

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

**JOHN A. WATTS, ANDREW J. MARKS
& KEVIN W. CRONIN,**

Plaintiffs,

HON: RICHARD A. ENSLEN

-vs-

CASE NO. 4:02CV0223

ANTKOVIK & ANTKOVIK, P.C.
A Michigan Professional Corporation,

PETER ANTKOVIK II, an individual,
and Stockholder n ANTKOVIK & ANTKOVIK, P.C.,

HEIDI WOLF, an individual,

MICHAEL DAY, individually
and in his official capacity as
a Court Administrator,
Administrator of the Allegan County Circuit Court,

HARRY A. BEACH, individually and in his
Official Capacity as an administrator over
Courts, including Contracts with attorneys
for appointment to represent indigent
parties in Allegan County Juvenile Court,

GEORGE R. CORSIGILIA, individually and in
his Official Capacity as an administrator over
Courts, including Contracts with attorneys for
appointment to represent indigent parties in
Allegan County Juvenile Court

MICHAEL L. BUCK, individually and in his
Official Capacity as an administrator over
Courts, including Contracts with attorneys for
appointment to represent indigent parties in
Allegan County Juvenile Court,

COUNTY OF ALLEGAN, a Municipal Public
Body

PLACHTA LAW OFFICE PC
By: Thomas J. Plachta (P-23705)
Attorney for Plaintiffs
405 S. Main
Mt. Pleasant MI 48858
(989) 773-5900

JOHNSON, ROSATI, LABARGE, ASELTINE & FIELD, P.C.
By: JAMES L. DYER (P32544)
34405 West Twelve Mile Road,
Suite 200
Farmington Hills, MI 48331
(248) 489-4100
Attorney for Defendant, Allegan County

PETER ANTKOVIK II
416 Hubbard Street
Allegan, MI 49010
(269) 673-8468
Attorney for Defendants, Peter Antkoviak II & Antkoviak & Antkoviak, PC

RUSSELL A. DEMOTT (P-49156)
1244 Lincoln Road
Allegan, MI 49010
(269) 686-8330
Attorney for Defendant, Heidi Wolf

MARK E. DONNELLY (P-39281)
Michigan Dept of Attorney General
Public Employment, Elections & Tort Division
PO Box 30736
Lansing, MI 48909
(517) 373-6434
Attorney for Defendants, Michael Day, Harry A. Beach,
George R. Corsiglia and Michael L. Buck

FIRST AMENDED COMPLAINT

NATURE OF THE ACTION

This is an action brought for violations and threatened violations of the rights of Plaintiffs to equal protection of the laws under the Fourteenth Amendment to the United States Constitution, and for 1st amendment rights discrimination in violation of 42 U.S.C. §§ 1981, 1983 and 2000d et seq. Plaintiffs seek declaratory and injunctive relief and compensatory and punitive damages in an amount to be proven at trial.

There are ancillary state claims.

Plaintiffs allege that this is a "First Amendment retaliation case". "A State cannot condition public employment on a basis that infringes the employee's constitutionally protected interest in freedom of speech."

Plaintiffs' speech was "protected activity" under the First Amendment; Plaintiffs' speech was a motivating or substantial factor in Defendants' decision to terminate or otherwise impair Plaintiffs' contract of employment; and Defendants would not have taken the same action irrespective of Plaintiffs' speech.

MONETARY RELIEF

As a result of Defendants' unlawful actions, Plaintiffs suffered and will continue to suffer monetary and other damage.

EQUITABLE RELIEF

Plaintiffs have no adequate remedy at law other than this action for declaratory relief. Plaintiff is suffering irreparable injury as a result of Defendants' actions and that injury will continue unless those acts are declared unlawful by this Court.

ATTORNEY'S FEES

In accordance with Title 42, United States Code, Section 1988, Plaintiff is

entitled to recover the costs and expenses of this lawsuit together with his reasonable attorney's fees.

