

<p>UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK</p> <p>-----X</p> <p>MANUELE VERDI, individually and in his official capacity as the Assistant Principal of Public School 24 (“P.S. 24”), a public school under the auspices of the New York City Department of Education,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">- against -</p> <p>THE CITY OF NEW YORK, THE NEW YORK CITY DEPARTMENT OF EDUCATION, CARMEN FARIÑA, both individually and in her official capacity as the Schools Chancellor within THE NEW YORK CITY DEPARTMENT OF EDUCATION, MELODIE MASHEL, both individually and within her official capacity as the Superintendent of School District 10, within the NEW YORK CITY DEPARTMENT OF EDUCATION and ASSEMBLYMAN JEFFREY DINOWITZ,</p> <p style="text-align: right;">Defendants.</p> <p>-----X</p>	<p><u>AMENDED COMPLAINT</u></p> <p>Docket #: 16-CV-03782 (PGG)(DCF)</p>
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Plaintiff, MANUELE VERDI, individually and in his official capacity as the Assistant Principal of Public School 24 (“P.S. 24”), a public school under the auspices of the New York City Department of Education, by his attorneys, CONDE & GLASER, L.L.P., complaining of the Defendants herein upon information and belief, respectfully shows to this Court, and alleges as follows:

THE PARTIES

1. That at all times hereinafter mentioned, the Plaintiff, Manuele Verdi (hereinafter, “Plaintiff Verdi” or “Mr. Verdi”), was and is a resident of the County of New York, City and State of New York.
2. That at all times hereinafter mentioned, the Plaintiff, Verdi is and was the Assistant Principal of P.S. 24 located in the County of Bronx, City and State of New York,

who brings this action individually and in his official capacity as the Assistant Principal of Public School 24 (hereinafter, "P.S. 24"), a public school under the auspices of The City of New York and The New York City Department of Education and all of the rights and responsibilities attendant thereto.

3. The causes of action herein alleged arose in the State of New York, County of Bronx.
4. That at all times hereinafter mentioned, the Defendant, The City of New York, was and still is a municipal corporation duly organized and existing pursuant to the laws of the State of New York.
5. That at all times hereinafter mentioned, the Defendant, The City of New York, maintained an entity for the education of children known as THE NEW YORK CITY DEPARTMENT OF EDUCATION (hereinafter, "the DOE").
6. That at all times hereinafter mentioned, the Defendant, THE CITY OF NEW YORK maintained the Defendant, the DOE, as a duly organized public authority and/or municipal entity for the education of children as per the applicable sections of New York State Law, acting under the direction and supervision of the aforementioned municipal corporation, THE CITY OF NEW YORK.
7. That at all times hereinafter mentioned, the Defendant, the DOE, is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.
8. That at all times hereinafter mentioned, the Defendant, the DOE was and is a business entity duly organized and existing under and by virtue of the laws of the State of New York.

9. That at all times hereinafter mentioned, Defendant, Carmen Fariña (hereinafter referred to as “Defendant Fariña”), is and was the School Chancellor of the DOE and empowered with the legal authority to supervise the DOE by virtue of the laws of the City and State of New York. This action is brought against said Defendant in her official and individual capacities.
10. That at all times hereinafter mentioned, Defendant, Melodie Mashel (hereinafter, “Defendant, Superintendent Mashel,” “Defendant Mashel” or “Ms. Mashel”) is and was a School Superintendent of Community School District 10, and empowered with the legal authority to supervise the schools within said school district, including but not limited to P.S. 24, on behalf of the DOE. This action is brought against said Defendant in her official and individual capacities.
11. That at the time of each of the events alleged herein, Defendant, the DOE, by its employees, agents and/or servants, including but not limited to Superintendent Mashel, had direct knowledge of the facts alleged herein.
12. That at the time of each of the events alleged herein, Defendant, Carmen Fariña, as School Chancellor within the DOE, had direct supervisory duties over all of the public schools in The City of New York and direct knowledge of the facts alleged herein by various correspondence and other notice provided to the DOE, and her office in particular in her individual and official capacity.
13. That at the time of each of the events alleged herein, the Defendant, Superintendent Mashel, as the Superintendent of Community School District 10, within the County of Bronx, City and State of New York, had direct knowledge of

each of the facts alleged herein by her direct knowledge and involvement of the events, and notice provided to her in her individual and official capacity.

14. That at all times hereinafter mentioned, each and all of the facts related to the above-referenced Defendants employed by the DOE, as alleged herein, were performed by said Defendants while acting within the scope of their employment with the Defendants, the DOE and The City of New York.
15. That at all times hereinafter mentioned, each and all of the facts pertaining to the above-referenced Defendants employed by the DOE, as alleged herein, including but not limited to Superintendent Melodie Mashel and Chancellor Carmen Fariña, were performed by said Defendants while acting within the scope of their employment with the Defendants, the DOE and The City of New York.
16. That at all times hereinafter mentioned, the Defendant, Assemblyman Jeffery Dinowitz (hereinafter alternatively referred to as “Defendant Assemblyman Dinowitz” and “Defendant Dinowitz”), is and was an elected member of the New York State Assembly and resident of the State of New York. Furthermore, at all times hereinafter mentioned, Randy Martos is and was the Chief of Staff of Defendant Dinowitz’s legislative office, and a Democratic District Leader of the 81st Assembly District. Her actions on behalf of Defendant, Dinowitz, were performed in her official capacity as Chief of Staff to Defendant Dinowitz, and his legislative office. This action is brought against Defendant, Assemblyman Dinowitz in his individual and official capacities.

NOTICE OF CLAIM

17. On May 2, 2016, and within the time prescribed by law, a sworn Notice of Claim stating, among other things, the time and place where the damages were sustained, together with the Plaintiff's demands for adjustment or payment thereof, was served upon The City of New York and the DOE.

50(h) HEARING

18. That subsequent to service of the Notice of Claim, on June 2, 2016, the Defendants, CITY OF NEW YORK and the DOE, held a hearing pursuant to section 50(h) of the General Municipal Law.

PRIOR COURT FILINGS

19. That on or about May 3, 2016, a Summons and Complaint was filed in New York State Supreme Court, New York County, under Index Number 652310/2016, and served upon the Defendants, City of New York, DOE, Farina and Mashel. Subsequent to said filings, the attorney for said Defendants removed the case to United States District Court, Southern District, and a stipulation was entered to allow service of an Amended Complaint, and extend the time of service for the aforementioned Defendants to file and serve their Answer. The aforementioned stipulation was filed with this court.
20. On May 20, 2016, the aforementioned Defendants removed this action to this Court pursuant to U.S.C. § 1441(b) and 28 U.S.C. § 1446(b), without objection by the Plaintiff.

FACTS

21. The Plaintiff hereby repeats, realleges and reaffirms each and every allegation within the foregoing paragraphs of the complaint, numbered “1” through “20” with the same force and effect as though fully set forth at length herein.
- (i) **Blame Directed at School Administrators for Loss of Lease for P.S. 24 Annex and Plaintiff Verdi’s Confrontations with Local Elected Officials**
22. On October 21, 2015, Plaintiff Verdi was present at a Parent’s Association meeting after the lease was lost to the P.S. 24 school “annex” – which, as will be discussed in significant detail herein, was in no way due to the actions of Plaintiff Verdi or any other school administrators, who do not negotiate leases.
23. During this meeting of October 21, 2015, Defendant, Assemblyman Jeffrey Dinowitz specifically blamed the Principal and school administrators (including Defendant Verdi) for the loss of the lease of the school’s annex, and stated that he had informed school personnel that the loss of the lease would occur at a previous school function.
24. During this meeting of October 21, 2015, Plaintiff Verdi addressed the assertion regarding the loss of the lease of the annex made by Defendant, Assemblyman Dinowitz at the request of P.S. 24 Principal Donna Connelly by stating that neither he nor the Principal had any recollection of learning this information previously and that if Assemblyman Dinowitz knew about the expiration of the lease then he should have made an appointment to come to the school to discuss the matter.
25. Defendant, Assemblyman Dinowitz responded that he did not **need** to make appointments to see school personnel, after which, the Plaintiff, Verdi, stated that

the Assemblyman had no issue coming to the school when photo opportunities presented themselves.

