

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT,

Plaintiff,

v.

ONE-FOURTH CONSULTING, LLC d/b/a  
JG CONSULTING,

Defendant.

CASE NO. \_\_\_\_\_

**PETITION AT LAW AND JURY  
DEMAND**

Plaintiff Des Moines Independent Community School District, for its Petition at Law against Defendant One-Fourth Consulting, LLC d/b/a JG Consulting, states as follows:

**PARTIES**

1. Des Moines Independent Community School District (“District”) is a school district and political subdivision of the State of Iowa, organized under Iowa Code chapter 274, with its principal place of business located in Des Moines, Polk County, Iowa.

2. One-Fourth Consulting, LLC d/b/a JG Consulting (“JG Consulting”) is a Texas limited liability company with its principal place of business in Georgetown, Texas.

**VENUE**

3. Venue is proper in Polk County pursuant to the parties’ contractual forum selection clause and as the county where the contract was to be performed. *See* Iowa Code § 616.7.

**JURISDICTION**

4. The amount in controversy exceeds the jurisdictional limits of small claims court.

**FACTS**

5. In February 2022, the District’s then-superintendent announced his intent to resign effective June 30, 2022.

6. The District retained JG Consulting to assist in the search for a new superintendent.
7. JG Consulting held itself out to be an “experienced and reputable search organization.”
8. The District and JG Consulting entered into an Executive Search Agreement (“Agreement”) setting forth the services JG Consulting would perform.
9. JG Consulting’s contractual obligations included, among other things, advertising the position; recruiting; reviewing applications and resumes; conducting public domain searches; performing comprehensive reference checks; and presenting qualified candidates to the District.
10. JG Consulting expressly agreed to disclose to the District all known information of a positive or negative nature regarding any candidate.
11. JG Consulting further agreed to exercise due diligence in conducting comprehensive reference calls and to arrange for comprehensive criminal, credit, and background checks.
12. JG Consulting also agreed not to refer any candidate unless JG Consulting reasonably believed the candidate could lawfully and satisfactorily perform the position and that the candidate’s application materials were true and complete.
13. The District relied on JG Consulting to present only vetted, suitable candidates for the superintendent position.
14. JG Consulting presented Ian Andre Roberts (“Roberts”) as a candidate.
15. In May 2023, the District hired Roberts as its fifteenth superintendent at a base salary of \$270,000.
16. On September 26, 2025, U.S. Immigration and Customs Enforcement (“ICE”) arrested Roberts, identifying him as a criminal illegal alien from Guyana.

17. ICE reported that Roberts entered the United States in 1999 on a student visa, was issued a final order of removal in May 2024, and fled from law enforcement during a targeted enforcement action. Upon his capture, Roberts was in possession of a loaded handgun, \$3,000 in cash, and a fixed-blade hunting knife.

18. On September 28, 2025, the Iowa Board of Educational Examiners revoked Roberts' administrator's license for lack of legal status in the United States.

19. On September 29, 2025, the District placed Roberts on unpaid administrative leave.

20. On September 30, 2025, Roberts submitted his letter of resignation, which the District accepted.

21. Since his arrest, there have been multiple reports casting doubt on the truthfulness of Roberts' stated biographical and professional background.

### **COUNT I – BREACH OF CONTRACT**

22. The District incorporates by reference all preceding paragraphs.

23. The District and JG Consulting entered into a valid, written Agreement for JG Consulting to provide executive search services in connection with the superintendent hire.

24. The District performed its obligations under the Agreement.

25. JG Consulting materially breached the Agreement by, among other things, failing to properly vet Roberts and by referring Roberts as a candidate when he could not lawfully hold the position.

26. As a result of JG Consulting's breaches, the District has sustained damages, including but not limited to the costs of employing, compensating, and now replacing Roberts, as well as reputational harm.

WHEREFORE, the District requests judgment against JG Consulting for damages in an amount to be determined at trial, together with pre- and post-judgment interest, costs, and such further relief as the Court deems just and proper.

**COUNT II – NEGLIGENT MISREPRESENTATION**

27. The District incorporates by reference all preceding paragraphs.

28. JG Consulting is in the business of supplying information for the guidance of others in their business transactions.

29. JG Consulting owed the District a duty to exercise reasonable care in supplying accurate information regarding candidates for the superintendent position.

30. JG Consulting represented to the District that Roberts was a suitable candidate for the position.

31. That representation was false.

32. JG Consulting was negligent in failing to exercise reasonable care in gathering, verifying, and supplying information about Roberts.

33. JG Consulting's negligence was the proximate cause of damages to the District.

WHEREFORE, the District requests judgment against JG Consulting for damages in an amount to be determined at trial, together with pre- and post-judgment interest, costs, and such further relief as the Court deems just and proper.

**COUNT III – NEGLIGENCE**

34. The District incorporates by reference all preceding paragraphs.

35. JG Consulting is in the business of providing professional executive search services, including candidate recruitment, vetting, and background investigations.

36. In performing those services for the District, JG Consulting owed the District a duty to exercise reasonable care consistent with the standards of its profession.

37. JG Consulting breached that duty by, among other things, failing to conduct or arrange for comprehensive criminal, credit, and background checks on Roberts; failing to conduct adequate reference checks; failing to verify Roberts' legal eligibility to hold the superintendent position; and otherwise failing to exercise reasonable diligence in the vetting process.

38. JG Consulting's negligence was the proximate cause of damages to the District.

WHEREFORE, the District requests judgment against Defendant JG Consulting for damages in an amount to be determined at trial, together with pre- and post-judgment interest, costs, and such further relief as the Court deems just and proper.

#### **COUNT IV – INDEMNIFICATION**

39. The District incorporates by reference all preceding paragraphs.

40. The Agreement provides that JG Consulting will indemnify the District for any and all losses suffered as a result of JG Consulting's errors or omissions.

41. JG Consulting's breaches and failures, as described above, constitute errors and omissions within the meaning of the Agreement.

42. As a result, the District is entitled to indemnification from JG Consulting for all losses incurred, including compensation paid to Roberts, costs associated with his removal and replacement, reputational harm, and the District's attorney's fees and expenses.

WHEREFORE, the District requests judgment against Defendant JG Consulting for damages in an amount to be determined at trial, together with pre- and post-judgment interest, costs, and such further relief as the Court deems just and proper.

#### **JURY DEMAND**

The District demands trial by jury on all issues so triable pursuant to Iowa R. Civ. P. 1.903.

/s/ Jason M. Craig

Jason M. Craig (AT0001707)

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