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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MARCIA LYLES,

Plaintiff,

vs.

JERSEY CITY BOARD OF EDUCATION,
SUDHAN THOMAS, both individually and as
a member of the Jersey City Board of
Education; MARILYN ROMAN, both
individually and as a member of the Jersey City
Board of Education; JERSEY CITY
EDUCATION ASSOCIATION; and
RONALD F. GRECO, both individually and as
an officer of the Jersey City Education
Association,

Defendants.

Civil Action No. 2:19-cv-02237-CCC-MF

**FIRST AMENDED COMPLAINT AND
JURY DEMAND**

Marcia Lyles, having her address at [REDACTED], Jersey City, New Jersey, says:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the violations alleged in this Complaint pursuant to the provisions of 42 U.S.C. § 1983, 1985 and 1988 and 28 U.S.C. §§ 1331 and 1343. Pursuant to 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction over Plaintiff's state law claims.

2. Venue is proper in the United States District Court for the District of New Jersey pursuant to 28 U.S.C.A. § 1391(a) in that the events giving rise to the claims set forth in the Complaint occurred in the District of New Jersey.

PARTIES

3. Plaintiff Marcia Lyles (“Lyles”) is the Superintendent of the Jersey City Public Schools. She resides in Jersey City, New Jersey.

4. Defendant Jersey City Board of Education (“the JCBOE”) is a body politic and corporate, organized and existing by virtue of the laws of the State of New Jersey, N.J.S.A. 18A:11-1, which is entrusted with maintaining and conducting the public schools of Jersey City.

5. Defendant Sudhan Thomas (“Thomas”) is a member of the JCBOE, has served as a member since January of 2017, is currently the President of the JCBOE, and has served as President since January of 2018. Thomas is sued in both his official capacity and in his individual capacity.

6. Defendant Marilyn Roman (“Roman”) is a member of the JCBOE and has served as a member since April of 2012. Roman is sued in both her official capacity and in her individual capacity.

7. Defendant Jersey City Education Association (“JCEA”) is a labor organization which represents the teaching staff and other employees of the JCBOE.

8. Defendant Ronald F. Greco (“Greco”) is the President of the JCEA. Greco has served as JCEA President since 2012. Greco is sued in both his official capacity and in his individual capacity.

BACKGROUND

9. The JCBOE consists of nine (9) members, all of whom are elected.

10. In 1989, the State of New Jersey Department of Education took over the operation of the Jersey City School System.

11. In 2012, while the JCBOE was still under the control of the State of New Jersey Department of Education, Lyles was hired as its Superintendent by a 6-2 vote of the Board of Education. Her contract was from July 1, 2012 through June 30, 2016.

12. In 2016, by operation of law, and over the objection of Greco, the JCEA, and one or more board members, Lyle's contract was extended for another four-year term.

13. In fact, Greco sued to prevent the extension of the contract, but his Petition was dismissed by the Commissioner of Education, and that dismissal was affirmed by the Appellate Division of the New Jersey Superior Court on June 25, 2018.

14. Lyles' current contract will expire on June 30, 2020.

15. In 2016 the State returned the personnel and operations elements to the JCBOE, and in 2018 the State returned full local control to the JCBOE.

16. Unburdened by State supervision and aware that the Lyles' contract had been extended for four more years, during 2018 and extending into 2019 the individual defendants and the JCEA have engaged in a pattern of harassment and misconduct towards Lyles, including, on January 2, 2019, the introduction and passage as a walk-on, unadvertised action, of an unlawful Board Resolution of non-renewal of her contract. This took place as at the annual organization meeting, which was a special meeting with a set agenda.