26. Under present Department of Education policies, neither the School Principal, Assistant School Principal, nor any other school administrators or school employees have any authority whatsoever to negotiate leases at the specific school where they are assigned, and any allegation that they can do anything toward the renewal of a lease or force DOE personnel with the actual authority to negotiate leases to enter into a lease is absolutely false and politically motivated.
27. Rather, an Assembly Member or any other local elected official would have greater ability and impact to call Department of Education officials in furthering a discussion on the negotiation of any lease, and deal with the unintended effects caused by the loss of a lease. Neither does the School Principal, Assistant Principal, or any other school administrator have the capacity or authority to hold rallies in opposition to school administration policies on the loss of a lease, as has been disingenuously alleged by Defendant Dinowitz and other local elected officials.
28. On October 22, 2015, P.S. 24 Principal Donna Connelly received an angry phone call from Defendant, Superintendent Melodie Mashel, in which Ms. Mashel directed Principal Connelly to “write up” Mr. Verdi for “usurping the Principal’s authority” due to his presence at the aforementioned meeting held on the previous day. When Principal Connelly refused, Superintendent Mashel angrily responded with the threatening message “this isn’t over” – which was intended to intimidate both Principal Connelly and Plaintiff Verdi (who was present in the room during the

phone call). This conversation, by definition, was a purposeful and unwarranted interference with the Plaintiff, Verdi's contract rights with the Defendant, DOE, and demonstrated utter lack of loyalty to DOE employees who had acted properly in the face of attacks by politicians, with political motivations.

29. Shortly after the aforementioned phone conversation, School Principal Connelly chose to retire to avoid future confrontations with local school officials (particularly, Superintendent Mashel), and administration.
30. On November 30, 2015, a meeting was held at P.S. 24 end which was attended by the Defendants, Assemblyman Dinowitz and Superintendent Mashel, two other local elected officials, and Marvin Shelton, of the District Community Education Counsel. Plaintiff, Verdi was not present nor was he invited. The issue of school space was discussed, as was the issue of how to have the Plaintiff Verdi removed from the school.
31. Later in the day of November 30, 2015, Mr. Verdi was made aware of the aforementioned meeting from Marvin Shelton himself, who was taken aback by the issues discussed, and the fact that Superintendent Mashel was on a quest to remove Plaintiff Verdi from the school based on the insistence of certain local elected officials, including Assemblyman Dinowitz himself.
32. On December 11, 2015, a meeting was held between the Acting School Principal of P.S. 24, Andrea Feldman, Assemblyman Dinowitz, and Superintendent Mashel, where Acting Principal Feldman was informed that she had to find a way, as Plaintiff Verdi's direct supervisor, to release Mr. Verdi from his employment as

Assistant Principal if she wished to remain Principal of the school. Mr. Verdi was made aware of this meeting from Acting Principal Feldman herself.

33. It is respectfully submitted to the court that the efforts to conspire to have Plaintiff Verdi removed from his position as Assistant Principal is in material breach of his contract with the DOE, and constitutes tortious interference with his contract with the DOE by each of the Defendants – as will be discussed in further detail herein.

(ii) The Meeting of January 7, 2016 and Subsequent Violations of Federal Law

34. It is further respectfully submitted that the actions of Assemblyman Dinowitz, Superintendent Mashel and other local elected officials, in scapegoating Assistant Principal Verdi and former Principal Connelly for issues involving the loss of the lease and issues of school overcrowding, are further part of a politically and racially-motivated scheme to prevent minorities and lower-income children from attending P.S. 24 and other schools in the area. This discriminatory scheme by its very nature also constitutes tortious interference with the Plaintiff's contract with the DOE – who, as an Assistant Principal, is required to uphold and enforce the rights of schoolchildren.
35. The events that give rise to the discriminatory and illegal scheme to prevent minorities and low-income children from attending P.S. 24 arises from the following two events:
- (i) On January 7, 2016, at a public meeting specifically called to address the issue of school overcrowding, Assemblyman Dinowitz stated that if P.S. 24 becomes larger and has empty seats, that “they,” “others,” and “outsiders” (understood to be children born of minority parents

and a lower-income category) will receive those seats. In response, Assistant Principal Verdi asked who the “they” were in question, which greatly upset the Defendant, Assemblyman Dinowitz, who shouted: “You’re the they.” It is further respectfully submitted that Assemblyman Dinowitz has often attributed the growth of the school to “outsiders” being allowed entry to the schools.

- (ii) In their very first private meeting with Defendant, Assemblyman Dinowitz as school administrators in or around November 2009, Plaintiff Verdi and Principal Connelly were told by Assemblyman Dinowitz that he knows who the children are that are not from Riverdale “by the way they walk, talk, and wear their pants.” As the meeting continued, they were informed that people who are not from the school district are misrepresenting their addresses, and seeking entrance into the public schools within School District 10, and specifically, P.S. 24, through such misrepresentation. This was Plaintiff Verdi’s and Principal Connelly’s introduction to the political witch-hunt and “investigations” into parents and children that were allegedly knocking down the walls of the local schools to attain an education, despite the lack of any evidence – ever – to support this contention.

- 36. At the aforementioned meeting of January 7, 2016, attended by Defendant, Assemblyman Jeffrey Dinowitz, his Chief of Staff and Democratic District Leader Randi Martos, Deputy Schools Chancellor Rose, Acting Principal Feldman in

addition to other elected officials and DOE personnel, the issue of confirming addresses of enrollees in kindergarten classes was discussed – once again, to address the issue of purported “overcrowding.” Defendant, Superintendent Mashel suggested, in response to Assemblyman Dinowitz’s inquiries, that “the school will let you come there” (that is, into P.S. 24, during the registration process), and confirmation was given by the Acting Principal that members of Assemblyman Dinowitz’s staff or others chosen by him would be given access to the registration area during registration for kindergarten classes.

37. At the aforementioned meeting of January 17, 2016, Randi Martos, suggested that it was “a good idea” to allow her to be involved in the school registration process, and it was agreed at the January 7, 2016 meeting that she would be present to review applications during this process.
38. It is submitted to the court that neither Defendant Dinowitz nor his staff member, Randy Martos, as politicians, and with no authority within the DOE, were legally permitted to insert themselves into the school registration process.
39. The involvement and actual approval of Defendant, Superintendent Mashel in the decision to allow politicians access to the registration process of schoolchildren at P.S. 24, brought the direct involvement of school administration into a discriminatory scheme in violation of the Civil Rights Act of 1871, 42 U.S.C. §1983 (hereinafter, 42 U.S.C. §1983). Furthermore, Defendant, Superintendent Mashel, in addition to other DOE administrators, knew or should have known that filling of classroom space was conducted completely according to the DOE process and policies, and that she should have resisted the shrill calls of politicians to

“investigate” into abuses without any proof rather than stand up to them for their racially divisive policies adverse to the interests of schoolchildren.

40. Defendant Dinowitz, who has stated in various publications that he and his staff was merely “invited in” to the school during the registration process (as will be further discussed herein), knew or should have known that he and his staff members were in violation of federal law when they became part of a review process that included privately protected personal information of students registering at P.S. 24. The fact that Defendant Dinowitz admits the involvement of his staff where they were “invited in” is, by definition, an admission of his office’s violation of federal law.
41. The direct involvement of Defendant Dinowitz and his Chief of Staff, Randy Martos with school administration and access to private records of students – which was in violation of the HIPAA and FERPA laws – constituted a discriminatory scheme in violation of 42 U.S.C. §1983.
42. It is further represented that Defendant, Superintendent Mashel had no legal obligation to answer to the demands of local politicians, but rather, had an absolute legal obligation and duty of loyalty to protect the rights of students under her auspices. Instead, she violated the rights of students under the Family Education Rights & Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and tortiously interfered with Plaintiff Verdi’s immutable contractual responsibility to prevent the invasion of the privacy rights of students under color of law – again, as part of a discriminatory scheme in violation of 42 U.S.C. §1983.

