

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALASKA

Chris Keen v. Municipality of Anchorage

Keen v. Municipality of Anchorage, Case No. 3:25-cv-00162-SLG (D. Alaska Mar. 30, 2026) · No. 3:25-cv-00162-SLG · Decided March 30, 2026

SUMMARY

The United States District Court for the District of Alaska converts the Municipality of Anchorage’s motion to dismiss into a motion for summary judgment. The court grants summary judgment on contract claims arising before July 17, 2022, and on whistleblower and related state-law tort claims arising before July 17, 2023, while denying summary judgment on the remaining claims. The court also grants leave to supplement the record, denies the plaintiff’s cross-motion to amend, and orders the defendant to answer within 14 days.

CASE DETAILS

COURT	United States District Court for the District of Alaska
WRITING FOR THE COURT	Sharon L. Gleason
JURISDICTION	United States District Court for the District of Alaska
DECIDED	March 30, 2026
DOCKET	3:25-cv-00162-SLG
DISPOSITION	other
PROCEDURAL POSTURE	After removal from Alaska Superior Court, the Municipality of Anchorage moved to dismiss. By agreement of the parties and court order, the motion was converted under Federal Rule of Civil Procedure 12(d) into a motion for summary judgment. The plaintiff opposed the motion, moved in the alternative to amend, and separately moved to supplement the summary-judgment record.
STANDARD OF REVIEW	Summary judgment is proper when the movant shows that no genuine dispute as to any material fact exists and the movant is entitled to judgment as a matter of law. The court views the facts in the light most favorable to the nonmoving party and draws all justifiable inferences in that party's favor. The moving party bears the initial burden of showing an absence of evidence supporting the nonmoving party's case; the nonmoving party must then designate specific facts showing a genuine issue for trial.

PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only
PARTIES	Chris Keen v. Municipality of Anchorage

TOPICS

summary judgment

whistleblower

statute of limitations

affirmative defenses

civil procedure

PRACTICE AREAS

civil procedure

employment law

military law

contracts

municipal law

civil rights

QUESTIONS PRESENTED

1. Whether the defendant's motion to dismiss was properly converted to a motion for summary judgment.
2. Whether the plaintiff should be permitted to supplement the summary-judgment record.
3. Whether the plaintiff's contract claims under the collective bargaining agreement arising before July 17, 2022, were barred by Alaska's three-year statute of limitations.
4. Whether the plaintiff's contract claims arising on or after July 17, 2022, were subject to summary judgment for failure to exhaust contractual or administrative remedies.
5. Whether the plaintiff's whistleblower and related state-law tort claims arising from 2022 events were barred by the applicable two-year statute of limitations.
6. Whether summary judgment was warranted on the plaintiff's 2025 whistleblower and related tort claims.
7. Whether the plaintiff was entitled to amend the complaint.

HOLDINGS

1. The defendant's motion to dismiss was properly converted into a motion for summary judgment because the parties agreed to the conversion and were given an opportunity to submit pertinent materials.
2. The plaintiff's motion to supplement the summary-judgment record was granted.
3. Summary judgment was granted to the Municipality on contract claims arising before July 17, 2022.
4. Summary judgment was denied on the plaintiff's post-July 17, 2022 contract claims because factual questions remained concerning the specific positions at issue and whether pursuing contractual remedies would have been futile.
5. Summary judgment was granted to the Municipality on whistleblower and related state-law tort claims arising from 2022 events.
6. Summary judgment was denied on the plaintiff's 2025 whistleblower and related tort claims because factual questions remained concerning the plaintiff's whistleblower activity and the alleged adverse employment actions.
7. The plaintiff's cross-motion for leave to amend was denied.

KEY QUOTATIONS

“Federal Rule of Civil Procedure 56(a) directs a court to “grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”” (Legal Standard)

“In Alaska, “an employee must first exhaust his contractual or administrative remedies, or show that he was excused from doing so, before he may pursue a direct judicial action against his employer.”” (Discussion § III.C)

“And “[i]n Alaska . . . a municipal employee’s failure to exhaust contractual remedies may be excused by showing that the union refused to participate in the grievance process whether or not the union’s refusal was wrongful.”” (Discussion § III.C)

FACTUAL BACKGROUND

Keen worked as a firefighter/EMT for the Anchorage Fire Department while also serving in the United States Air Force Special Warfare Operations, requiring him to take military leave. He alleged that his military service affected promotional opportunities and that the Municipality retaliated against him after he complained to the Department of Labor about treatment related to his service. His claims involved the applicable collective bargaining agreement, the Alaska Whistleblower Act or corresponding Anchorage municipal ordinance, state-law tort or contract theories, and the Uniformed Services Employment and Reemployment Rights Act. The record included a 2021 letter of counseling, a union refusal to pursue a grievance, a 2021 Department of Labor complaint, and alleged failures to promote or accommodate promotional testing in 2022 and 2025.

PROCEDURAL HISTORY

Keen filed suit in Alaska Superior Court on July 17, 2025, alleging that the Municipality failed to promote him and retaliated or discriminated against him because of his military service. The Municipality removed the action to the United States District Court for the District of Alaska on July 29, 2025. The district court converted the motion to dismiss to summary judgment, granted leave to supplement the record, granted summary judgment on certain time-barred claims, denied summary judgment on other claims, denied leave to amend, and ordered the Municipality to answer within 14 days.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 324-25 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-49, 255 (1986)
- Adickes v. S.H. Kress & Co., 398 U.S. 144, 158-59 (1970)
- Betz v. Trainer Wortham & Co., Inc., 610 F.3d 1169, 1171 (9th Cir. 2010)
- Bell v. City of Los Angeles, 835 F. Supp. 2d 836, 848 (C.D. Cal. 2011)
- Hartzell v. Marana Unified Sch. Dist., 130 F.4th 722, 744 (9th Cir. 2025)
- Coleman v. Quaker Oats Co., 232 F.3d 1271, 1292 (9th Cir. 2000)

- Hitt v. J.B. Coghill, Inc., 641 P.2d 211, 212 (Alaska 1982)
- Jackson v. Municipality of Anchorage, 375 P.3d 1166, 1170 (Alaska 2016)
- Robinson v. Alaska Hous. Fin. Corp., 442 P.3d 763, 769 (Alaska 2019)
- Hebert v. Honest Bingo, 18 P.3d 43, 47 (Alaska 2001)
- Beegan v. State of Alaska, DOT&PF, 195 P.3d 134, 143 (Alaska 2008)
- Beard v. Baum, 796 P.2d 1344, 1348 (Alaska 1990)
- Casey v. City of Fairbanks, 670 P.2d 1133, 1136 (Alaska 1983)
- Grant v. Anchorage Police Dep't, 20 P.3d 553, 555 (Alaska 2001)
- Romulus v. Anchorage School Dist., 910 P.2d 610, 615 (Alaska 1996)
- Wilson v. Municipality of Anchorage, 977 P.2d 713, 724 (Alaska 1999)
- Higgins v. Municipality of Anchorage, 810 P.2d 149, 150 (Alaska 1991)
- Russell v. Municipality of Anchorage, 743 P.2d 374 (Alaska 1987)
- Smith v. Anchorage School District, 240 P.3d 834, 841 (Alaska 2010)