17. The harassment and misconduct, by way of example only and not by way of limitation, include:

- a. Motivated by their personal and political agendas, Board President Thomas, JCEA President Greco, and the JCEA, influenced the JCBOE to routinely refuse to give Lyles the tools needed to run the District, in an attempt to cause her to fail as Superintendent.
- b. The JCBOE, at the urging of Board President Thomas, and with the encouragement and support of Greco and the JCEA, arbitrarily, capriciously, and in bad faith rejected needed personnel appointments recommended by Lyles, who, in making those recommendations, was fulfilling her statutory obligation pursuant to, inter alia, N.J.S.A. 18A:27-4.1.
- c. The JCBOE, at the urging of Board President Thomas, and with the encouragement and support of Greco and the JCEA, in or about June of 2018, rejected Lyles' recommendation to renew her top level staff, including the General Counsel, and instead arbitrarily, capriciously, and in bad faith voted down the reappointments, again leaving Lyles without the tools needed to run the District properly.
- d. The JCBOE, along with Thomas and Greco and the JCEA, have violated Lyles' right to privacy, sharing personnel comments with JCEA officials and others in an intentional, malicious, and plainly unlawful fashion.
- e. Since becoming Board President, Thomas, together with Greco and the JCEA, have repeatedly defamed and attempted to diminish Lyles in the eyes of the

JCBOE, the professional and non-professional staff of the JCBOE, the New Jersey Department of Education, and the public.

- f. Since becoming Board President in January of 2018, Thomas has grossly exceeded his lawful role as a board member, has continuously harassed the Superintendent, has interacted directly with staff, bypassing the Superintendent, and purporting to instruct them and sometimes to threaten them, has sent directly to or copied the Superintendent on over one thousand (1,000) emails, and has micro managed the District in a fashion clearly violative of applicable legal and ethical requirements.
- g. As a result of the JCBOE's June 2018 action, as set forth in Paragraph 18(c), the District was left without an in house general counsel, which was an important and valuable tool for Lyles in performing the functions of Superintendent, thereby attempting intentionally to impede her ability to function.
- h. Despite the requirements of both her contract and State law, the JCBOE has failed and refused to evaluate Lyles' job performance since 2014.
- i. Despite the requirements of both her contract and State law, the JCBOE has failed and refused to refer criticisms or complaints to Lyles and, instead, has engaged in unethical micromanagement of the School District.
- j. Even though Lyles is a statutory, non-voting member of the JCBOE, Thomas refused to allow her to participate fully in or even to speak on critical issues.
- k. As aforesaid, on or about January 2, 2019, with the advance knowledge, approval, and active participation of Thomas, and at the urging of Greco and the JCEA, Roman introduced a Resolution of non-renewal of Lyles' contract, even

though (i) the contract still had eighteen (18) months until it ended; (ii) the meeting was a special organization meeting, with a specific, published agenda, which did not include the non-renewal motion, which was illegally added to the agenda when the motion was made; (iii) the statutory requirement of 120 days' advance notice of non-renewal should properly be considered by the next board of education, will include members elected in November of 2019 and seated in January of 2020; and (iv) the actual and primary intention of the Resolution was to embarrass and defame Lyles.

18. Following the January 2 non-renewal, with the active assistance and participation of Roman, Greco and the JCEA, Board President Thomas planned a "special" meeting of the Board of Education, which took place on January 24, 2019.

19. The January 24 meeting was not called for action, did not allow for any possible vote on any item, and had no business purpose whatsoever. Rather, it was a forum carefully orchestrated by Board President Thomas, Roman, Greco, and the JCEA to attempt to drive the last nail into the coffin of Lyles' superintendency, authority, and reputation.

20. At the outset of the meeting, which lasted approximately two and one-half hours, Board President Thomas stated disingenuously that it was a "listening" meeting "to help in the decision making process." This was disingenuous because the decision that most speakers addressed, by design, was the removal of Superintendent Lyles, which was a decision that had already been made at the prior meeting.

21. In fact, the January 24, 2019 special meeting was orchestrated by Board President Thomas, Roman, Greco, and the JCEA to create an environment in which it would be impossible for Lyles to stay until her contract expired, but instead to force her to leave immediately.

22. Although Board President Thomas began the meeting by announcing that the public was to “refrain from attacking board members personally,” he did not apply that rule to attacks on Lyles, who, as Superintendent, is a statutory, non-voting member of the board of education. Instead, he let ad-hominem and inaccurate personal attacks on Superintendent Lyles go unchecked.

23. Approximately twenty-five individuals spoke, and no fewer than twelve (12) of the speakers attacked Superintendent Lyles in the most offensive, personal, and mean-spirited ways imaginable, and Board President Thomas permitted all of it. Several of the speakers were officers of the JCEA, including JCEA President Greco himself.

