

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
 TWENTY-FIRST JUDICIAL CIRCUIT
 STATE OF MISSOURI

RYAN ZULL,

Plaintiff,

V.

Case No.:

SPECIAL SCHOOL DISTRICT OF
 ST. LOUIS COUNTY, MISSOURI
 EDUCATIONAL FACILITIES
 AUTHORITY

Serve:

Reilmann, Cindy

12110 Clayton Rd

Saint Louis, MO 63131-2516

AND

JURY TRIAL DEMANDED

FERGUSON-FLORISSANT SCHOOL
 DISTRICT,

Serve:

Dr. Howard E. Fields III

Superintendent

Ferguson-Florissant School District

8855 Dunn Rd.

Hazelwood, MO 63042

Defendants.

PETITION FOR DAMAGES

COMES NOW Ryan Zull, by and through his attorneys, and for his Petition for Damages against Defendants Special School District and Ferguson Florissant School District alleging violations of the Missouri Human Rights Act, § 213.010 R.S.Mo., *et seq.*, states as follows:

GENERAL ALLEGATIONS

1. Plaintiff Ryan Zull is a male citizen of the state of Missouri and currently resides in St. Charles County, Missouri.

2. Defendant Special School District (SSD) is a public school district and political subdivision organized and existing under the laws of the State of Missouri, with its principal office located at 12110 Clayton Road, Town & Country, MO 63131.

3. Defendant SSD has the capacity to sue and be sued and is located in St. Louis County, Missouri.

4. Defendant Ferguson-Florissant School District (FFSD) is a public school district and political subdivision organized and existing under the laws of the State of Missouri, with its principal office located at 8855 Dunn Road, Hazelwood, MO 63042.

5. Defendant FFSD has the capacity to sue and be sued and is located in St. Louis County, Missouri.

6. Venue in this Court is proper because the allegations that gave rise to this action occurred in St. Louis County, Missouri.

7. On or about April 9, 2024, Plaintiff filed a charge against Defendants SSD and FFSD with the Missouri Commission on Human Rights ("MCHR"), alleging disability discrimination and retaliation. The MCHR docketed Plaintiff's charge as Charge No. FE-04/24-39283.

8. On or about August 19, 2025, the MCHR issued Plaintiff a Notice of Right to Sue for Charge No. FE-04/24-39283. A copy of that Notice of Right to Sue is attached hereto as Exhibit

1.

9. This action is filed within ninety (90) days of that Notice and within two (2) years of the last act of discrimination.

10. Plaintiff has complied with the administrative exhaustion requirements of the Missouri Human Rights Act as stated in § 213.075 R.S.Mo.

FACTUAL ALLEGATIONS

11. From about July 2020 to about May 2024, Plaintiff worked for Defendants as a Special Education Resource Teacher at Cross Keys Middle School located at 14205 Cougar Drive, Florissant, MO 63033.

12. In addition to the duties as a Special Education Resource Teacher, Defendant FFSD assigned Plaintiff additional administrative duties from about April 2021 to about September 2023.

13. At all times relevant herein, Plaintiff performed his job duties and responsibilities in a satisfactory manner.

14. During his employment, Plaintiff had the conditions of post-traumatic stress disorder (“PTSD”), hypervigilance, and anxiety. Because of his PTSD and related conditions, Plaintiff experiences difficulty sleeping, concentrating, regulating emotions, socializing, and distinguishing threats.

15. During his employment, Plaintiff had the condition of Autism Spectrum Disorder (“ASD”) and/or Asperger's Syndrome (“Asperger’s”). Plaintiff’s ASD/Asperger’s diagnosis substantially affects his major life activities of socializing with peers and understanding social cues and communication.

16. Defendants SSD and FFSD, including Plaintiff’s supervisors [REDACTED] and SSD Department Chair [REDACTED], were aware of Plaintiff’s disabilities.

17. Due to Plaintiff’s PTSD, he requires a service dog.

18. At the time Plaintiff worked for Defendants, no other teachers brought service dogs to school.

19. Starting in about Fall 2022, one or more staff members harassed Plaintiff because of his disability, including taking the following actions:

a. One or more staff members intentionally used accessible parking spaces and kept Plaintiff from utilizing them.

b. SSD teacher Norma Heim told people at the school that Plaintiff was “crazy” and not to talk to him.

c. FFSD Secretary and Front Office Manager [REDACTED] harassed and played a joke on Plaintiff, saying Plaintiff was “losing his mind.”

d. Staff members stated and/or intimated that Plaintiff was pretending, was not disabled, and/or was not a veteran.

e. Staff members ripped down decorations that Plaintiff had put up in the school building's hallways.

20. Throughout Plaintiff's employment, Plaintiff repeatedly reported harassment based on his disabilities and military service to [REDACTED], Plaintiff's area coordinator, and his union representative, [REDACTED], and FFSD Assistant Principals [REDACTED] and [REDACTED].

