no instance with there be retaliation against a whistleblower whether that individual be an employee or person acting on behalf of an employee or member of the public. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as

termination or threat of termination, compensation decreases, or poor work assignments, relocation and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must report it immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated, unless such conduct is required by the employer.

Whistleblower protections are provided in two important areas: confidentiality and retailation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The provisions of this policy do not authorize the disclosure of information that is legally required to be kept confidential; or diminish or impair the rights of an employee.

"Matter of public concern" means a violation of a state, federal or municipal law, regulation or ordinance; a danger to public health or safety; and/or gross mismanagement, substantial waste of funds or a clear abuse of authority.

Procedures:

- A. If an employee has knowledge of or a concern of illegal or dishonest/fraudulent activity, the employee is to contact his/her immediate supervisor, their Elected Official or Human Resources and shall submit a written report concerning the matter.
- B. The employee is not required to submit a written report if he or she believes with reasonable certainty that the activity, policy, or practice is already known to the official, that the activity involves the official; or that an emergency is involved. In this instance, a report should be made immediately to Human Resources.
- C. Any concerns involving Human Resources should be reported to the County Clerk and/or the Board of County Commissioners.
- D. The whistleblower is not responsible for investigating the alleged illegal or dishonest activity, or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.
- E. Reports of illegal activity shall be forwarded to the District Attorney for further investigation.

WORKER'S COMPENSATION AND REPORTING OF ACCIDENTS AND/OR INJURIES PROCEDURES

It is the policy of Wagoner County to prevent the occurrence of accidents by maintaining safe working conditions and promoting safety at all times.

Employees must report any injury received while on the job as soon as practical to their supervisor, regardless of the extent of the injury. The Supervisor will determine if the employee should have medical attention and where medical services will be given. If doubt exists, the employee should be sent to a clinic or hospital emergency room where the employee should be examined by medical personnel. The employee must complete a written report as soon as practical. If the employee is unable to complete a report, the supervisor will complete it.

READ CAREFULLY BEFORE SIGNING BELOW

EMPLOYEE PERSONNEL POLICY HANDBOOK ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of The Employee Personnel Policy Handbook adopted by Wagoner County and understand that it outlines the policies and practices that apply to me as an employee with Wagoner County.

I further understand that I am governed by the contents of The Employee Personnel Policy Handbook and that it is <u>my responsibility</u> to familiarize myself with all information in The Handbook.

The information, policies and benefits described in The Handbook are subject to change. I understand and agree that such changes can be made by the County at its sole and absolute discretion. Any changes to the policies and practices described in The Handbook must be made in writing by the County in order to be effective, and I agree to observe these changes in all respects. I understand The Handbook represents the sole policy of the County and replaces and supersedes any and all other oral or written personnel policies or procedures. I understand that the most updated version of the Handbook will be posted on the county website at https://www.ok.gov/wagonercounty/About_Wagoner_County/Employee_Information.

I further understand The Handbook is not, nor is it intended to be a contract of employment. I further understand the County Elected Official retains the right of employment-at-will to terminate his/her employees at any time for any reason not prohibited by Federal, State or Municipal law. Employees may also terminate at will.

I further understand that this signed statement will be a permanent record in my personnel file.						
Employee's Name (Printed or Typed)				Employee's Signature		
Date_						

READ CAREFULLY BEFORE SIGNING BELOW

COMPENSATORY TIME OFF FOR OVERTIME ACREEMENT

county's Employee Personnel Pol employees pursuant to the Fair La compensatory time off in lieu of c	ave read, understand and have in my possession Wagone licy Handbook. I further understand that overtime for eligible abor Standards Act 29 U.S.C. Section 207 (0)(2) shall be paid a cash overtime payment under the guidelines of the Fair Laboraty's Employee Personnel Policy Handbook.
As an exception to this policy, over any national or state <u>declared</u> er epidemic/pandemic in nature.	ertime shall be paid as cash overtime payment in the event of mergency, whether it be weather, other natural disaster, or
I further understand that this sign	ed statement will be a permanent record in my personnel file.
Employee's Signature	Employer Representative Signature
Date Signed	