24. In what was plainly a predetermined agenda, speakers falsely blamed Superintendent Lyles for a “\$70 million deficit,” branded her an “outsider,” told her to put an “out of business” sign on her office door, told her to “be on her merry way,” accused her of “misuse” of funds, told her to resign “effective immediately,” told her it was time for her to “pack up and go,” and, in the words of JCEA President Greco, who said that the Superintendent does “nothing,” told her to “pack your bag.”

25. Board President Thomas permitted all of this, without interruption. In fact, the only time that Thomas interrupted anyone was when fellow board member Shapiro, a supporter of the Superintendent, was speaking.

26. Additionally, during Shapiro’s remarks, which took place following public comment and during the board member comment portion of the meeting, in which he accurately characterized the meeting as having no purpose other than “an opportunity to bash the administration,” JCEA President Greco is clearly heard interrupting Mr. Shapiro to shout out: “JCEA members, you can go home.” The entire January 24, 2019 meeting may be viewed at

http://www.jcboe.org/boe2015/index.php?option=com_content&view=article&id=183&Itemid=11

04.

27. On the evening of January 31, 2019, the Board held another meeting. Again, Lyles was not properly noticed.

28. At that meeting, during a lengthy public participation, the Board again entertained a public flogging of Dr. Lyles, orchestrated by President Thomas, Greco, and the JCEA.

29. At the conclusion of that meeting, the Board passed a Resolution which stated, in substance, that Dr. Lyles was relieved of her duties and, to the best of Plaintiff's knowledge and belief, terminated.

30. When, on February 1, 2019, Dr. Lyles telephoned the Board Secretary/Business Administrator and requested the Resolution – which dealt with her own employment – she was told by the Board Secretary/Business Administrator that she should file a written request under the New Jersey Open Public Records Act.

31. On February 1, 2019, sua sponte, Melissa A. Pearce, the New Jersey Department of Education's interim Executive County Superintendent for Hudson County, sent a letter ("the February 1 Letter") via email and certified mail to Board President Thomas, copying the Commissioner of Education, his Chief of Staff, the Assistant Commissioner for Field Services, the Board Secretary/Business Administrator, and Dr. Lyles.

32. The February 1 Letter enumerated the ways in which Ms. Pearce had determined that the Board's action of January 31, 2019 violated the law, and concluded as follows: "For the reasons set forth above, I have determined that the board resolution terminating Dr. Lyles violates the above statutes and regulations and is, therefore, invalid and void."

33. On Saturday, February 2, 2019, counsel for Dr. Lyles sent an email to counsel for the JCBOE. It read, in part:

Because the DOE has voided Thursday evening's board action, Dr. Lyles remains the District's active superintendent. Pursuant to N.J.S.A. 18:17-20, she has the legal responsibility to "be the chief executive and administrative officer of the board" and to have "general supervision" over all aspects of the district, including the fiscal operation and the instructional programs. Accordingly, Dr. Lyles will be at work, in her office first thing Monday morning. In addition, since her legal responsibilities are with her seven days a week, we insist that the District today reinstate her access to her office, reinstate all of her access to her computer and to electronic information, and notify Administration, staff, the JCEA, and the public in writing in clear and unambiguous terms (with a copies to Dr. Lyles) that Dr. Lyles is still the Superintendent and that any contrary notice or information is null and void by order of E.C.S. Melissa Pearce. Finally, Assistant Superintendent Walker must be separately notified in writing, with a copy to Dr. Lyles, that his expanded role is also null and void. Please confirm that this will all be done, and then please confirm when it has been done

34. There was no response to that email throughout the day and evening on February 2, and, although she was the Superintendent of the School District, Dr. Lyles was denied access to the information and communications needed to allow her to do her job.

35. On the morning of Sunday, February 3, 2019, one of the JCBOE attorneys, Michael Gross, Esq., sent an email to Ms. Pearce, copying counsel and a number of individuals at the New Jersey Department of Education.