JURISDICTION AND VENUE

This Court has jurisdiction of the action under 28 U.S.C. §§ 1331 and 1343. This action arises under the Fourteenth Amendment to the United States Constitution, and under federal laws, 42 U.S.C. §§ 1981, 1983, and 2000d et seq.

Venue in this Court is proper under 28 U.S.C. § 1391 and this Court has personal jurisdiction over Defendants in this matter because the events giving rise to this claim occurred, and will occur, in this district.

PLAINTIFFS

Plaintiffs, John A. Watts, Andrew J. Marks, and Kevin W. Cronin, are licensed attorneys who lived and practiced law in the County of Allegan, State of Michigan. They are, and at all times relevant to this litigation were residents of the State of Michigan.

DEFENDANTS

Defendants, Peter Antkoviak II, and Heidi Wolf are licensed attorneys who lived and practiced law in the County of Allegan, State of Michigan, at all times relevant to this Complaint.

Defendants Antkoviak & Antkoviak, P.C., A Michigan Professional Corporation. Peter Antkoviak II, an individual, and Stockholder in Antkoviak & Antkoviak, P.C.

Defendant, Michael Day, was the Administrator of the Allegan County Circuit Court at the times relevant to this Complaint.

Defendants, Harry A. Beach and George R. Corsiglia are Circuit Court Judges who served in that capacity at all times relevant to this Complaint.

Defendants Harry A. Beach and George R. Corsiglia, exercised administrative duties for the Allegan County Court system as well, including but not limited to, determining, in conjunction with Defendants Michael Day and Michael Buck which attorneys would receive appointments in Allegan County Juvenile Court in abuse and neglect cases when the need for an appointed attorney for parties that appeared before the Court existed.

Defendant, Michael Buck was elected to the position of Allegan County Probate Judge in November 2000, and currently, serves in that capacity. He exercised administrative duties for the Allegan County Court system as described in above.

Defendant, County of Allegan, was the payer in contracts entered into by it or the other Defendants, Judges and Administrator mentioned above or both with Plaintiffs, and Defendant, Allegan County is a governmental body organized and existing under the constitution and laws of the State of Michigan.

Each individual Defendant and professional corporation is being sued in his, her, or its individual capacity.

COMMON ALLEGATIONS

1. Plaintiffs restate and re-allege the aforesaid as though fully set forth herein.
2. Plaintiff, John A. Watts, ran against Defendant, Harry A. Beach, for Allegan County Circuit Judge, and lost, approximately (10) years ago.
3. Plaintiff Andrew J. Marks, in 1988, ran against and the defeated Frederick R.

- Hunter, III, for Allegan County Prosecutor when Frederick R. Hunter, III was favored by the Circuit Judges of the County of Allegan in the early 90's.
4. For many years prior to 2000, a Contract for Juvenile Court appointments was entered into by Defendants, Harry A. Beach, George R. Corsiglia, Michael Day, and the County of Allegan, (the Court Defendants) with a group of attorneys, including Defendants, Antkoviak & Antkoviak, P.C., and Peter Antkoviak II, and Heidi Wolf (ATTORNEY GROUP 1) and Plaintiffs (ATTORNEY GROUP 2).
 5. In previous years, with respect to negotiating with the County of Allegan, government, and Defendants, a particular attorney was appointed by the groups of attorneys referenced in Paragraph 4 above to represent the interest, of the two groups in negotiations with the government Defendants, in truthfully reporting to the members of the group the status of the negotiations, and in writing or in agreeing to contacts on behalf of the members of the groups of attorneys who shared the Juvenile Court Defense Contracts.
 6. As a result, before late December 2000, Plaintiffs were one portion or subgroup of a group of attorneys who would receive Juvenile Court appointments and would be compensated for their work pursuant to the contract rate. (See copy of the 2000 Contract attached as Exhibit #1).
 7. The aforementioned contract provided that the attorney appointed would represent the appointed client until the need for representation ended.
 8. In late 2000, Plaintiffs were representing a number of parties in Juvenile Court in ongoing cases as a result of appointments from the Court.