43. On January 27, 2016, a school meeting took place at P.S. 24, which was attended by Acting Principal Feldman, Defendant, Superintendent Mashel, Mr. Shelton, and several others. After the meeting, Superintendent Mashel had a very pointed conversation with Plaintiff Verdi, stating that he “cannot stay at 24” because the politicians are “intimidated” by him, and that leaving “might be a good thing.” This conversation, too, constituted a tortious interference with Plaintiff Verdi’s contractual rights under the contract with the DOE.
44. On February 22, 2016, Superintendent Mashel met with both Mr. Verdi and Acting Principal Feldman, where Superintendent Mashel asked Mr. Verdi why he wanted to stay “in a place he is not wanted.” In response, Mr. Verdi stated that most parents liked him, and were happy with the way he fulfilled school curriculum goals. When asked what he did that was “wrong,” Superintendent Mashel stated that “right and wrong has nothing to do with it and that the squeaky wheel gets the grease.”
45. On March 16, 2016, Mr. Verdi attended a meeting for the creation of the “C-30 Committee” for the Principal Selection process at P.S. 24. Merely hours later, Laura Moukas, a member of the C-30 committee and present Parents’ Association Co-President was inexplicably discussing the earlier meeting and the “excitement” that it generated. When a parent mentioned that the process is supposed to be confidential, Ms. Moukas stated that it was **not confidential**, since they were not talking about the candidates for the position of principal. In actuality; however, Ms. Moukas violated the code of confidentiality that she personally agreed to prior to becoming part of the C-30 process by speaking publicly about committee

decisions – a clear indication that Superintendent Mashel's outright prejudice has infected the entire C-30 process.

46. It is respectfully submitted that the policies of Defendant, Superintendent Mashel and the Department of Education regarding the lease, as well as the specific intent to target Assistant Principal Verdi, are due to the fact that Defendant Mashel is merely answering to the bidding of the local elected officials and being driven by racist politics, under color of law, and in violation of 42 U.S.C. §1983.
47. In a letter from the Plaintiff's attorneys to the Defendant, DOE and Defendant, Chancellor Fariña, dated March 22, 2016, the Chancellor's office was notified of the issues contained within this Complaint, and explicitly requested for Chancellor Fariña's office to order Defendant, Superintendent Mashel, to cease and desist from any contact with Plaintiff Verdi other than what is absolutely necessary for the administrative needs of the school, and to refrain from constantly pressuring Mr. Verdi to resign from his position. A meeting with the Schools' Chancellor was also requested to resolve the issues referred-to herein. This letter was carbon copied to the following DOE employees: Ursula Ramirez, Chief of Staff; Dr. Dorita Gibson, Senior Deputy Chancellor of School Support; Elizabeth Rose, Deputy Chancellor Operations; and the Office of the General Counsel of the DOE. The March 22, 2016 letter, to date, has never been responded to by the Defendant, DOE, and it is respectfully submitted that if any meeting to discuss the within issues would have occurred previously, litigation could have been avoided.
48. On the dates of 3/25/16, 3/28/16, 3/29/16, 3/30/16, 3/31/16 and 4/1/16, Randi Martos was indeed present during the enrollment of kindergarten classes at P.S.

24, as Defendant Dinowitz's Chief of Staff and with the specific approval of the Defendant, Superintendent Mashel. During this process, Randi Martos actually became involved in assisting the registration process, checked all proofs of addresses of the parents, looked over medical and academic records relating to students, as well as Individualized Educational Plans (IEP's) pertaining to students. Ms. Martos also insisted that parents produce 3 pieces of identification – which is neither in keeping with the Chancellor's regulations, nor allowable under The McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11431, *et seq.* In addition, the aforementioned Laura Moukas was also screening and accessing the same records.

49. As a result of the foregoing, Ms. Randi Martos and Ms. Laura Moukas at the urging of Assemblyman Dinowitz, and with the overt support of Superintendent Melodie Mashel violated the rights of at least 100 enrollees under the FERPA and HIPAA Acts, and the McKinney-Vento Law.

(iii) Plaintiff Verdi as a "Whistleblower"

50. At various times and dates, the Plaintiff, Verdi, complained about the violations of law on the part of the Defendants, and specifically, that the rights of students under FERPA and HIPAA were being violated to various DOE personnel. On or about April 7, 2016, the Plaintiff, Verdi, filed a complaint with the New York City Special Commissioner of Investigation complaining of the presence of Randi Martos at P.S. 24 during the school registration process on the dates of 3/25/16, 3/28/16, 3/29/16, 3/30/16, 3/31/16 and 4/1/16.
51. The Plaintiff, Verdi, is a "whistleblower" as defined by New York Labor Law

§740(2), New York Civil Service Law § 75-b and the New York City Whistleblower Law, based on his own complaints and the letter of the Plaintiff's law office to the Schools Chancellor on March 22, 2016. Under the protections of the aforementioned statutes, public employees are protected from retaliatory action resulting from their disclosure of information that is reasonably believed to be a violation of law, rule or regulation which creates and presents a substantial and specific danger to the public health or safety or which the employee reasonably believes to be true and reasonably believes constitutes an improper government action. As such, the Defendant, Superintendent Mashel, is prohibited from taking any "adverse personnel action" against Plaintiff, Verdi, in retaliation for the reporting of the conduct of a DOE officer or employee that he believes presents "substantial and specific risk of harm to the health, safety or educational welfare of a child" in a DOE school.

52. Plaintiff Verdi is in possession of video and photos demonstrating the involvement of Randy Martos, acting on behalf of Defendant Dinowitz, and Laura Moukas in the school registration process at P.S. 24. At least one of these photos show Ms. Marto at a desk, with a student file open, during the registration process.

(iv) Defamatory Statements by Defendant Dinowitz

53. Both prior to, and following the initial filing of the within lawsuit in New York State Supreme Court against the DOE, Chancellor Farina, Superintendent Mashel, the Defendant, Assemblyman Dinowitz made numerous knowingly false and defamatory statements regarding the actions of Plaintiff Verdi regarding the lease renewal. Such defamatory statements include the following:

- (i) In a phone interview with *The Riverdale Press* on or about March 29, 2016, Defendant Dinowitz admitted that **it is not** within the Principal's duties to negotiate leases. He nevertheless specifically went on to blame the former Principal and Plaintiff Verdi for matters he knew to be beyond their control: "They kept parents in the dark, they sat on their hands and they let disaster happen," referring to both Ms. Connelly and Mr. Verdi.
- (ii) Speaking to the *Riverdale Review* in the May 5-11, 2016 publication, Assemblyman Dinowitz is quoted as saying, "I specifically told him (Mr. Verdi) to pay attention to this, advice he chose to ignore. In my view, he (Mr. Verdi) and Ms. Connelly are **totally** responsible for both the loss of space and the over-enrollment issue."
- (iii) Additionally, in the same publication of the *Riverdale Review*, Mr. Dinowitz stated: "Injecting race into the argument is nothing more than a desperate attempt to reopen the hiring process for Principal to either save his (Mr. Verdi) current job or somehow be considered as a candidate for Principal."
- (iv) Mr. Dinowitz in the May 9, 2016 publication of *The Riverdale Press* stated: "In a desperate attempt to create a smokescreen to divert attention from the fact that he's the main reason for the severe overcrowding crisis at P.S. 24, Manny Verdi has brought a lawsuit containing one lie after another."
- (v) In the same May 9, 2016 publication of the *Riverdale Press*, Defendant Dinowitz is quoted as saying: "He (Mr. Verdi) **alone** is responsible for that school not having a principal and this overcrowding crisis would not have happened but for Manny Verdi."

(vi) In a WPIX TV news segment that appeared on May 15, 2016, Defendant Dinowitz stated: “Mr. Verdi and Ms. Connolly made it their policy to enroll virtually any student into the school regardless of where they live and regardless of whether or not seats were available.” This baseless misrepresentation is in no way consistent with the manner in which Plaintiff Verdi fulfilled DOE policies, but rather a false representation with the purposeful design to question the competency of school administrators who have nothing to do with negotiating leases, and merely follow the policies of the DOE in the enrollment of students.