, faxed 8-7-8025

BRENDAN M. MCHUGH
ROUTE 66 ATTORNEYS
PO BOX 1392
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August 7, 2025

NOTICE OF CLAIM PURSUANT TO THE OKLAHOMA COVERNMENTAL TORT CLAIMS ACT

TO: Wagoner County

Attn: Lori Hendricks, Wagoner County Clerk

PO Box 156

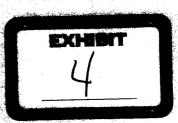
Wagonez, OK 74477

Via Facsimile: (918) 485-7718

Dear Ms. Hendricks:

This correspondence shall serve as notice of my client's claims against Wagoner County and numerous of its agents and employees. Pursuant to 51 O.S. 156 my client provides the following information:

- 1. The claimant's name is as follows: Gabrielle C. Blackwell (Claimant). Her address is a Locus Grove, Oklahoma 74352. Her date of birth is a lateral and her SSN contained in her personnel file at Wagoner County. (Please note that Claimant objects to the disclosure of her SSN on publicly available documents).
- Claimant has numerous claims arising from numerous incidents in June of 2025 and continuing.
- Claimant has suffered substantial damages as a result of negligence and numerous violations of the Oklahoma Constitution by Wagoner County and its agents/representatives.



- 4. The circumstances surrounds claimants damages arise as follows:
 - Claimant was working in Dallas, Texas as a dispatcher but moved in September 2024 to Oklahoma.
 - Claimant quit her job in Dallas to move to Oklahoma. Claimant was making \$21.50 per hour in Dallas and in Wagoner, she was making \$19.00 an hour.
 - Claimant started in February 2025 in Wagoner County E-911. This is a separate entity but subject to hiring and firing by the Bd of Cty Commissioners. Claimant's supervisor was Mark Ketchum (Ketchum).
 - A co-worker was being harassed by Ketchum. This co-worker had a mental
 health issue. She was struggling with anxiety and depression. Ketchum was a
 bully and hostile to her and started having her work more than 40 hours, he
 put her schedule for 65 hours. This co-worker started crying to Claimant,
 who was friends with her.
 - Claimant called HR Tuesday June 3, 2025 and spoke with Maria Rafalko.
 - Marie Rafalko spoke with the co-worker. A few hours later, HR-Maria sent an email to Claimant "he did not take it well." This was in reference to Ketchum.
 - A few hours later, Ketchum came in yelled at this co-worker and told her the schedule was for her eyes only and she should not have called HR.
 - On June 5, 2025, Ketchum, after learning Claimant was the source of the complaint, told Claimant that she needs to write a report on what happened in HR meeting, what she told HR and what transpired (policy says this is supposed to be confidential and also that the target of the complaint is not supposed to be involved in the investigation). Claimant went to HR with a concerns about Ketchum's request. The clerk arrived and told Claimant that Commissioner Hanning wanted the statement.
 - Ketchum that same day gave Claimant forms to sign a new policy precluding workers from going to HR unless referred by chain of command, she did not sign paper.
 - Ketchum, in conspiracy with County Commissioner James Earl Hanning, fired Claimant that afternoon.
- 5. Claimant has suffered substantial damages in excess of \$75,000.00.

6. The authorized agent to settle the claim on behalf of the claimant is Brendan M. McHugh, Attorney at Law, P.O. Box 1392, Claremore, Oklahoma 74018; phone number (918) 608-0111.

Brendan M. McHugh, OBA#18422 Rt. 66 Attorneys, LLC P.O. Box 1392 Claremore, OK 74018 (918) 803-4910 Attorney for Claimant



Brendan Mchugh

threq1990@gmail.com>

Your fax to (918) 485-7718 was successfully sent

1 message

no_reply@coma.com <no_reply@coma.com>
To: bmcq1990@gmail.com

Thu, Aug 7, 2025 at 2:54 PM

Account: Route 65 Attorneys: (918) 803-4910

Fax Sent Successfully

Your fax to (918) 485-7718 was sent successfully.

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