9. In the late summer and fall of 2000, Plaintiff Kevin W. Cronin, ran for the position of Allegan County Probate Judge against Defendant, Michael Buck.
10. Plaintiffs, John A. Watts, and Andrew J. Marks actively campaigned for the Plaintiff, Kevin W. Cronin and publicly supported his candidacy in other ways.
11. Defendants Peter Antkoviak II and Heidi Wolf actively and publicly supported Mr. Cronin's opponent, Michael Buck for the position of Probate Judge.
12. In the November 2000 election, Michael Buck defeated Kevin W. Cronin for Allegan County Probate Judge.
13. With respect to the contract for Juvenile Court appointments, that the Court Defendants let out for bid in 2000, Plaintiffs, John A. Watts, Andrew J. Marks, and Kevin W. Cronin agreed with Defendants, Peter Antkoviak II, and Heidi Wolf, and others, that Mr. Antkoviak, II and Heidi Wolf, among others, agreed that they would present a solid, united, cohesive, non-dissenting negotiating group for the same amounts in its negotiations with the administrator, Michael Day, and others concerning the Juvenile Court contract.
14. Instead, without telling Plaintiffs about their activities, Defendants Peter Antkoviak II and Heidi Wolf, and others on/or about December 28, 2000, entered into their own agreement with Defendants, Judge Harry A. Beach, Judge George R. Corsiglia, Judge Michael Buck, and Michael Day, and the County of Allegan for court-appointments in Juvenile Court.
15. Defendant Peter Antkoviak II acted at all times as agent for Defendant ANTKOVIK & ANTKOVIK, P.C. a Michigan Professional Corporation.

16. Defendants Peter Antkoviak II and Heidi Wolf, acting as alleged herein, knowing and/or coming to know that the Court Defendants did not want to enter into a Contractual Agreement of any kind with John A. Watts, Andrew J. Marks, and Kevin W. Cronin, because of their political activities on behalf of Kevin W. Cronin.
17. Notwithstanding, Defendants Peter Antkoviak II and Heidi Wolf did not timely inform John A. Watts, Andrew J. Marks, or Kevin W. Cronin about their activities or the Court Defendants preferences and the reasons for those preferences.
18. Defendants Peter Antkoviak II and Heidi Wolf, and other attorneys received the next Contract for appointed juvenile work.
19. Plaintiffs John A. Watts, Andrew J. Marks, and Kevin W. Cronin were totally shut out of that contract.
20. The Court Defendants, awarded the Contract to Antkoviak & Antkoviak, P.C., Peter Antkoviak II and Heidi Wolf and affiliated attorneys to award them for their political activities on behalf of Michael Buck and against Kevin W. Cronin after encouraging them to present a bid separate from John A. Watts, Andrew J. Marks, and Kevin W. Cronin, which they did without telling John A. Watts, Andrew J. Marks, and Kevin W. Cronin.
21. The Court Defendants, which had always previously entered into Contracts with John A. Watts, Andrew J. Marks, and Kevin W. Cronin, for their performance of appointed work for indigent parties and others in Juvenile Court, did not do so in late 2000, because of John A. Watts, Andrew J. Marks, and Kevin W. Cronin's

political activities on behalf of Kevin W. Cronin.

22. Peter Antkoviak II, has publicly admitted that the decision not to award a part of the Juvenile Contract and John A. Watts, Andrew J. Marks, and Kevin W. Cronin, in late 2000 was a political decision. (See copy of Newspaper article attached as Exhibit 2).
23. The political decision was a retaliatory one related to Plaintiffs efforts on behalf of and support of Kevin W. Cronin for Allegan County Probate Court Judge.
24. Defendant Peter Antkoviak II did not inform Plaintiffs that he was not going to operate as their spokesman, negotiator and agent until at least January 4, 2001.
25. As a result of all of the above, Defendants, Peter Antkoviak II, and Heidi Wolf, were unjustly enriched, at plaintiffs' expense.
26. The Court Defendants, after the Michael Buck election and the awarding of the Juvenile Court Contract to GROUP 1, but not John A. Watts, Andrew J. Marks, and Kevin W. Cronin, also removed John A. Watts, Andrew J. Marks, and Kevin W. Cronin from their present Juvenile Court appointed cases, which caused them to lose future income and to have performed work for which they have not been paid.
27. As a result of the conduct of Defendants', Plaintiffs suffered and will continue to suffer a loss of income and benefits, emotional distress, a loss of enjoyment of life, incidental expenses, including moving expenses, and other economic and non-economic damages.
28. Defendants' actions were a proximate cause of the damages of plaintiffs, as

aforesaid.

