Jefferson County charges former ambulance director Brian Thomas with breach of contract

Thomas claims his resignation from ambulance service was 'coerced'

By Andy Hallman, Southeast Iowa Union

FAIRFIELD - Jefferson County has filed a lawsuit against former ambulance director Brian Thomas, alleging he breached the terms of his resignation agreement after stepping down from his post in 2024.

The county filed its lawsuit against Thomas on May 23, more than a month after Thomas filed suit against the county alleging it violated the state's veterans preference statute by terminating him without a hearing.

COUNTY'S LAWSUIT

Jefferson County Attorney Chauncey Moulding is charging Thomas with breaching the contract he agreed to with the county on April 17, 2024, when he resigned in lieu of an investigation into his employment, including concerns over "fraternization or inappropriate relationships with subordinates, misuse of material or equipment belonging to [Jefferson County Ambulance Service], and failure to adequately supervise subordinates," according to the complaint.

The complaint states that the county agreed to pay Thomas his salary, insurance benefits, and accrued vacation for another three months until July 12, 2024, which amounted to \$23,379.13. In exchange, Thomas agreed not to sue the county for any cause of action relating to his employment or separation therefrom. However, Thomas later filed actions against Jefferson County through the Iowa Civil Rights Commission, Equal Employment Opportunity Commission and Iowa Public Information Board.

'These actions are in material breach of Defendant's obligations under the April 17, 2024 resignation and release agreement," Moulding wrote in the complaint.

Moulding told The Union that the county is demanding repayment of Thomas's severance salary, attorney fees, and minimal punitive damage.

of the bargain," Moulding said of Thomas.

RESIGNATION

Court filings from this case and the case Thomas filed



Brian Thomas

against the county in April show that Thomas rescinded his original resignation agreement with the county, and Thomas is now arguing that the agreement is not in effect.

According to Jefferson County's lawsuit against Thomas, Thomas's attorney at the time Kellie Paschke revoked his acceptance of the resignation agreement on April 24, 2024 so she could have time to review it. The next day, April 25, 2024, the county's complaint states that Paschke withdrew Thomas's revocation of the agreement following her review, meaning the agreement remained in

In Thomas's lawsuit against the county, where he is now representing himself without an attorney, he is arguing that his resignation on April 17, 2024 was "coerced" and made "under duress," and that he filed a timely rescission of it on April 24, 2024. He argues the decision to withdraw that rescission was done "only after receiving ineffective legal counsel'

The case file includes an email that Paschke sent Moulding on April 25, 2024 stating "My client signed the Agreement on April 17, 2024. He is withdrawing his revocation." The Union reached out to Paschke for comment on this case. Paschke confirmed that she sent this email on that date, but declined to comment further.

He has not fulfilled his end QUESTIONS FOR THOMAS

The Union reached out to Thomas to clarify issues surrounding his resignation from the ambulance service.

Union: First of all, I'd like you to address the

discrepancy between your legal motions and the interview you gave me, The Union, on May 3, 2024. During that interview, you did not mention anything about revoking your resignation or that the county forced you to resign under duress, and instead said that you resigned because you felt that base manager Judy Heisel was better suited for the director's position. Why did you tell me on May 3, 2024 that you had resigned if in fact you had rescinded your resignation before then?

Thomas: When I spoke with The Union on May 3, 2024, I gave what I believed at the time to be the most respectful and professional explanation under extremely difficult circumstances. I did not mention the duress or the rescission in that interview because I was still seeking resolution in good faith and was not prepared to fully disclose the legal context.

Since then, through both legal advice and my own investigation, it became clear that my resignation on April 17, 2024, was made under significant pressure and coercion-what I now recognize as duress. I formally revoked that resignation on April 24, 2024, prior to any formal separation or Board acceptance, and under Iowa Code Chapter 35C (Veterans Preference), I had the right to challenge that separa-

Union: An email in the court file shows that your attorney at the time, Kellie Paschke emailed Jefferson County Attorney Chauncey Moulding on April 25, 2024 stating, "My client signed the Agreement on April 17, 2024. He is withdrawing his revocation." Doesn't that mean that your attorney rescinded your revocation of the agreement, and that the agreement is therefore in effect?