36. Among other things, Mr. Gross's email stated:

- a. That a response to Ms. Pearce's letter was sent to her by Board President Thomas Friday evening, although no copy of the letter was attached and no copy was ever, to this moment, sent to Dr. Lyles or her counsel; and
- b. That there did not appear to be any legal authority Ms. Pearce's actions; and
- c. Requesting that Ms. Pearce's action be rescinded; and

- d. Characterizing Dr. Lyles' intention to report to work in light of Ms. Pearce's actions as "threatening," even though it was nothing more than a recognition of her statutory duties; and
- e. Actually threatening a "scene" if Dr. Lyles came to work.

37. Counsel for Dr. Lyles responded, stating in part:

In his email, Mr. Gross refers to the Resolution which was passed on Thursday evening. Dr. Lyles has never seen the Resolution, and we, as her counsel, have never seen the Resolution. When Dr. Lyles called the Business Administrator on Friday to get a copy of the Resolution, she was told that she would have to file an OPRA request. Likewise, Mr. Gross refers to a letter from Mr. Thomas to your office, apparently with attachments. Neither Dr. Lyles nor our office has seen that communication either.

The Board cannot intentionally keep us in the dark and then expect to engage in a reasonable process. It is unfair and unlawful and further evidences the game playing by the Board and its President that surrounds this entire issue. Dr. Lyles has been unable to carry out her statutory responsibilities since Friday, despite your letter and despite our communication quoted above. That circumstance places both Dr. Lyles and the District at risk.

Mr. Gross's suggestion is no way to handle this and is manifestly unfair to Dr. Lyles. The threat that there would be a "scene" at the district administrative offices tomorrow, in plain defiance of your clear authority (whether or not a district is under state supervision) is outrageous. One can hardly understand what kind of "scene" he is describing, unless the District decides to literally bar the door. It is the obligation of the District to follow the law. Dr. Lyles intends to do just that by fulfilling her responsibilities. [emphasis in original]

38. The Department of Education replied further. At 3:17 p.m., Mr. Huber, Special Assistant to the Commissioner, wrote:

The Department is in receipt of your correspondence concerning the Jersey City Board of Education's Resolution relieving Dr. Marcia Lyles of her duties as Superintendent of Jersey City Public Schools. Based upon your representations and the representations of Board Counsel, the Board did not intend to terminate Dr. Lyles, but rather intended to place her on administrative leave for the duration of her contract. Due to the differing interpretations of the language of the Board's

resolution, the invalidation of the Board's resolution is stayed to provide the Board the opportunity to clarify any action against Dr. Lyles. The Department recommends the Board move a resolution clarifying the Board's intention to place Dr. Lyles on administrative leave with pay.

In addition, until the resolution is clarified, Dr. Lyles remains the Superintendent and retains all rights, access and obligations afforded a superintendent pursuant to N.J.S.A. 18A:17-20(b). However, due to the uncertainty of the resolution and her current status, it is Dr. Lyles' choice whether to report to work on Monday, February 4, 2019.

39. What followed that email defies both logic and belief, also defies all applicable law, and is reflective of the malicious intentions of the defendants.

40. At 6:20 p.m., just ten minutes before kick-off of the Super Bowl, counsel for Dr. Lyles was notified, after the fact, that the JCBOE had held an "emergency" board meeting at 5:30 p.m., less than two (2) hours after Mr. Huber's email.

41. Even though Dr. Lyles has "a seat on the board," as a statutory, non-voting member, N.J.S.A. 18A:17-20(a), she was given absolutely no notice of the meeting, in plain violation of N.J.S.A. 18A:17-7, which requires such notice. The meeting also failed to qualify as an emergency meeting, and the JCBOE did not take the procedural steps required by law for an emergency meeting.

42. Although the meeting was apparently called by the Board President on less than 30-minutes notice for a personnel item related to Dr. Lyles, she also did not receive a Rice Notice, required to be given to any public employee in such a situation. Moreover, according to Board Member Shapiro, he was given so little notice – less than thirty minutes – that although he left for the meeting immediately, still was unable to be there before it concluded.

43. Then, although it has supposedly taken action of February 3, on February 4, 2019, the Board held another meeting, also without a Rice Notice to Dr. Lyles, and again passed a resolution suspending her.