54. Furthermore, Defendant Dinowitz’s version of events is at least partly contradicted by Council Member Andrew Cohen, in an opinion piece that appeared in *The Riverdale Press* on June 18, 2016, where it was stated that he and Assemblyman Dinowitz learned about the breakdown in lease negotiations in Fall of 2014, several months before Mr. Dinowitz claims he learned this news. Further supporting the position that school administration has no power to negotiate leases and may in no way interfere with the negotiating process for a lease, Cohen stated:

In the fall of 2014, Assemblyman Jeffrey Dinowitz and I learned that negotiations regarding the P.S. 24 [annex lease renewal](#) between the Whitehall and the School Construction Authority (SCA) were breaking down. We relayed this information to then-principal Donna Connelly, to Assistant Principal Manny Verdi and to some of the officers of the Parent Association (PA). Principal Connelly told us that lease renewals are not under a principal’s purview and that it is the job of the SCA to negotiate the lease. The PA officers supported that position. The Assemblyman and I were concerned and reached out to the SCA. We were then asked by the SCA to not interfere because they were concerned that our involvement would undermine their negotiating position.¹

¹ Council Member Cohen is expected to be called as a witness in this case, as is Defendant Dinowitz’s Chief of Staff, Randy Martos. Both individuals further may ultimately be named as Defendants in this case as well.

55. Each of the aforementioned statements made by Defendant, Dinowitz were knowingly false and defamatory in light of the fact that Defendant Dinowitz was **completely aware** that the Principal, Assistant Principal and any school administrative staff is incapable of negotiating leases, may not interfere in any negotiations over leases in any manner whatsoever, and any overcrowding caused within the school was either due to the loss of the annex or due to the fact that Mr. Verdi, and other school administrators, were completely following DOE policy in the filling of classrooms and school space by students.

(v) Acts of retribution by Superintendent Mashel

56. It is respectfully submitted that each of the aforementioned occurrences wherein Superintendent Mashel had requested the resignation of Plaintiff Verdi, or otherwise, conspired to have him removed from his position as principal, were acts of retribution for standing up to local elected officials and their racially-motivated schemes – which includes their involvement in the school registration process of P.S. 24.
57. On or about April 6, 2016, Assistant Principal Verdi was called for a meeting with the Defendant, Mashel, by Superintendent Mashel herself – which was held on May 4, 2016. Mr. Verdi was unaware of the subject of the meeting until the time that it was held. Broadly, the facts leading to this meeting are as follows:
- Sometime in 2015, several schoolchildren at P.S. 24 were involved in an exchange where certain schoolchildren used the word “Nazis.” Also, certain schoolchildren became upset about other schoolchildren singing in the Hebrew language. Plaintiff Verdi was thereupon asked to discipline certain

schoolchildren due to this exchange by the parent of two of the children, whose role in other aspects of this lawsuit is mentioned in significant detail herein.²

- Following several months of an investigation, including contact with an Attorney on behalf of the Board of Education, Plaintiff Verdi found that there was no basis for disciplining any of the children complained about that were involved in this dispute. Following Mr. Verdi's finding, the parent of two of the children continually complained to him, and continued to insist that the other schoolchildren be disciplined (particularly as to the singing of the Hebrew song).
- When Mr. Verdi failed to reopen his investigation, the aforementioned parent complained to Superintendent Mashel, without contacting Mr. Verdi's immediate Supervisor, being the Acting Principal. At some point, Superintendent Mashel stated to Plaintiff Verdi that he should have no further contact with this parent's schoolchildren. Upon information and belief, because of said parent's extremely close relationship with Superintendent Mashel and involvement in the issues raised within this lawsuit, she was able to repeatedly contact Defendant Mashel regarding this issue. It is respectfully submitted that the frivolous complaint of this parent, in collusion with Defendant Mashel in their continued effort to have Defendant Verdi relieved as the Principal of P.S. 24, served as the basis of retributive action due to Plaintiff Verdi's "whistleblower" status in

² The names of the mother and schoolchildren involved in this dispute will, for the time being, be kept confidential, but is expected to become known during discovery.

complaining about the discriminatory policies utilized during the aforementioned school registration process.

58. Because no response was received to the March 22, 2016 letter to Defendant, Chancellor Fariña, a second letter was delivered to the Defendants, the DOE and Schools Chancellor Fariña on April 16, 2016, notifying her of the scheduled May 4 meeting between Plaintiff Verdi and Defendant, Superintendent Mashel and the fact that any effort to discipline him was retribution for complaints made to her office. The letter renewed the request to meet with the Chancellor about the allegations concerning the Defendant, Superintendent Mashel, requested that the meeting for May 4 be suspended, and for Superintendent Mashel to cease and desist from contact with the Plaintiff other than what is absolutely necessary for school administration purposes.
59. A response to the aforementioned letter was received on April 29, 2016 (dated April 26, 2016). In this letter, Deputy Counsel Robin Greenfield contended that as the educational leader of District 10, Superintendent Mashel is free to have contact with any employee who works in the district and that the meeting scheduled for May 4 between Defendant, Superintendent Mashel, and Plaintiff Verdi would go forward. On the same day, the Plaintiff's law office received a call from the Department of Investigation of the DOE requesting a meeting with the Plaintiff himself. Although it was discussed by both parties in this telephone conversation that a meeting was necessary, it was suggested that such a meeting must only take place if the May 4 meeting between the Defendant, Superintendent Mashel, and the Plaintiff were postponed. It was further suggested that such a discussion

could prevent this litigation from going forward and prevent any act of retribution by the Defendant, Superintendent Mashel, from taking place. In response, the representative from the Department of Investigation indicated that he had no power to postpone the May 4 meeting, that he was bound by the letter from the Deputy Counsel, dated April 26, 2016, and that a conversation should indeed take place after the scheduled May 4 meeting. A meeting with the aforementioned investigator was subsequently held, where Defendant, Mashel's injection into Riverdale's racially divisive politics to the detriment of schoolchildren, her various efforts to interfere with Plaintiff Verdi's proper administrative actions, and various violations of state and federal law during the school registration process were widely discussed.

60. When the meeting of May 4, 2016 went forward, Defendant Mashel stated that Plaintiff, Verdi violated her directive not to have contact with the aforementioned schoolchildren (referred to in Paragraph "57," *supra*) by going to the P.S. 24 Annex. Plaintiff Verdi responded that he went to the Annex to deal with an emergency involving an attack by a student upon a teacher that caused injury, and that he only saw the children by happenstance because they were inside a classroom that he went into while he was there – and without expecting them to be there. Defendant Mashel thereupon instructed Plaintiff Verdi to refrain from any visit to the P.S. 24 annex, and that any emergency that may arise there would have to be responded to by the Principal, guidance counselors or other school administrators.
61. Based on the foregoing, Mr. Verdi is prevented from doing his job as Assistant Principal and is not allowed to enter the annex for any of the following

emergencies: fires, terrorist activities, earthquakes, tornadoes, bombings or attacks on teachers, children, or parents at the P.S. 24 Annex due to Defendant Mashel's directive.

62. In a letter that was placed into Mr. Verdi's file by Defendant Mashel, dated May 23, 2016, Mr. Verdi was re-notified by Superintendent Mashel to cease and desist from any contact with the aforementioned schoolchildren (though she did not specifically address the issue of whether he may appear at the P.S. 24 annex). Additionally, as a result of the communication between the aforementioned parent and Superintendent Mashel, the constant interference, pressure, and racially-motivated, discriminatory policies of parents, local politicians and Superintendent Mashel, an undue burden has been placed on the ability of the Plaintiff, Verdi, to perform his contractual duties and enforce the federally-protected rights of students at P.S. 24.
63. In the letter placed into Plaintiff Verdi's file by Superintendent Mashel, dated May 23, 2016, Defendant Mashel falsely alleges that Mr. Verdi entered the classroom of the schoolchildren several times despite Mr. Verdi's claims that such assertions are completely incorrect (and that he only went to the Annex to respond to a specific emergency). Rather than even mentioning the Annex, the letter continually references the students and states that Plaintiff Verdi is to cease from any interaction with these students, and that any further "emergency situations involving these students or their classrooms" be handled by other designated staff members of the school. Superintendent Mashel further admits that the action was taken as a result of "numerous" e-mails from the mother of the students – who

clearly had direct access to her over previous months.