29. Under the laws of the State of Michigan, Plaintiffs enjoy a constitutionally protected property interest in their business.
30. Under the laws of the State of Michigan and the Constitution of the United States, Plaintiffs enjoy the right of constitutionally protected speech on matters of public concern.
31. Defendants' actions in terminating Plaintiffs Contract because of their exercise of constitutionally protected speech abridge their right of freedom of speech in violation of the First and Fourteenth Amendments to the United States Constitution.
32. Defendants' actions in terminating Plaintiffs Contract violated Plaintiffs' constitutionally protected property interest in their businesses in violation of the Fourteenth Amendment of the United States Constitution.
33. Defendants' actions in refusing to pay amounts due under the 2000 Contract because of their exercise of constitutionally protected speech abridge their right of freedom of speech in violation of the First and Fourteenth Amendments to the United States Constitution; additionally, it breached the contract.

**FIRST CLAIM:
RETALIATION FOR POLITICAL ACTIVITY AND POLITICAL ASSOCIATION
AND BREACH OF CONTRACT: DEFENDANTS HARRY A. BEACH, GEORGE
R. CORSIGLIA, AND MICHAEL BUCK, MICHAEL DAY, AND COUNTY OF
ALLEGAN**

34. Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-33 of this Complaint.

35. Defendants Harry A. Beach, George R. Corsiglia, Michael Buck, Michael Day, and County of Allegan, refused to award a contract for representing parties appearing in the Allegan County Juvenile Court thereafter, to Plaintiffs in November 2000.
36. Defendants Harry A. Beach, George R. Corsiglia, Michael Buck, Michael Day, and County of Allegan have continued to refuse to do so.
37. These actions were taken despite Plaintiffs applications, because of Kevin W. Cronin's activities of running for Judge against Michael Buck, and because of Andrew J. Marks and John A. Watts' public support and campaigning for Kevin W. Cronin.
38. Defendants Harry A. Beach, George R. Corsiglia, Michael Buck, Michael Day, and County of Allegan also took away court-appointed clients of Plaintiffs because of Plaintiffs political activities described above in violation of a previously existing contract.
39. The actions of Defendants Harry A. Beach, George R. Corsiglia, Michael Buck, Michael Day, and County of Allegan, described above, violates the First Amendment of the Constitution of the United States and is actionable under 42 USC § 1983.

WHEREFORE, Plaintiffs request:

- A. all appropriate equitable relief;
- B. compensatory and punitive damages in an amount to be proven at trial;
- C. A declaration that these defendants violated their rights to nondiscriminatory

treatment under the Fourteenth Amendment and 42 U.S.C. §§ 1981, 1983, and 2000d *et seq.*;

- D. An order enjoining defendants from continuing to discriminate in violation of the Fourteenth Amendment;
- E. An award of attorneys' fees and costs pursuant to 42 U.S.C. § 1988 and any other applicable authority; and
- F. Awarding any other relief that is appropriate and just

SECOND CLAIM:

BREACH OF CONTRACT: DEFENDANTS HARRY A. BEACH, GEORGE R. CORSIGLIA, AND MICHAEL BUCK, MICHAEL DAY, AND COUNTY OF ALLEGAN

- 40. Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-39 of this Complaint.
- 41. The above cited actions impair the Constitutional and Statutory Rights of Plaintiffs clients to effective assistance of counsel.
- 42. The aforesaid constitutes a clear breach of the year 2000 Legal Service Contract between Plaintiffs and the County of Allegan and the Circuit Court.
- 43. *Inter alia*, these actions are also in violation of the provisions of MCLA 711 2A.117c(9) which states as follows:

“An attorney or “lawyer-guardian ad litem” for a child not be discharged by the court absent a showing of good cause on the record as long as the child is subject to the jurisdiction, control, or supervision of the court or Michigan Children’s Institute or other agency.” (Emphasis Supplied).