44. Then, on February 11, 2019, also without a Rice Notice to Dr. Lyles, the Board again passed a resolution suspending her, now having taken the same action on four different occasions – January 31, February 3, February 4 and February 11.

45. The repeated passage of the same resolution, all without the legally required advance notice to Dr. Lyles, further illustrates the malicious nature of the Defendants' true intentions.

46. During the past twenty-four months, as indicated, without limitation, by the preceding Paragraphs 16 – 45, Greco and the JCEA have intentionally, maliciously, and tortuously interfered with Lyles' current and prospective economic and contractual rights with the JCBOE.

47. During the past twenty-four months, as indicated, without limitation, by the preceding Paragraphs 16 – 45, Board President Thomas, board member Roman, and the JCBOE have created an unlawfully hostile work environment for Lyles.

COUNT I
(42 U.S.C. § 1983)

48. Lyles repeats the allegations of Paragraphs 1 – 47 as if set forth herein at length.

49. By their actions, as aforesaid, and acting with deliberate and/or conscious indifference to the Lyles' constitutional rights, the defendants violate Lyles' rights including but not limited to her right to Due Process under the Fifth and Fourteenth Amendments to the United States Constitution, as well as her free speech and associational rights under the First Amendment to the United States Constitution, which violations were given imprimatur by an official decision or decisions made under color of law by one or more individuals vested with authority, actual and/or implied, to make such decisions for a public body of the State of New Jersey.

50. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior, and the JCEA, in addition to its direct liability, is also vicariously responsible for the actions of Greco, its agent, officer, or employee, by way of the doctrine of respondeat superior.

51. As a result, Lyles has suffered and will continue to suffer serious damages, both dignitary, financial and emotional damages, as well as damage to her good name and to her personal and professional reputation.

WHEREFORE, Marcia Lyles demands damages on this COUNT I, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT II
(42 U.S.C. § 1985)

52. Lyles repeats the allegations of Paragraphs 1 – 51 as if set forth herein at length.

53. By their actions, as aforesaid, the defendants have conspired together to violate Lyles' civil rights and constitutional rights, including but not limited to her right to Due Process under the Fifth and Fourteenth Amendments to the United States Constitution, as well as her free speech and associational rights under the First Amendment to the United States Constitution.

54. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior, and the JCEA, in addition to its direct liability, is also vicariously responsible for the actions of Greco, its agent, officer or employee, by way of the doctrine of respondeat superior.

55. As a result, Lyles has suffered and will continue to suffer serious damages, both dignitary, financial and emotional damages, as well as damage to her good name and to her personal and professional reputation.

WHEREFORE, Marcia Lyles demands damages on this COUNT II, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT III
(Hostile Work Environment)

56. Lyles repeats the allegations of Paragraphs 1 – 55 as if set forth herein at length.

57. By their actions, the defendants, jointly and severally, have created, contributed to and maintained a work environment hostile to Lyles, designed to impugn her personally and professionally and to cause her great emotional harm.

58. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior.

WHEREFORE, Marcia Lyles demands damages on this COUNT III, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT IV
(Tortious Interference)

59. Lyles repeats the allegations of Paragraphs 1 – 58 as if set forth herein at length.

60. By their actions, Greco and the JCEA have intentionally, maliciously, and tortuously interfered with Lyles' actual and prospective contracts and economic advantages.

61. In addition to its direct liability, the JCEA is also vicariously responsible for the actions of Greco, its agent, officer, or employee, by way of the doctrine of respondeat superior.

WHEREFORE, Marcia Lyles demands damages on this COUNT IV, against all defendants Greco and JCEA, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988

(d) Such other relief as the Court and/or triers of fact may deem just.

Weiner Law Group, LLP
Attorneys for Plaintiff
Marcia Lyles

By: s/Stephen Edelstein
STEPHEN EDELSTEIN

Dated: February 19, 2019

JURY DEMAND

Plaintiff demands a trial by jury.

Weiner Law Group, LLP
Attorneys for Plaintiff
Marcia Lyles

By: s/Stephen Edelstein
STEPHEN EDELSTEIN

Dated: February 19, 2019

Stephen J. Edelstein, Esq. - Attorney I.D. 285031972

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- e. Since becoming Board President, Thomas, together with Greco and the JCEA, have repeatedly defamed and attempted to diminish Lyles in the eyes of the JCBOE, the professional and non-professional staff of the JCBOE, the New Jersey Department of Education, and the public.