64. The fact that this letter, now made part of Plaintiff Verdi's personnel file, constitutes retributive action, and that Defendant, Superintendent Mashel intends to take further retributive action against Plaintiff Verdi as a whistleblower is supported by the fact that the meeting and subsequent action was completely contrary to safety protocols and school policy. Again, Superintendent Mashel is not the Plaintiff, Verdi's direct supervisor – the Acting Principal of P.S. 24, Andrea Feldman is. Second, both Acting Principal Feldman as well as the previous principal of P.S. 24, Donna Connelly, refused previously refused to take action against Plaintiff Verdi even in the face of being directed by Defendant, Superintendent Mashel chose to do so herself. In this case, the complainant was a person that Defendant, Superintendent Mashel worked with closely on the school registration process, the Principal selection process at P.S. 24, and regarding other racially motivated aspects of the policies that the Defendant, Mashel played an integral role in. She had no basis for ever being part of this investigation, or in her findings.
65. Defendant, Superintendent Mashel's actions are politically driven, racially divisive, in contrast to the Chancellor's "diversity policy" and in violation of the aforementioned whistleblower protections where the violations of federal and New York State law are concerned. Defendant, Superintendent Mashel, simply serves as the pawn of certain political forces at the detriment of the students and the school administrators who dare to go against the wishes of her political benefactors. Her actions against Plaintiff Verdi are simply retribution for the fact that he made complaints, and stood up to the same political forces that Defendant

Mashel seeks to serve.

(vi) The actual process for admitting students to P.S. 24

66. There is a specific policy that administrators within the DOE must follow in allotting classroom or school space to schoolchildren. The guidelines for this process are as follows:

- The school must accept any children that are specifically zoned for that school. While some families hypothetically buy homes or move into the district because the school within the zone is a desirable one, a parent need only provide two pieces of identification to prove that they live there for their children to attend the school.
- Concurrently, if children are assigned to P.S. 24 on a “No Child Left Behind Waiver,” administrators are obligated to accept those children into the school. Such a waiver is provided upon completion of the Public Schools Choice (PSC) application form, and approval by the DOE for transfer in keeping with the No Child Left Behind Law, under the Schools Chancellors regulations. Administrators at local schools have nothing to do with this application process, or the assignment of children under this process.
- Where families live with a friend or relative zoned for the school (where the waiver is signed off by the zoned resident with whom they are living) these families are considered homeless and are protected under the McKinney Vento Act and must be accepted into the school.
- Children within School District 10 that have scored high enough on the “Gifted and Talented test” are assigned to the school’s Gifted and Talented

Program. Priority is given to students who already have siblings in the school. Up to 40% of the children in the Gifted and Talented Program are held for non-zoned children.

- Non-zoned students with siblings in the school may be accepted by the Principal where space permits.³
- If families move into the school zone during the school calendar year, their children must be accepted into the school. Children already accepted to the school that whose families subsequently move from the school zone (or from New York City altogether), such students are permitted to finish the school year within that zone.

67. As such, it is simply brazenly untruthful to allege, as Defendant Dinowitz has (and as Defendant, Superintendent Mashel seems to have accepted, without any basis) that Plaintiff Verdi has allowed whoever wishes to come into the school to do so. He has, with other school administrators, allotted classroom space according to school policy, denied entrance to many applicants according to school policy, and has previously accepted the normal school registration process – which calls for two pieces of identification to prove residency.

68. Approximately 500 schoolchildren are presently on a waiting list to attain entry into P.S. 24. Despite their potential eligibility, they cannot attain entry because school administration at P.S. 24 – including Plaintiff Verdi, will not allow them to attend.

³ A question often addressed at community meetings is as to how an overcrowded school could have room in a classroom. Classes must be created once a maximum size has been reached. The maximum classroom size for kindergarten classes, for example, is 25. Once a new classroom is created (and a teacher must be paid for teaching the class), administrators are encouraged to add students to fill the classrooms and justify the use of the funding.

69. While Defendant Dinowitz, and other elected officials, seem to suggest that they would prefer to have the DOE policies of inclusion violated, it is essentially their own constituents, and their children, who they discriminate against by suggesting they should not be allowed attendance into P.S. 24. While these politicians have, at times, suggested that some children in attendance at P.S. 24 are from outside of New York City, they primarily seek to bar the classroom doors to children “down the hill,” from outside of Riverdale, in their own respective legislative districts. They merely seek preference for “their constituency” and “base” for the purpose of enrolling students, conjure up the notion that the school takes out of district students, and present a brazenly unseemly notion that people are lying about their residences to break down the classroom door, and now seek to “build the wall” to keep them out.

AS AND FOR A FIRST CAUSE OF ACTION:
BREACH OF CONTRACT AND TORTIOUS INTERFERENCE WITH CONTRACT

70. Plaintiff Verdi repeats, reiterates, and re-alleges each and every allegation contained in paragraphs numbered “1” through “69” with the same force and effect as if fully set forth herein.
71. At all times hereinafter mentioned, Defendant, the DOE entered into a written contract with Plaintiff, Verdi, to perform certain duties on behalf of the assigned school and students, including but not limited to acting as a school administrator and Assistant Principal of P.S. 24.
72. At all times hereinafter mentioned, Defendant, the DOE entered into a written contract with Plaintiff Verdi, to, among other things, act as the guardian of the rights of children as a school administrator and Assistant Principal at P.S. 24 as codified

by statute and common law.

73. As the guardian of the rights of children as a school administrator and Assistant Principal at P.S. 24, Plaintiff Verdi was obligated to protect the rights of students, including but not limited to the privacy rights of students as contained in the Family Education Rights & Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
74. As the guardian of children at P.S. 24, and the respective rights of children as a school administrator and Assistant Principal at P.S. 24 as codified by statute and common law, Plaintiff Verdi was obligated to protect the rights of students in attendance, and prevent the violation of the civil rights of students including but not limited to preventing minorities and low-income students from attending the school, or to be subjected to an arduous school registration process in violation of such rights.
75. As the guardian of the rights of children as a school administrator and Assistant Principal at P.S. 24, Plaintiff Verdi was obligated to prevent the violations of civil rights of students “under color of law, as codified within 42 U.S.C. §1983 and other federal and state statutes, as well as the New York State Constitution, preventing discrimination in state and city facilities, including in the education of children specifically.
76. At all times hereinafter mentioned, Defendant, Carmen Fariña, individually, and on behalf of the DOE was obligated to enforce the written contract between Plaintiff Verdi and the DOE and prevent interference with performance of his contract, including but not limited the protection of students from various violations of their

privacy rights under the HIPAA and FERPA laws, as well as the violations of the civil rights of students under 42 U.S.C. §1983.

77. At all times hereinafter mentioned, Defendant, Superintendent Mashel, individually, and on behalf of the DOE was obligated to enforce the written contract between Plaintiff Verdi and the DOE and prevent interference with performance of his contract, including but not limited to the protection of students from various violations of their privacy rights under the HIPAA and FERPA laws, as well as the violations of the civil rights of students under 42 U.S.C. §1983.
78. The acts complained of herein were carried out by the aforementioned individual Defendant, the DOE, in addition to its agents, servants and/or employees, in its capacity as a municipal corporation, with all of the actual and/or apparent authority attendant thereto.
79. The acts complained of herein were carried out by the aforementioned individual Defendant, Carmen Fariña, in her capacity as School Chancellor within the DOE, with all of the actual and/or apparent authority attendant thereto and under color of law.
80. The acts complained of herein were carried out by the aforementioned individual Defendant, Superintendent Mashel, in her capacity as School Superintendent of within the DOE, with all of the actual and/or apparent authority attendant thereto and under color of law.
81. The Defendant, Superintendent Mashel, conspired to pressure, threaten, and intimidate the said Plaintiff's position as Assistant Principal of P.S. 24 in violation of the contract rights of the Plaintiff and the duties the Plaintiff was required to

perform under his contract with the DOE, the HIPAA and FERPA laws and 42 U.S.C. §1983.

