



CJ-13-1827  
Dixon

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

SHANE T. JOHNSON, )  
)  
Plaintiff, )  
)  
v. )  
)  
OKLAHOMA CITY METROPOLITAN )  
ASSOCIATION OF REALTORS INC., )  
an Oklahoma Corporation, )  
)  
Defendant. )

Case No. CJ-

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAR 26 2013

T. M. RHODES  
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PETITION

COMES NOW the Plaintiff, Shane T. Johnson and for his cause of action against the Defendant Oklahoma City Metropolitan Association of Realtors, states as follows:

1. That the parties hereto did enter into an Employment Agreement, attached hereto as Exhibit A, on or about October 2, 2012, whereby Defendant did employ the Plaintiff Shane T. Johnson as its Chief Executive Officer for a term of four (4) years.
2. That Defendant (OKCMAR) is duly organized as a corporation under the laws of the State of Oklahoma and having members comprised mostly of realtors and affiliates in the Oklahoma City metro area. OKCMAR offers a listing service to its members commonly known as MLS through a wholly owned subsidiary for-profit corporation, MLSOK.
3. That the defendant corporation did offer a contract for a term of four years to the Plaintiff in order to coerce him to leave a similar position in Iowa.

4. That on February 13, 2013, defendant did then prematurely terminate the employment agreement through a notice from the OKCMAR general counsel. Noticeably, this notice did not specify any reason or cause.
5. That significantly the contract does not provide any provision which allows for termination without cause, and specifically only provides for a termination with cause.
6. That prior to February 13, 2013, the defendant corporation had not provided any type of notice or warning to Plaintiff that would have indicated to Plaintiff that his performance was below expectations or appropriate standards.
7. That then subsequent to Plaintiff's termination, OKCMAR again acting only through its general counsel, did provide in writing a list of reasons which purportedly justified the termination action. That the eleven (11) listed reasons are each a baseless fabrication and do not qualify as a basis for termination under this contract.
8. That Plaintiff, at all times, performed his work as the chief executive of the defendant organization in a professional, exemplary, and commendable fashion. That no one at OCKMAR ever informed Plaintiff that his performance as CEO was ever anything less than commendable.
9. That by reason of the breach of the employment agreement by the defendant corporation, Plaintiff has suffered certain economic losses equivalent to sum of \$645,000. That these economic losses are each identifiable and ascertainable, and are itemized in Exhibit B, attached hereto

**First Cause of Action  
Breach of Contract**

10. That by reason of the defendant organization's willful and blatant breach of the employment agreement, Plaintiff should be entitled to recover \$645,000 in compensable damages by judgment against the Defendant corporation.

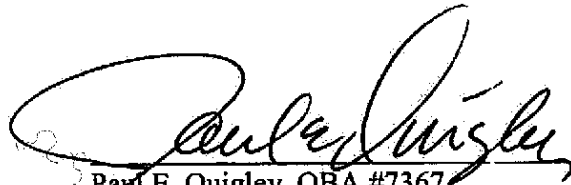
**Second Cause of Action  
Detrimental Reliance/ Promissory Estoppel**

11. That the defendant organization retained the services of an outside agent to conduct a national search for a qualified executive with appropriate credentials to take charge and properly run its organization.
12. That the defendant corporation sought to hire the Plaintiff and made many promises and assurances to Plaintiff which were communicated to him through the agent and which were intended to cause him to leave a lucrative and similar position in Iowa. The Plaintiff accepted the employment based on these assurances and did, consequently, cause his wife to necessarily leave her position, sell their home, and relocate themselves to Oklahoma.
13. That one specific promise and assurance provided to Plaintiff was that the defendant organization would not cause an early or premature termination to his contract for any unjustifiable reason. In addition, defendant organization took steps to hide from Plaintiff the history, turmoil, and disunity of OKC MAR, staff turnover in excess of 50%, and a history of past and ongoing litigation; at one point revealing one issue of litigation to the Plaintiff at a meeting with the

OKCMAR general counsel only after the employment agreement had been fully executed.

14. That based on these facts and circumstances defendant should therefore be equitably estopped from asserting any alleged contractual right of termination under this employment agreement.

WHEREFORE, premises considered, Plaintiff prays for judgment against defendant corporation in sum of \$645,000, for all costs incurred herein as allowed by law, for an award of attorney fees in an amount which this Court finds is reasonable, and for such other relief as to which this Court may find Plaintiff is entitled to.



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