43. The breach of contract of these Defendants was a proximate cause of Plaintiffs' damages described herein.
44. This Court has jurisdiction over the allegations contained in this count under the equitable doctrine of pendent jurisdiction, as the state claims alleged in this count arises from the same facts and circumstances as Plaintiff's federal cause of action.

WHEREFORE, Plaintiffs request a money judgment against Defendants for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus costs, all recoverable interest, and any other relief this Court deems fair and just.

**THIRD CLAIM:
LEGAL MALPRACTICE**

45. Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-44 of this Complaint.
46. Defendant Peter Antkoviak II is, and was at all pertinent times, an attorney at law licensed to practice in the courts in the State of Michigan.
47. Defendant Peter Antkoviak II is, or was, a principal and/or employee in Defendant Antkoviak & Antkoviak, P.C.
48. Defendant Antkoviak & Antkoviak, P.C. is a law firm, believed by Plaintiffs to be Michigan professional service corporation
49. Defendant Peter Antkoviak II agreed to represent, and undertook to represent,

Plaintiffs as aforesaid.

50. By agreeing to be the sole agent of a group of attorneys, including Plaintiffs for the purpose of communications, negotiation, and entering into a contract, Defendant Peter Antkoviak II otherwise undertook to represent Plaintiffs.
51. Defendant Peter Antkoviak II, as an attorney at law, owed a duty to Plaintiffs to exercise that knowledge, skill, ability, and care ordinarily possessed and exercised by attorneys in the State of Michigan and further to act in good faith and in the best interests of Plaintiffs.
52. Defendant Antkoviak & Antkoviak, P.C., as a result of its relationship with its agent, Defendant Peter Antkoviak II, owed a duty to Plaintiffs to exercise that knowledge, skill, ability, and care ordinarily possessed and exercised by law firms in the State of Michigan and further to act in good faith and in the best interests of Plaintiffs.
53. Defendant Peter Antkoviak II breached the duties stated above, among others, in the following respects:
 - a. He failed to protect the legal rights of Plaintiffs;
 - b. He failed to fully advise Plaintiffs of their legal rights.
 - c. He committed the acts set forth elsewhere in this complaint.
 - d. He failed in other ways to comply with the standard of practice and care, the canons of ethics, the Michigan Rules of Professional Conduct, and ethical considerations applicable to attorneys in the State of Michigan.
54. Defendants Antkoviak & Antkoviak, P.C. and Peter Antkoviak II, breached that

agency agreement and fiduciary duty and committed legal malpractice in the manner described in the common allegations, including but not limited to:

- a) Not timely notifying Plaintiffs that the Court Defendants were seeking different bids from different groups of attorneys;
- b) Negotiating a Contract for himself and others but not for Plaintiffs, thereby, shutting Plaintiffs out of the Contract;
- c) Not notifying Plaintiffs of the status of other bids by other attorneys.

55. But for, and as a direct and proximate result of, the acts and omissions of Defendants Antkoviak & Antkoviak, P.C. and Peter Antkoviak II, Plaintiffs have suffered, these injuries and damages:

- a. They have lost the use of the money that should have been paid to them;
- b. They have had to pay fees to other attorneys in an attempt to remedy and mitigate the damages caused by the acts and omissions of Defendants;
- c. They have suffered stress, financial hardships, emotional pain and suffering, mental anguish;
- d. They have suffered the other damages and injuries set forth elsewhere in this complaint;
- e. They have suffered other compensable injuries and damages.

56. This Court has jurisdiction over the allegations contained in this count under the equitable doctrine of pendent jurisdiction, as the state claims alleged in this count arises from the same facts and circumstances as Plaintiff's federal cause of action.