82. At all times hereinafter mentioned, the constant interference, pressure, and racially-motivated, discriminatory policies applied by the Defendants, the DOE, Carmen Fariña and Superintendent Mashel toward the Plaintiff, in his role as Assistant Principal of P.S. 24, has placed an undue burden on the ability of the Plaintiff to perform his contractual duties and enforce the federally-protected rights of students at the school.
83. The constant interference and pressure applied directed toward the Plaintiff, which specifically includes interference and pressure applied to the acting Assistant Principal and former Principal by the Defendants, has negatively affected the learning process and learning environment of the students.
84. At all times hereinafter mentioned, the injection of Defendant, Superintendent Mashel's own politically-driven and racially divisive machinations into the selection process for Principal at P.S. 24 has caused a prejudicial process to be created toward applicants for the Principal position, including, but not limited to the Plaintiff, Verdi.
85. As the result of the injection of the Defendant, Superintendent Mashel's own political machinations and racially motivated, discriminatory policies into the C-30 process for the selection of a new Principal for P.S. 24, various individuals, including but not limited to the Plaintiff himself, will or have been unfairly discriminated against in the choosing of a school Principal.
86. As a result of the foregoing, the Plaintiff's inability to seek the position of school

Principal is unfair and has put an unwarranted and unjustified burden on the Principal selection process.

87. The Defendant, the DOE, is in material breach of the written contract with the Plaintiff, Verdi, based on the tortious interference with Mr. Verdi's contractual rights as a school administrator and his obligation to enforce the privacy rights of students as contained within the FERPA and HIPAA laws, and the civil rights of students under 42 U.S.C. §1983.
88. The Defendant, Carmen Fariña, individually and in her capacity as Schools' Chancellor of the DOE is in material breach of the written contract with Plaintiff Verdi, based on the tortious interference with Plaintiff Verdi's contractual rights as a school administrator.
89. The Defendant, Superintendent Mashel, individually and on behalf of the DOE as the Superintendent of Schools in Community School District 10, is in material breach of the written contract with Plaintiff Verdi, based on the tortious interference with Plaintiff VERDI's contractual rights as a school administrator.
90. It is respectfully alleged that the constant interference and pressure directed toward the Plaintiff, which specifically includes interference and pressure applied to the Defendant, Superintendent Mashel, the last two Principals at P.S. 24 in addition to other administrators of the DOE by Defendant, Assemblyman Dinowitz, has negatively affected the learning process and learning environment of the students and constitutes tortious interference with the Plaintiff, Verdi's contract with the DOE.
91. At all times hereinafter mentioned, the injection of Defendant, Assemblyman

Dinowitz's own politically-driven, racially divisive and elitist proclivities into the selection process for Principal at P.S. 24 has caused a prejudicial process to be created toward applicants for the Principal position, including, but not limited to the Plaintiff, Verdi.

92. As a result of the injection of the Defendant, Assemblyman Dinowitz's own political machinations and racially motivated, discriminatory policies into the C-30 process for the selection of a new Principal for P.S. 24, various individuals, including but not limited to the Plaintiff himself, will or have been unfairly discriminated against in the choosing of a school Principal.
93. Based on the foregoing, Plaintiff Verdi demands judgment against the defendants in a sum of Two Million Dollars (\$2,000,000.00) on the First Cause of Action.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF
THE PLAINTIFF FOR VIOLATION OF THE FAMILY EDUCATIONAL RIGHTS
AND PRIVACY ACT (FERPA)**

94. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs numbered "1" through "93" with the same force and effect as if fully set forth herein.
95. Plaintiff states a cause of action under the FERPA in that the Defendants, the DOE, its agents, servants and/or employees, Schools Chancellor Carmen Fariña, and Superintendent Mashel, individually and in their official capacities, acting in concert, under color of federal and state law, arbitrarily and capriciously violated the rights of students by unlawfully allowing the physical presence of certain strictly political figures at P.S. 24 during the school registration process – specifically including, but not limited to Randi Martos, Chief of Staff to Defendant, Dinowitz.

The presence of such political figures was performed with the blatant support of Defendant, Superintendent Mashel, and the knowledge of various officials within the DOE administration, purportedly for the purpose of determining whether children registering for classes are residents within the school district. Further, the purported reasoning for these violations – to prevent “out of district” students from registering for classes, was a ruse for preventing people from minority and low-income families for registering for classes, in violation of the civil rights of students and their parents under 42 U.S.C. §1983.

96. Plaintiff states a cause of action under the FERPA in that the Defendant, Assemblyman Dinowitz, and his Chief of Staff, and Randy Martos, their agents, servants and/or employees, acting in concert with all of the Defendants in this matter, under color of federal and state law, arbitrarily and capriciously violated the rights of students by unlawful injecting themselves into the school registration process at P.S. 24, for the purported purpose of determining whether children registering for classes are residents within the school district. Further, the purported reasoning for these violations – to prevent “out of district” students from registering for classes, was a ruse for preventing people from minority and low-income families for registering for classes, in violation of the civil rights of students under 42 U.S.C. §1983.
97. That as result of the foregoing, the said Defendants, by violating the privacy rights of the students of P.S. 24, placed an undue burden on the Plaintiff who had a duty to protect the privacy rights of each and every student and potential student at P.S. 24.

98. Based on the foregoing, Plaintiff Verdi demands judgment against the Defendants in a sum of Two Million Dollars (\$2,000,000.00) on the Second Cause of Action.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF THE PLAINTIFF
FOR VIOLATION OF THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT (HIPAA)**

99. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs numbered "1" through "98" with the same force and effect as if fully set forth herein.
100. Plaintiff claims a cause of action under HIPAA in that the Defendants, the DOE, Schools' Chancellor Carmen Fariña, and Superintendent Mashel, acting in concert, under color of federal and state law, arbitrarily and capriciously violated the privacy rights of schoolchildren in attendance at P.S. 24 by allowing the physical presence of certain strictly political figures at the school during the school registration process – specifically including Randi Martos, with the blatant support of Superintendent Mashel herself. These violations of law, based on completely partisan political motives, further violated the civil rights of students attempting to enroll at P.S. 24 under 42 U.S.C. §1983, in that the aforementioned violations of their constitutional rights and federal law were performed with a discriminatory purpose in the effort to prevent children from specific minority and low-income groups from enrolling at the school. As a guardian of the children attending P.S. 24, Plaintiff Verdi's due process rights under the United States Constitution, and as established under state and federal law, were violated by the Defendants as well, under color of law, pursuant to 42 U.S.C. §1983.
101. Plaintiff claims a cause of action under HIPAA in that the Defendants,

Assemblyman Dinowitz and Randi Martos, acting in concert with all of the other Defendants, under color of federal and state law, arbitrarily and capriciously violated the privacy rights of schoolchildren in attendance at P.S. 24 by becoming part of the school registration process at P.S. 24. These violations of law, based on completely partisan political motives, further violated the civil rights of students attempting to enroll at P.S. 24 under 42 U.S.C. §1983, in that the aforementioned violations of their constitutional rights and federal law were performed with a discriminatory purpose in the effort to prevent children from specific minority and low-income groups from enrolling at the school. As a guardian of the schoolchildren in attendance at P.S. 24, Plaintiff Verdi's due process rights under the United States Constitution, and as established under state and federal law, were violated by the Defendants as well, under color of law, pursuant to 42 U.S.C. §1983.

102. The lack of any evidence indicating that children from other communities were fraudulently registering classes at P.S. 24 in significant numbers at any time before, during or after the present registration process, indicates that such position arose simply due to the political, racially divisive, and discriminatory practices of the Defendants, the DOE, Schools' Chancellor Carmen Fariña, Superintendent Mashel and Assemblyman Jeffrey Dinowitz, and by Randy Martos, as Chief of Staff to Assemblyman Dinowitz, acting in concert, and under color of federal and state law.
103. That as result of the foregoing, the said Defendants the DOE, Schools' Chancellor Carmen Fariña, Superintendent Mashel, Assemblyman Dinowitz and Randy

Martos, as Chief of Staff to Assemblyman Dinowitz, in their individual and official capacities, acting in concert, under color of federal and state law, by violating the privacy rights of the students of P.S. 24, tortiously interfered with the contract rights and due process rights of the Plaintiff who had a duty to protect the privacy rights and civil rights of every student enrolled at P.S. 24.

