

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

CASEY D. COPELAND

PLAINTIFF

vs.

CASE NO.

**MARTY SULLIVAN, IN HIS OFFICIAL
CAPACITY AS DIRECTOR, ARKANSAS
ADMINISTRATIVE OFFICE OF THE COURTS
AND STASIA BURK MCDONALD,
IN HER OFFICIAL CAPACITY AS DIRECTOR
OF THE ADMINISTRATIVE OFFICE
OF THE COURTS' DEPENDENCY-NEGLECT
ATTORNEY AD LITEM PROGRAM**

DEFENDANTS

DECLARATION OF CASEY D. COPELAND

CASEY D. COPELAND hereby declares:

1. I am over the age of 21, competent to make this declaration, and have personal knowledge of the matters set out in this declaration.
2. I make this declaration in support of my Complaint and Motion for Preliminary Injunction and Declarative Relief (the "Motion") in the captioned case.
3. I am an attorney in good standing and licensed in the State of Arkansas since 2005. I am a child welfare law specialist, as certified by the National Association of Counsel for Children Child Welfare Law.
4. From 2011 to 2017 I was an Alderman for the city of Prairie Grove, Arkansas.

5. Since 2012, I have had either a professional contract with or been employed by the Arkansas Administrative Office of the Courts (“AOC”) to provide attorney *ad litem* (“AAL”) representation for children involved in dependency neglect proceedings.

6. Since 2017, I have been a part-time contractor with AOC. My yearly contracts have been routinely renewed. At the time of my contract termination on April 1, 2020, I had a part-time contract with AOC. The term of this contract was from July 1, 2020 to June 30, 2021. An accurate copy of my contract is attached to the Complaint as Exhibit 1.

7. I fully expected to complete my 2020-2021 contract and, based upon my prior course of dealing with AOC, I fully expected my contract to be renewed for the 2021-22 year and subsequent years.

8. In addition to my contract work for AOC, I also serve as attorney *ad litem* for children in domestic relations and probate cases by court appointment. Payment for these services is made by AOC pursuant to court order. I do not have, nor am I required, to have a contract with AOC to provide these individual court-ordered *ad litem* services.

9. No member of the AOC administrative staff has ever communicated to me, nor am I aware of, any questions or concerns concerning my provision of services in accordance with the requirements of my contract and in accordance

with the AOC Dependency-Neglect Attorney Ad Litem Program (“DNAALP”) Policy and Procedure Manual.

10. In fact, on December 10, 2020, my professional services to AOC’s DNAALP were expanded to include representing minors in dependency and neglect cases on appeal. *See* Exhibit 1 to Complaint at p. 7-8.¹

11. I never received any complaints or concerns from Defendant McDonald nor any other member of AOC’s administrative staff concerning the performance of my professional services nor my compliance with the DNAALP policies and procedures, as set forth in the program manual.

12. I am a part-time contractor and not an employee of AOC. I am not required to abide by the provisions of the AOC Employee Manual. I do not even have a copy of it. However, I do abide by the policies and procedures of the DNAALP Policies and Procedures Manual. There is nothing in the manual concerning, much less prohibiting, emails or other forms of communication with an AAL designation and AOC website.

13. On March 30, 2021, I sent a private email to Representative Charlene Fite, my representative in the Arkansas General Assembly, using my personal Gmail account and not the email system of AOC. The email criticized her sponsorship of HB1570, which denies certain medical treatment to transgender

¹ A copy of the contract is also attached at Exhibit 1 to the Motion.

children. A copy of this email is attached as Exhibit 2 to the Complaint.² I wrote her as one of her constituents on a matter of public concern. At the time I wrote the email to Fite, HB1570 was controversial and the subject of wide debate and news reporting both in Arkansas and nationally. My email was sent to her about 2:41 P.M on March 30, 2021.

14. Representative Fite and I are personally acquainted with each other. In 2018, I opposed her in the election to represent our district in the House of Representatives. In addition, I have previously corresponded with her about other matters of public concern. To my knowledge, these emails to her generated no adverse reaction on her part. No member of AOC staff ever suggested to me that such communications were inappropriate in any respect.

15. On January 12, 2019, I wrote a letter followed by an email to Fite concerning legislation I suggested she might want to sponsor. Exh 14 to Motion. She forwarded this letter to Janet Bledsoe but neither she nor anyone at AOC communicated any negative reaction to it to me. No member of AOC staff ever suggested to me that there was anything inappropriate about this communication.