21. In Fall 2022, Plaintiff repeatedly reported to [REDACTED], and [REDACTED] that certain staff members, including [REDACTED], and others, were following him around the building, questioning his schedule and role, and making disparaging comments about his disabilities and military service.

22. In or about November 2022, Plaintiff further reported to [REDACTED] and [REDACTED] that staff members mocked him after he experienced a PTSD episode at work, calling him “nuts,” “psycho,” and accusing him of pretending to be disabled.

23. Despite Plaintiff’s repeated reports to [REDACTED], and [REDACTED], no effective action was taken to stop the harassment.

24. In or about Spring 2023, [REDACTED] called Plaintiff and instructed him to stop complaining about Ferguson-Florissant employees.

25. During Plaintiff’s employment, Cross Keys Middle School principal Mr. [REDACTED] told Plaintiff that if he complained against employees, they would complain against him.

26. From about late March 2023 to approximately May 2023, Plaintiff brought a litter of four puppies to the school. To Plaintiff’s knowledge, no one expressed any concerns or issues with the dogs at the school.

27. In or about April 2023, Plaintiff informed [REDACTED] that one of the dogs would become his service dog.

28. In or about late April 2023, Plaintiff coordinated the adoptions of the other puppies to other Defendant staff members and no longer brought them to the school.

29. Plaintiff continued to bring the puppy, which was his service dog-in-training, to the school. The puppy was later formally certified as a service animal in or about December 2023.

30. Soon after the puppies were adopted, their owners, Defendant staff members, brought them to the school to play together. To Plaintiff’s knowledge, no one expressed any concerns or issues with those dogs at the school.

31. In or about May 2023, Athletic Director and gym teacher [REDACTED] complained to FFSD about Plaintiff's service dog, stating it was not a "real" service dog and that Plaintiff was not disabled.

32. Plaintiff provided documentation of the dog's service dog-in-training status to Defendants and requested, as a reasonable accommodation, that his dog remain with him at the school as a service dog.

33. In or about May 2023, Defendant SSD approved Plaintiff's accommodation request and approved Plaintiff's dog as a service dog.

34. On information and belief, Defendant SSD provided the appropriate paperwork to Defendant FFSD.

35. From May through August 2023, Plaintiff continued to report harassment related to his service dog to [REDACTED], and others repeatedly questioned Plaintiff's need for the dog and blocked his access to certain areas, citing false concerns about allergies and hygiene.

36. In or about August 2023, new FFSD administrators, including Principal [REDACTED], began restricting Plaintiff's access to bring his service dog to school, citing the alleged staff and student allergies. Plaintiff informed Defendant administrators that this violated the ADA, but they told Plaintiff the dog could not return.

37. Defendants did not offer any other accommodations to Plaintiff.

38. When triggered, Plaintiff sometimes asked to take a break or leave early because he had trouble coping without a service dog.

39. On one or more occasions, Defendants refused to allow Plaintiff these other accommodations he requested.

40. Between September and November 2023, Plaintiff continued to complain about ongoing harassment and retaliation, including incidents involving [REDACTED], [REDACTED], and other staff. The conduct included public humiliation over the school intercom, interference with his Spirit Committee and coaching responsibilities, and further false allegations about his service dog.

41. On or about November 17, 2023, following Plaintiff's renewed complaint of harassment, Defendants suspended Plaintiff.

42. Defendants claimed they suspended Plaintiff pending an investigation into an incident that occurred because of Plaintiff's PTSD.

43. On or about March 1, 2024, Defendant SSD and/or Defendant FFSD informed Plaintiff that they would not renew his contract for the next school year.

44. Plaintiff remained on paid leave through the end of the 2023-2024 school year.

COUNT I

DISABILITY DISCRIMINATION IN VIOLATION OF THE MISSOURI HUMAN RIGHTS ACT

32. Plaintiff hereby incorporates by reference as if set out fully herein all previous paragraphs of his petition.

33. At all times relevant herein, Defendant SSD was an employer, as defined by the Missouri Human Rights Act (MHRA), § 213.010 (8) R.S.Mo., in that Defendant SSD employed six or more persons.

34. Defendant SSD exercised control over the terms, conditions, and privileges of Plaintiff's employment.

35. SSD hired Plaintiff, maintained his personnel and payroll records, issued his paychecks, provided benefits, and evaluated his performance. SSD assigned Plaintiff to his placement at Cross Keys Middle School within FFSD, designated his work schedule and caseload, and approved or denied requests for leave, training, and accommodations. SSD also retained authority to investigate complaints, administer discipline, and determine whether to renew or end Plaintiff's employment.