104. Based on the foregoing, Plaintiff Verdi demands judgment against the Defendants in a sum of Two Million Dollars (\$2,000,000.00) on the Third Cause of Action.

**AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF: THE PLAINTIFF IS A "WHISTLEBLOWER" PURSUANT TO
STATE AND MUNICIPAL LAW**

105. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs numbered "1" through "104" with the same force and effect as if fully set forth herein.
106. The Plaintiff Verdi is a "whistleblower" as defined by New York Labor Law §740(2), New York Civil Service Law § 75-b and the New York City Whistleblower Law, based on his own complaints to school officials, and the letter of the Plaintiff's law office to the Schools Chancellor on March 22, 2016.
107. Public employees are protected from retaliatory action resulting from their disclosure of information that is reasonably believed to be a violation of law, rule or regulation which creates and presents a substantial and specific danger to the public health or safety or which the employee reasonably believes to be true and reasonably believes constitutes an improper government action.
108. That the Defendants, the DOE, its agents, servants and/or employees, in addition to Schools Chancellor Carmen Fariña and Superintendent Mashel, in their

individual and official capacities, are prohibited from taking any “adverse personnel action” without justification against Plaintiff, Verdi, in retaliation for the reporting of the conduct of a DOE officer or employee that he believes presents “substantial and specific risk of harm to the health, safety or educational welfare of a child” in a DOE school.

109. The effort to discipline Plaintiff Verdi by SUPERINTENDENT MASHEL is consistent with a pattern of retaliatory action, starting with actions taken after the aforementioned meeting of January 7, 2015, the request of the former and present Acting Principal of P.S. 24 to discipline Plaintiff Verdi, the numerous efforts to have him resign, the meeting with Defendant, Superintendent Mashel, on May 4, 2016 and the May 23, 2016 letter placed in Plaintiff Verdi’s file by Superintendent Mashel, in addition to any subsequent actions to discipline Plaintiff Verdi, including termination, demotion or other disciplinary action. These retaliatory actions violate various state and municipal laws based on Plaintiff Verdi’s “whistleblower” status, including but not limited to New York Labor Law §740(2), New York Civil Service Law § 75-b and the New York City Whistleblower Law, in addition to HIPAA, FERPA and 42 U.S.C. §1983.
110. The attempts to discipline Plaintiff Verdi by Defendant, Mashel occurred specifically in retaliation for his “whistleblower” status in bringing to light the illegal and discriminatory involvement of politicians, those of Defendant, Assemblyman Dinowitz and his Chief of Staff, Randy Martos, in the school registration process of P.S. 24 on the dates of 3/25/16, 3/28/16, 3/29/16, 3/30/16, 3/31/16 and 4/1/16, with the overt approval of Defendant, Superintendent Mashel, and with tacit

approval and utter silence of Defendant, Schools Chancellor Fariña, in her individual and official capacities, in addition to other DOE administrators and personnel. These retaliatory actions violate various state and municipal laws based on Plaintiff Verdi's "whistleblower" status, including but not limited to New York Labor Law §740(2), New York Civil Service Law § 75-b and the New York City Whistleblower Law, in addition to HIPAA, FERPA and 42 U.S.C. §1983.

111. Based on the foregoing, Plaintiff Verdi demands judgment against the defendants in a sum of Two Million Dollars (\$2,000,000.00) on the Fourth Cause of Action.

AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF THE PLAINTIFF FOR DEPRIVATION OF FEDERAL CIVIL RIGHTS UNDER 42 U.S.C. §1983

112. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs numbered "1" through "111" with the same force and effect as if fully set forth herein.
113. All of the aforementioned acts of the Defendants, their agents, servants and employees were carried out under the color of law.
114. All of the aforementioned acts on the part of the Defendants, and specifically, the violations of federal law, deprived the Plaintiff Verdi of his due process rights and the rights, privileges and immunities guaranteed to citizens of the United States by the First, Fourth, Fifth, Eighth and Fourteenth Amendments to the Constitution of the United States of America, and federal law, pursuant to 42 U.S.C. §1983.
115. The acts complained of were carried out by the aforementioned Defendants, The City of New York, the DOE, Schools Chancellor Carmen Fariña and Superintendent Mashel, in their official and individual capacities, in addition to their agents, servants and/or employees, with all of the actual and/or apparent authority

attendant thereto and under color of law.

116. The Defendants, The City of New York, the DOE, Schools Chancellor Carmen Fariña and Superintendent Mashel, in their official and individual capacities, in addition to their agents, servants and/or employees, in their relative capacities as employees of the DOE, pursuant to the customs, usages, practices, procedures, and rules of the DOE, and under the supervision of the DOE, collectively and individually, while acting under color of state law, engaged in conduct which constituted a custom, usage, practice, procedure or rule which is forbidden by the Constitution of the United States and federal law.
117. The Defendant, Assemblyman Dinowitz and his Chief of Staff, Randi Martos, in their official and individual capacities, in addition to their agents, servants and/or employees, while acting under color of state law, engaged in conduct which constituted a custom, usage, practice, procedure or rule which is forbidden by the Constitution of the United States, federal law and New York State law.
118. All of the aforementioned acts of defendants, their agents, servants and employees were carried out under the color of law.
119. The acts complained of were carried out by the aforementioned individual Defendant, Carmen Fariña, in her capacity as School's Chancellor within the DOE, a municipal corporation duly organized and existing under and by virtue of the laws of the City and State of New York.
120. The acts complained of were carried out by the aforementioned individual Defendant, Superintendent Mashel, in her capacity as a School Superintendent of Community School District 10 within the DOE, a municipal entity or corporation

duly organized and existing under and by virtue of the laws of the State of New York.

121. The acts complained of were carried out by the aforementioned individual Defendant, Assemblyman Dinowitz and his Chief of Staff, Randy Martos, in their capacities as employees of New York State and the New York State Assembly, an entity duly organized and existing under and by virtue of the laws of the City and State of New York.
122. The acts complained of were carried out by the aforementioned individual Defendant, Superintendent Mashel, in her capacity as School Chancellor within the DOE, a municipal corporation and/or entity with all of the actual and/or apparent authority attendant thereto.
123. The acts complained of were carried out by the aforementioned individual Defendant, CARMEN FARIÑA, in her capacity as Schools Chancellor within the DOE, a municipal corporation and/or entity with all of the actual and/or apparent authority attendant thereto.
124. The acts complained of were carried out by the aforementioned individual Defendants, Assemblyman Dinowitz and Randy Martos, in their capacities as employees of the New York State Assembly, with all of the actual and/or apparent authority attendant thereto.
125. Because the DOE policy requires only two forms of identification for parents enrolling their children in public school, the additional requirement created by a political operative, Randi Martos, as Chief of Staff to Assembly Member Dinowitz, with the overt approval of Defendant, SUPERINTENDENT MASHEL, was part of

a discriminatory scheme and process in violation of federal law and the rights of students under the First, Fourth, Fifth and Fourteenth Amendments to the United States Constitution and federal law under the color of law pursuant to 42 U.S.C. §1983.

126. Based on the foregoing, Plaintiff Verdi demands judgment against the Defendants in a sum of Two Million Dollars (\$2,000,000.00) on the Fifth Cause of Action.

**AS AND FOR A SIXTH CAUSE OF ACTION FOR NEGLIGENT HIRING
AND RETENTION ON BEHALF OF THE PLAINTIFF**

127. That at all times hereinafter mentioned, Plaintiff Verdi repeats, reiterates, and re-alleges each and every allegation set forth above numbered “1” through “126” as if more fully set forth at length herein.
128. That each the Defendants and individually-named Defendants employed by the DOE, in their individual and official capacities, failed to exercise reasonable care and diligence in the selection, screening, retention, engagement, employment, supervision and training of its agents, servants and employees, including but not limited to the Defendants, Chancellor CARMEN FARIÑA and SUPERINTENDENT MASHEL, in their official and individual capacities, in addition to their agents, servants and/or employees.
129. That the Defendant, Assemblyman Dinowitz and his Chief of Staff, Randy Martos, in their individual and official capacities, failed to exercise reasonable care and diligence in the selection, screening, retention, engagement, employment, supervision and training of its agents, servants and employees.
130. That by reason of the foregoing, the Plaintiff, Verdi, was damaged in a sum of Two Million Dollars (\$2,000,000.00) on the Sixth Cause of Action.