16. I intended my March 30, 2021 email to Representative Fite to be a private communication. When I sent the email, I did not share it with anyone, nor tell anyone that I had written it. I did not send the email to anyone else but

² A copy of my email is also attached as Exhibit 2 to the Motion.

Representative Fite. Before my contract was terminated, I informed no one that I had written it.

17. I work out of my home office in Prairie Grove. I individually represent clients—children who are involved in dependency-neglect proceedings.

18. In the two days after I sent the email and prior to my termination, there was no impediment to my delivery of professional services, nor any disharmony among my colleagues.

19. On March 30, 2021, I received copies of three email messages which showed that earlier that day and the same day she received my email to her, Representative Fite had forwarded a copy of it to Defendant Sullivan; Sullivan had forwarded the email to AOC's Director of Human Resources, Sam Kaufman; Director of Juvenile Division, Jennifer Cruan; and Defendant McDonald with the additional comment: "This isn't helpful, at all." McDonald, in turn, forwarded the above three email messages to me. Accurate copies of these email messages are attached to the Complaint filed in this action as Exhibit 3, collectively.

20. On April 1, 2021, I received a letter from Defendant McDonald, which informed me that my AOC contract was terminated effective April 30, 2021. An accurate copy of this letter was attached to the Complaint as Exhibit 4.³

21. Documents I received in response to my Freedom of Information Act

³ An accurate copy of the letter is also attached as Exhibit 4 to the Motion.

request, dated April 7, 2021 reveal that at 4:14 P.M. on March 30, 2021, less than two hours after she had received my email, Representative Fite sent a copy of it to Staff Attorney Brooke Steen [Exh. 5 to Motion] and at 4:16 P.M., she sent a copy to Sullivan with the subject “Email received today from attorney ad litem.” [Exh. 6 to Motion] She also sent a text with a screenshot of the email to DNALL Assistant Director Janet Bledsoe, with the comment, “Should ad litem info be on email of this nature?” An accurate copy of this text message is attached as Exhibit 9 to the Motion. At 4:20 P.M., Sullivan forwarded the email to Kauffman, Defendant McDonald, and Cruan, with comment “This isn’t helpful at all.” [Exh. 3 to Complaint.] At 4:27 P.M., less than two hours after I had sent my email to Representative Fite, Defendant Sullivan emailed Defendant McDonald, Brooke Steen, Kristin Clark, Kauffman and Cruan, with the query, “Sam, terminate contract?” [Exh. 7 to Motion.]

22. After discussion among Defendants Sullivan and McDonald and others on April 1, 2021 at 3:33 P.M. [Exh. 12 to Motion.], at 4:03 P.M. McDonald notified me of the termination. [Exh. 4 to Complaint.]

23. Prior to the termination of my contract, I was not given any reason for the termination by Defendants or any member of the AOC administrative staff. Although I offered to participate in an exit interview, this was declined and my attempts to obtain an explanation for my termination were rebuffed. I have never

received any explanation for my termination.

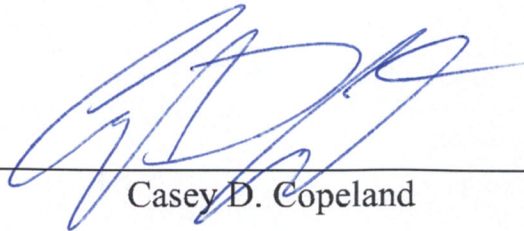
24. Documents obtained in response to my Freedom of Information Act request also show that Fite forwarded my January 12, 2019 letter to her to Bledsoe stating that AOC might want to sponsor my suggested legislation but declining sponsorship herself. Both the letter and follow-up email contained virtually the same AAL and website citation as the March 30, 2021 email; however, no member of AOC staff ever suggested to me that this was inappropriate.

25. The termination of my contract has not only resulted in taking away a significant portion of my work as an attorney but also a significant portion of my income.

26. Based on the timing of my termination and the communications I had with AOC and the communications among AOC staff and with Fite, that I discovered in the response to my April 7, 2021 Freedom of Information Act request, my termination by Defendant McDonald was done at the behest of Defendant Sullivan and instigated by Representative Fite in retaliation for my negative email to her on an issue of public concern about her actions as my state representative as a sponsor of HB1570.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT.**

Executed this 28th of May, 2021, at Prairie Grove, Arkansas.
(city)



Casey D. Copeland