36. SSD supervisors, including [REDACTED] and [REDACTED], regularly directed Plaintiff's daily duties, managed his Individualized Education Program ("IEP") caseload, and oversaw his compliance with SSD policies and procedures.

37. At all times relevant herein, Defendant FFSD was an employer, as defined by the MHRA, § 213.010 (8) R.S.Mo., in that Defendant FFSD employed six or more persons.

38. Defendant FFSD likewise exercised significant control over the terms and conditions of Plaintiff's employment.

39. FFSD controlled Plaintiff's day-to-day work environment, building access, and classroom space. FFSD administrators, including the Cross Keys Middle School principal and athletic director, directed and supervised Plaintiff's daily work with students, assigned him duties within FFSD facilities, and evaluated his classroom performance and interactions with students and staff.

40. FFSD had the power to exclude Plaintiff from school premises, remove him from classroom duties, or recommend his discipline or termination to SSD. FFSD also determined which students Plaintiff served, managed his schedule within the building, and imposed restrictions on his service dog and other accommodations.

41. At all times relevant herein, Plaintiff was an employee of Defendants, SSD, and FFSD.

42. At all times relevant herein, Defendants SSD and FFSD were joint employers of Plaintiff.

43. Defendants shared and jointly exercised authority to hire, discipline, direct, evaluate, and terminate Plaintiff; controlled his work schedule and conditions of work; and maintained employment and disciplinary records regarding him.

44. Defendants jointly controlled the method and means of Plaintiff's work performance.

45. Throughout his employment with Defendants, Plaintiff had the disabilities of PTSD and ASD/Asperger's.

46. At all relevant times herein, Plaintiff's diagnoses substantially affect one or more major life activities for Plaintiff.

47. At all relevant times herein, Plaintiff was a disabled person under the MHRA.

48. Defendants SSD and FFSD also perceived Plaintiff as disabled.

49. Defendants SSD and FFSD took negative employment actions against Plaintiff during his employment, as described above, including Defendants' decision not to renew Plaintiff's contract and end Plaintiff's employment.

50. Plaintiff's disability was a motivating factor in Defendants' decision not to renew Plaintiff's contract and end Plaintiff's employment, and such act constituted discrimination against Plaintiff in violation of the MHRA, § 213.055 R.S.Mo.

51. As a result of Defendants' illegal conduct and actions, Plaintiff has suffered lost wages and benefits of employment.

52. As a result of Defendants' illegal conduct and actions, Plaintiff has suffered emotional distress.

53. As a result of Defendants' illegal conduct and actions, Plaintiff has incurred attorneys' fees and costs of litigation and will continue to incur such fees and costs.

54. Defendants' conduct was outrageous because of Defendants' evil motive or reckless indifference to Plaintiff's rights not to be discriminated against based on his disability, and is conduct for which punitive damages are warranted.

WHEREFORE, Plaintiff prays that after trial by jury, this Court finds for Plaintiff and against Defendants and enters judgment for Plaintiff for the wages and benefits of employment that he has lost and is reasonably certain to lose in the future and prejudgment interest on same; for emotional distress damages, punitive damages, costs of litigation, and such other relief that this Court deems just and proper.

COUNT II

RETALIATION IN VIOLATION OF THE MISSOURI HUMAN RIGHTS ACT

55. Plaintiff hereby incorporates by reference as if set out fully herein all previous paragraphs of his petition.

56. During his employment, Plaintiff made one or more complaints of disability discrimination and harassment based on his disability.

57. Plaintiff's complaints of discrimination and harassment based on his disability constituted protected activity.

58. Plaintiff's protected activity was a motivating factor in Defendants' decision not to renew Plaintiff's contract and end Plaintiff's employment.

59. Defendants retaliated against Plaintiff due to his protected activity in violation of the Missouri Human Rights Act, § 213.070 R.S.Mo.

60. As a result of Defendants' illegal conduct and actions, Plaintiff has suffered lost wages and benefits of employment.

61. As a result of Defendants' illegal conduct and actions, Plaintiff has suffered emotional distress.

62. As a result of Defendants' illegal conduct and actions, Plaintiff has incurred attorneys' fees and costs of litigation and will continue to incur such fees and costs.

63. Defendants' conduct was outrageous because of Defendants' evil motive or reckless indifference to Plaintiff's rights not to be discriminated against based on his disability, and is conduct for which punitive damages are warranted.

WHEREFORE, Plaintiff prays that after trial by jury, this Court finds for Plaintiff and against Defendants and enters judgment for Plaintiff for the wages and benefits of employment that he has lost and is reasonably certain to lose in the future and prejudgment interest on same; for emotional distress damages, punitive damages, costs of litigation, and such other relief that this Court deems just and proper.

Respectfully submitted,

KENNEDY HUNT, P.C.

By: /s/ Nicole A. Matlock

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