**AS AND FOR A SEVENTH CAUSE OF ACTION FOR PUNITIVE DAMAGES
ON BEHALF OF THE PLAINTIFF**

131. That at all times hereinafter mentioned, the Plaintiff Verdi repeats, reiterates, and re-alleges each and every allegation set forth above numbered “1” through “130” as if more fully set forth at length herein.
132. That each of the Defendants, including but not limited to Chancellor CARMEN Fariña and Superintendent Mashel, individually and in their official capacities authorized, permitted and ratified the unlawful, malicious, careless and negligent acts of its agents, servants and/or employees and the actions of other Defendants as more fully set forth herein.
133. That the Defendant, Assemblyman Dinowitz, and his Chief of Staff, Randy Martos, individually and in their official capacities authorized, permitted and ratified the unlawful, malicious, careless and negligent acts of its agents, servants and/or employees and the actions of other Defendants as more fully set forth herein.
134. That by reason of the foregoing, the Plaintiff, Verdi, was damaged in a sum of Two Million Dollars (\$2,000,000.00) on the Seventh Cause of Action.

**AS AND FOR AN EIGHTH CAUSE OF ACTION ON BEHALF OF THE PLAINTIFF,
MANUELE VERDI AGAINST ASSEMBLYMAN DINOWITZ FOR DEFAMATION**

135. Plaintiff repeats and re-alleges the allegations in paragraphs “1” through “134” above as if fully set forth herein.
136. That in several articles printed and published by the Riverdale Review, dated May 5-May 18, Volume # XXIII, the Defendant, Dinowitz, did make false, fictitious, libelous, reckless and defamatory allegations purposely and knowingly intended to defame the Plaintiff, Manuele Verdi, which include the following:
- (i) That the Plaintiff, Manuele Verdi, was completely responsible for both the

loss of the lease for its classroom annex at the Whitehall co-op building on the Henry Hudson Parkway as well as the overcrowding issue at P.S. 24. In the May 5-11, 2016 publication of the *Riverdale Review*, Assemblyman Dinowitz stated: "I specifically told him (Mr. Verdi) to pay attention to this, advice he chose to ignore. In my view, he (Mr. Verdi) and Ms. Connelly are **totally** responsible for both the loss of space and the over-enrollment issue." This utterance was knowingly false and fictitious, in that Plaintiff Verdi had nothing to do with any "over-enrollment" issues, and was completely carrying out DOE policies in the enrollment of students.

- (ii) In the May 12-18, 2016 publication of the *Riverdale Review*, Defendant, Assemblyman Dinowitz stated: "Injecting race into the argument is nothing more than a desperate attempt to reopen the hiring process for Principal to either save his (Mr. Verdi) current job or somehow be considered as a candidate for Principal." This utterance was knowingly false and fictitious, in that Plaintiff Verdi fairly brought forth his allegations as to Defendant Dinowitz after said Defendant had injected race into the school registration process.

137. In an article printed and published by *The Riverdale Press*, dated May 9, 2016 the Defendant JEFEREY DINOWITZ did make libelous, reckless and defamatory allegations regarding the Plaintiff, which include the following:

- (i) That the Plaintiff, MANUELE VERDI, was primarily responsible for the overcrowding crisis at P.S. 24. Defendant Dinowitz is quoted in the May 9, 2016 Riverdale Press article as stating: "In a desperate attempt to create a

smokescreen to divert attention from the fact that he's the main reason for severe overcrowding crisis at P.S. 24, Manny Verdi has brought a lawsuit containing one lie after another." This utterance was knowingly false and fictitious, in that Plaintiff Verdi had absolutely nothing to do with any "severe overcrowding crisis," there is no "severe overcrowding crisis" at P.S. 24, not one of Plaintiff Verdi's allegations constitutes a "lie" (contrary to Defendant, Dinowitz's assertions)

(ii) Additionally, in the same publication of *The Riverdale Press*, Mr. Dinowitz is quoted as saying, "He (Mr. Verdi) alone is responsible for that school not having a principal and this overcrowding crisis would not have happened but for Manny Verdi." This utterance was knowingly false and fictitious, in that, once again, Plaintiff Verdi has nothing to do with any hypothetical "overcrowding crisis." It is further knowingly untrue that Plaintiff Verdi has anything to do with P.S. 24 not having a Principal.

(iii) In a phone interview with *The Riverdale Press* on or about March 29, 2016, Mr. Dinowitz admitted that although it is not within the principle's duties to handle leases, Plaintiff Verdi along with former Principal Connelly is nevertheless primarily responsible for the loss of the lease. He is quoted as saying: "They kept parents in the dark, they sat on their hands and they let disaster happen," referring to both Ms. Connelly and Mr. Verdi. Each and every part of this utterance was knowingly false and fictitious.

138. In a WPIX TV news segment that appeared on May 15, 2016, Defendant Dinowitz stated: "Mr. Verdi and Ms. Connolly made it their policy to enroll virtually any

student into the school regardless of where they live and regardless of whether or not seats were available.” The aforementioned utterance by Defendant, Assemblyman Dinowitz, was knowingly false and fictitious in that, in following DOE policies, Plaintiff Verdi clearly did not enroll virtually any student in the school regardless of where they live and regardless of what seats were available. The evidence will easily show that, in fact, many students were denied admission, and that, in fact, P.S. 24 presently has a waiting list containing over 500 schoolchildren.

139. Each and all of the aforementioned allegations within this Eighth Cause of Action by Defendant, Dinowitz were knowingly false and fictitious, purposely intended to defame, malign and impugn the character and reputation of the Plaintiff, Verdi, and furthermore, each of said allegations were made with a reckless disregard for the truth.

140. That by reason of the foregoing, the Plaintiff, Verdi, was damaged in the amount of Two Million Dollars (\$5,000,000.00) on the Eighth Cause of Action. and seeks damages in said amount against Defendant, Assemblyman Dinowitz, for the foregoing defamatory utterances.

AS AND FOR A NINTH CAUSE OF ACTION FOR ATTORNEYS' FEES

141. Plaintiff repeats and re-alleges the allegations in paragraphs “1” through “140” above as if fully set forth herein.

142. Plaintiff states a claim for reasonable attorney fees pursuant to 42 U.S.C. §1988.

143. That by reason of the foregoing, the Plaintiff, Verdi, was damaged in an amount for past and anticipated attorney's fees in the amount of Two Hundred Thousand Dollars (\$200,000.00) in the Ninth Cause of Action.

WHEREFORE, the Plaintiff, MANUELE VERDI, demands judgment on the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action, in the total amount of Nineteen Million and Two Hundred Thousand Dollars (\$19,200,000.00) inclusive of attorney's fees, costs, and disbursements of this action.

DATED: New York, New York
June 24, 2016

Yours, etc.,



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Docket #: 16-CV-03782

(PGG)(DCF)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MANUELE VERDI, individually and in his official capacity as the
Assistant Principal of Public School 24 ("P.S. 24"), a public school
under the auspices of the NEW YORK CITY DEPARTMENT OF
EDUCATION,

Plaintiff,

-against-

THE CITY OF NEW YORK, THE NEW YORK CITY
DEPARTMENT OF EDUCATION, CARMEN FARIÑA, both
individually and in her official capacity as the Schools Chancellor
within THE NEW YORK CITY DEPARTMENT OF EDUCATION,
MELODIE MASHEL, both individually and within her official
capacity as the Superintendent of School District 10, within the
NEW YORK CITY DEPARTMENT OF EDUCATION and
ASSEMBLYMAN JEFFREY DINOWITZ,

Defendants.

-----X
AMENDED COMPLAINT
-----X

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