- f. Since becoming Board President in January of 2018, Thomas has grossly exceeded his lawful role as a board member, has continuously harassed the Superintendent, has interacted directly with staff, bypassing the Superintendent, and purporting to instruct them and sometimes to threaten them, has sent directly to or copied the Superintendent on over one thousand (1,000) emails, and has micro managed the District in a fashion clearly violative of applicable legal and ethical requirements.
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18. Following the January 2 non-renewal, Board President Thomas planned, with the active assistance and participation of Roman, Greco and the JCEA, a "special" meeting of the Board of Education, which took place on January 24, 2019.

19. The January 24 meeting was not called for action and had no business purpose whatsoever. Rather, it was a forum carefully orchestrated by Board President Thomas, Roman, Greco, and the JCEA to attempt to drive the last nail into the coffin of Lyles' superintendency, authority, and reputation.

20. At the outset of the meeting, which lasted approximately two and one-half hours, Board President Thomas stated disingenuously that it was a "listening" meeting "to help in the decision making process." This was disingenuous because the decision that most speakers addressed, by design, was the removal of Superintendent Lyles, which was a decision that had already been made at the prior meeting.

21. In fact, the January 24, 2019 special meeting was orchestrated by Board President Thomas, Roman, Greco, and the JCEA to create an environment in which it would be impossible for Lyles to stay until her contract expired, but instead to force her to leave immediately.

22. Although Board President Thomas began the meeting by announcing that the public was to "refrain from attacking board members personally," he did not apply that rule to attacks on

Lyles, who, as Superintendent, is a statutory, non-voting member of the board of education. Instead, he let personal attacks on Superintendent Lyles go unchecked.

23. Approximately twenty-five individuals spoke, and the vast majority of the public comment was scripted in either word or substance, or both.

24. No fewer than twelve (12) of the speakers attacked Superintendent Lyles in the most offensive, personal, and mean-spirited ways imaginable, and Board President Thomas permitted all of it. Several of the speakers were officers of the JCEA, including JCEA President Greco himself.

25. In what was plainly a predetermined agenda, speakers falsely blamed Superintendent Lyles for a "\$70 million deficit," branded her an "outsider," told her to put an "out of business" sign on her office door, told her to "be on her merry way," accused her of "misuse" of funds, told her to resign "effective immediately," told her it was time for her to "pack up and go," and, in the words of JCEA President Greco, who said that the Superintendent does "nothing," told her to "pack your bag."

26. Board President Thomas permitted all of this, without interruption. In fact, the only time that Thomas interrupted anyone was when fellow board member Shapiro, a supporter of the Superintendent, was speaking.

27. Additionally, during Shapiro's remarks, in which he accurately characterized the meeting as having no purpose other than "an opportunity to bash the administration," JCEA President Greco is clearly heard interrupting Mr. Shapiro to shout out: "JCEA members, you can go home." The entire January 24, 2019 meeting may be viewed at http://www.jcboe.org/boe2015/index.php?option=com_content&view=article&id=183&Itemid=1104.

28. During the past twenty-four months, as indicated, without limitation, by the preceding Paragraphs 16 -- 27, Greco and the JCEA have intentionally, maliciously, and tortuously interfered with Lyles' current and prospective economic and contractual rights with the JCBOE.

29. During the past twenty-four months, as indicated, without limitation, by the preceding Paragraphs 16 -- 27, Board President Thomas, board member Roman, and the JCBOE have created an unlawfully hostile work environment for Lyles.

COUNT I
(42 U.S.C. § 1983)

30. Lyles repeats the allegations of Paragraphs 1 – 29 as if set forth herein at length.

31. By their actions, as aforesaid, and acting with deliberate and/or conscious indifference to the Lyles' constitutional rights, the defendants violate Lyles' rights including but not limited to her right to Due Process under the Fifth and Fourteenth Amendments to the United States Constitution, as well as her free speech and associational rights under the First Amendment to the United States Constitution, which violations were given imprimatur by an official decision or decisions made under color of law by one or more individuals vested with authority, actual and/or implied, to make such decisions for a public body of the State of New Jersey.

32. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior, and the JCEA, in addition to its direct liability, is also vicariously responsible for the actions of Greco, its agent, officer or employee, by way of the doctrine of respondeat superior.

33. As a result, Lyles has suffered and will continue to suffer serious damages, both dignitary, financial and emotional damages, as well as damage to her good name and to her personal and professional reputation.

WHEREFORE, Marcia Lyles demands damages on this COUNT I, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT II
(42 U.S.C. § 1985)

34. Lyles repeats the allegations of Paragraphs 1 – 33 as if set forth herein at length.

35. By their actions, as aforesaid, the defendants have conspired together to violate Lyles' civil rights and constitutional rights, including but not limited to her right to Due Process under the Fifth and Fourteenth Amendments to the United States Constitution, as well as her free speech and associational rights under the First Amendment to the United States Constitution.

36. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior, and the JCEA, in addition to its direct liability, is also vicariously responsible for the actions of Greco, its agent, officer or employee, by way of the doctrine of respondeat superior.

37. As a result, Lyles has suffered and will continue to suffer serious damages, both dignitary, financial and emotional damages, as well as damage to her good name and to her personal and professional reputation.

WHEREFORE, Marcia Lyles demands damages on this COUNT II, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

COUNT III
(Hostile Work Environment)

38. Lyles repeats the allegations of Paragraphs 1 – 37 as if set forth herein at length.

39. By their actions, the defendants, jointly and severally, have created, contributed to and maintained a work environment hostile to Lyles, designed to impugn her personally and professionally and to cause her great emotional harm.

40. In addition to its direct liability, the JCBOE is also vicariously responsible for the actions of Thomas and Roman, its agents, officers, or employees, by way of the doctrine of respondeat superior.

WHEREFORE, Marcia Lyles demands damages on this COUNT III, against all defendants, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988

(d) Such other relief as the Court and/or triers of fact may deem just.

COUNT IV
(Tortious Interference)

41. Lyles repeats the allegations of Paragraphs 1 – 40 as if set forth herein at length.

42. By their actions, Greco and the JCEA have intentionally, maliciously, and tortuously interfered with Lyles' actual and prospective contracts and economic advantages.

43. In addition to its direct liability, the JCEA is also vicariously responsible for the actions of Greco, its agent, officer, or employee, by way of the doctrine of respondeat superior.

WHEREFORE, Marcia Lyles demands damages on this COUNT IV, against all defendants Greco and JCEA, jointly and severally, for:

- (a) Compensatory Damages
- (b) Punitive Damages
- (c) Attorneys' fees and costs of suit, including but not limited to all recovery permitted by 42 U.S.C. § 1988
- (d) Such other relief as the Court and/or triers of fact may deem just.

Weiner Law Group, LLP
Attorneys for Plaintiff
Marcia Lyles

By: s/Stephen Edelstein
STEPHEN EDELSTEIN

Dated: January 30, 2019

JURY DEMAND

Plaintiff demands a trial by jury.

Weiner Law Group, LLP
Attorneys for Plaintiff
Marcia Lyles

By: s/Stephen Edelstein
STEPHEN EDELSTEIN

Dated: January 30, 2019

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Marcia Lyles (b) County of Residence of First Listed Plaintiff <u>Hudson</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i> (c) Attorneys (Firm Name, Address, and Telephone Number) Stephen J. Edelstein, Esq., Weiner Law Group LLP, 629 Parsippany Road, Parsippany, NJ 07054, 973-403-1100	DEFENDANTS Jersey City Board of Education, Sudhan Thomas, Marilyn Roman, Jersey City Education Association, Ronald F. Greco County of Residence of First Listed Defendant <u>Hudson</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i> NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)
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II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i> <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i> <input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>	III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:47%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Click here for: Nature of Suit Code Descriptions.					
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Tort Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
 US Civil Statute: 28 USC 1983, 1985, 1988

Brief description of cause:
 Violation of civil rights of employee

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE: 1/30/2019 SIGNATURE OF ATTORNEY OF RECORD: /s/ Stephen J. Edelstein

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____