Thomas: That email from my former attorney, Kellie Paschke, does indicate she withdrew my revocation. However, I had already made it clear I did not agree with her actions. I was not fully informed of my rights at the time, and I now believe I received inadequate legal repre-

sentation. Importantly, I never me in May 2025 appears to be signed a formal settlement agreement, and I continue to assert that my resignation was not voluntary. Under Iowa law, veterans cannot be removed from covered positions without due process-including a hearing.

Union: You have said in court filings that your resignation was made under duress. Can you speak to how you were under duress?

Thomas: On April 17, 2024, I was summoned into a meeting with County Attorney Chauncey Moulding and others without prior notice, legal representation, or opportunity to respond. I was told I had to resign immediately or face potential termination. This happened while I was actively recovering from documented PTSD and other service-connected disabilities. I felt isolated, threatened, and pressured into a decision under circumstances that were neither fair nor lawful. That meeting was recorded, and I have repeatedly requested the county to release that recording, which they continue to withhold.

Union: In Jefferson County's lawsuit against you filed May 23, 2025, it states that you resigned "in lieu of investigation into acts and/ or omissions during the course of his employment with Plaintiff, including but not limited to concerns over fraternization or inappropriate relationships with subordinates, misuse of material or equipment belonging to JCAS, and failure to adequately supervise subordinates." Did you not want the county to investigate these accusations, and if not, why not?

Thomas: The allegations raised by Jefferson County are unsubstantiated, vague, and retaliatory in nature. There were never any formal investigations into my conduct, nor was I ever given an opportunity to respond to any allegations prior to my forced resignation. In fact, I was repeatedly praised for my leadership of Jefferson County Ambulance, and no discipline or documented concerns were raised before the events of April 17, 2024.

The civil action filed against southeastiowaunion.com

a strategic effort to undermine my veterans preference claim and to deflect from potential violations of Iowa Code 35C. the Open Meetings Law, and my civil rights.

I want to make clear: I do not fear investigation. What I oppose is the misuse of authority to sidestep due process and strip a disabled combat veteran of his rights without legal justification.

RECORDING OF APRIL 17, 2024 MEETING

One of the points of contention between the two sides concerns an audio recording of a meeting at the Jefferson County Attorney's Office on April 17, 2024 with Brian Thomas, Chauncey Moulding and investigator Jon Thomas of Workforce Solutions. Brian Thomas has filed a motion to compel production of this audio recording. He argues that Jon Thomas told him he would receive a copy of this recording, and that he has been trying to obtain a copy of it through open records requests beginning in June 2024.

Brian Thomas argues in his motion filed June 15, 2025, that the recording is central to his lawsuit against the county since it speaks to whether his resignation was voluntary or coerced, and whether the county complied with notice and hearing requirements under the state's veterans preference statute.

Jefferson County has refused to produce this recording. Moulding wrote to The Union to say that this recording is not releasable under Iowa's open records law since it represents "confidential attorney work product relating to litigation or a claim against a public body, under Iowa Code 22.7(4).

"Mr. Thomas' continued pressing of this issue and other baseless claims against the County are simply a disgruntled former employee attempting to denigrate his former employer because he didn't like the employment decisions that employer made following his resignation," Moulding wrote.

Call Andy Hallman at 641-575-0135 or email him at andy.hallman@

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Hedrick, Pastor Gary D. Smith

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CHURCH

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Claussen Sunday: 8:55 a.m. Worship

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school 10 a.m. Worship Service 5 p.m. Bible Study

Wednesday: 6 p.m. Youth

7 p.m. Bible Study **GRACE FAMILY CHURCH**

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METHODIST CHURCH Hedrick, Pastor Michael

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Brighton, Jeff Ide, Pastor Sunday: 10 a.m. Worship

OLLIE BAPTIST CHURCH

Ollie, Pastor Tom Grove Sunday: 9 a.m. Worship Thursday: 9 a.m. Women

sewing

PLEASANT PLAIN FRIENDS CHURCH

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School 9 a.m. Sunday Worship, followed by Fellowship

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Wednesday: 7 p.m. Patriotic Panthers 4-H

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vice at Mother Cabrini Church Thursday: 8 a.m. Prayer Service at St. Joseph Church

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VICTORY FELLOWSHIP

Brighton Sunday: 9:15 a.m. Sunday School

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