WHEREFORE, Plaintiffs request a judgement against Defendants Antkoviak & Antkoviak, P.C. and Peter Antkoviak II for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus costs, all recoverable interest, attorney fees, and any other relief this Court deems fair and equitable.

**FOURTH CLAIM:
BREACH OF FIDUCIARY DUTY
DEFENDANTS ANTKOVIK & ANTKOVIK, P.C., AND PETER ANTKOVIK II**

57. Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-56 of this Complaint.
58. By agreeing to be the sole agent of a group of attorneys, including Plaintiffs for the purpose of communications, negotiation, and entering into a contract, Defendants, Antkoviak & Antkoviak, P.C, and Peter Antkoviak II, owed a fiduciary duty to Plaintiffs.
59. There was a special relationship between Defendants Antkoviak & Antkoviak, P.C, and Peter Antkoviak II, and Plaintiffs, as stated herein.
60. Defendant Antkoviak & Antkoviak, P.C. through its agent, had a duty to act in a fiduciary capacity on behalf of the Plaintiffs.
61. Defendants Antkoviak & Antkoviak, P.C.'s and Peter Antkoviak II's misrepresentations and/or negligence was a breach of their fiduciary duties.
62. As a result of their misrepresentations and/or negligence, and/or that of its agent(s), Defendants Antkoviak & Antkoviak, P.C. and Peter Antkoviak II, breached that fiduciary duty in the manner described herein, including but not

limited to, as follows:

- a) Not timely notifying Plaintiffs that the Court Defendants were seeking different bids from different groups of attorneys;
- b) Negotiating a Contract for himself and others but not for Plaintiffs, thereby, shutting Plaintiffs out of the Contract;
- c) Not notifying Plaintiffs of the status of other bids by other attorneys.

63. The conduct of Defendants Antkoviak & Antkoviak, P.C. and Peter Antkoviak II was a proximate cause of Plaintiffs' damages set forth above.

64. This Court has jurisdiction over the allegations contained in this count under the equitable doctrine of pendent jurisdiction, as the state claims alleged in this count arises from the same facts and circumstances as Plaintiff's federal cause of action.

WHEREFORE, Plaintiffs request a judgement against Defendants Antkoviak & Antkoviak, P.C. and Peter Antkoviak II for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus costs, all recoverable interest, attorney fees, and any other relief this Court deems fair and equitable.

**FIFTH CLAIM:
INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE, FRAUD,
AND UNJUST ENRICHMENT: DEFENDANT HEIDI WOLF**

65. Plaintiffs restate and re-allege as though fully set forth herein, Paragraphs 1-64 of this Complaint.

66. In 2000, as she had in many past years, Defendant Heidi Wolf agreed with

Plaintiffs and others that she would negotiate through one person elected as an agent and enter into a Contract with the Court Defendants for all members of the group under agreed upon terms for all members.

67. Notwithstanding, by virtue of her public support for Michael Buck for Probate Judge, Heidi Wolf, negotiated Contracts with the Court Defendants for herself and other attorneys shutting out Plaintiffs in the process.
68. Defendant, Heidi Wolf, did not tell Plaintiffs that she would be negotiating for herself against the interests of Plaintiffs.
69. Defendant Heidi Wolf, therefore, committed fraud and enriched herself to the detriment of Plaintiffs.
70. The conduct of Defendant Heidi Wolf was a proximate cause of Plaintiffs' damages set forth above.

WHEREFORE, Plaintiffs request a judgment against Defendant, Heidi Wolf for whatever amount is sufficient to compensate them for their injuries and damages and the injuries and damages they will suffer in the future plus costs, all recoverable interest, attorney fees, and any other relief this Court deems fair and just.

Dated: July 28, 2003

Respectfully submitted,

Plachta Law Office PC
405 S. Main
Mt. Pleasant MI 48858
989 773 5900 - Telephone
989 779 2146 - Facsimile

By: Thomas J. Plachta
Thomas J. Plachta (P-23705)