

**NOTICE OF INTENTION TO MAKE A CLAIM**

**In the Matter of the Claim of MANUELE VERDI,**

**– against –**

THE CITY OF NEW YORK, THE NEW YORK CITY DEPARTMENT OF EDUCATION, CARMEN 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, and MELODIE MASHEL, both individually and within her official capacity as the Superintendent of School District 10, under the auspices of the NEW YORK CITY DEPARTMENT OF EDUCATION.

TO: THE COMPTROLLER OF THE CITY OF NEW YORK

*PLEASE TAKE NOTICE that the undersigned claimant hereby makes claim and demand against THE CITY OF NEW YORK, THE NEW YORK CITY DEPARTMENT OF EDUCATION, CARMEN FARIÑA and MELODIE MASHEL.*

**1. The name and post office address of each claimant and claimant's attorney is:**

<b>Claimant:</b>  MANUELE VERDI 61 Saint Marks Place (Apt.1A) New York, NY 10003-7938	<b>Claimant's attorney:</b>  <b>CONDE &amp; GLASER, LLP.</b> 291 Broadway (17 <sup>th</sup> floor) New York, New York 10007 Phone: (212) 385-9300
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- 2. The nature of the claim:** The claim is for monetary damages on behalf of MANUELE VERDI for: (1) tortious interference with the Claimant's contract, (2) violation of the rights of children under the care of the Claimant, including but not limited to the Family Education Rights & Privacy Act (FERPA) the Health Insurance Portability and Accountability Act (HIPAA), the Civil Rights Act of 1871, 42 U.S.C. §1983 and the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11431; (3) violations of the Claimant's rights as a "whistleblower" under the New York Labor Law §740(2), New York Civil Service Law § 75-b and the New York City Whistleblower Law,

### **THE PARTIES**

3. At all times hereinafter mentioned, the Claimant, MANUELE VERDI (hereinafter, “Claimant, Verdi” or “Mr. Verdi”), was and is a resident of the County of New York, City and State of New York.
4. At all times hereinafter mentioned, the Claimant, Verdi, is and was the Assistant Principal of P.S. 24 located at 660 West 236<sup>th</sup> Street, 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.
5. The causes of action herein alleged arose in the State of New York, County of Bronx.
6. That at all times hereinafter mentioned, the Respondent, 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.
7. That at all times hereinafter mentioned, the Respondent, 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”).
8. That at all times hereinafter mentioned, the Respondent, THE CITY OF NEW YORK maintained the Respondent, 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.

9. That at all times hereinafter mentioned, the Respondent, the DOE, is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.
10. That at all times hereinafter mentioned, Respondent, 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.
11. That at all times hereinafter mentioned, Respondent, Carmen 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.
12. That at all times hereinafter mentioned, Respondent, MELODIE MASHEL (hereinafter, “Respondent, 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.
13. That at the time of each of the events alleged herein, Respondent, the DOE, by its employees, agents and/or servants, including but not limited to Superintendent Mashel, had direct knowledge of the facts alleged herein.
14. That at the time of each of the events alleged herein, Respondent, Carmen Fariña, as Schools 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.
15. That at the time of each of the events alleged herein, the Respondent, 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.

16. That at all times hereinafter mentioned, each and all of the facts related to the above-referenced Respondents employed by the DOE, as alleged herein, were performed by said Respondents while acting within the scope of their employment with the Respondents, the DOE and the City of New York.
17. That at all times hereinafter mentioned, each and all of the facts of the above-referenced Respondents employed by the DOE, as alleged herein, including but not limited to Superintendent MELODIE MASHEL and Chancellor CARMEN FARIÑA, were performed by said Respondents while acting within the scope of their employment with the Respondents, the DOE and the City of New York.

### **FACTS**

18. The Claimant hereby repeats, realleges and reaffirms each and every allegation of the foregoing paragraphs of the complaint, numbered “1” through “17” with the same force and effect as though fully set forth at length herein.
19. That on October 21, 2015, Claimant Verdi was present at a Parent’s Association meeting after the lease was lost to the P.S. 24 school “annex” through no fault of school administration – who do not negotiate leases.
20. During this meeting of October 21, 2015, Assemblyman Jeffrey Dinowitz specifically blamed the Principal and school administrators for the loss of the lease to 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.

21. During this meeting of October 21, 2015, Claimant Verdi addressed the assertion by 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 it had been known to him, Assemblyman Dinowitz should have made an appointment to come to the school to discuss the matter. Assemblyman Dinowitz arrogantly responded that he did not need to make appointments to see school personnel, while the Claimant, Verdi, stated that the Assemblyman had no issue coming to the school when photo opportunities presented themselves.
22. It is submitted that under the present Department of Education policies, neither the School Principal, Assistant School Principal, or any other school employees have any authority whatsoever to negotiate leases at the specific school where they are assigned, and that any allegation that they can do anything toward the renewal of a lease is absolutely false and politically motivated. 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.
23. On October 22, 2015, Principal Connelly received an angry phone call from Respondent, Superintendent Melodie Mashel, in which she directed Principal Connelly to “write up” Mr. Verdi for “usurping the Principal’s authority.” When Principal Connelly refused, Superintendent Mashel angrily responded with a threatening message aimed to intimidate both Principal Connelly and Claimant Verdi (who was present during the phone call).
24. Shortly after this phone conversation, School Principal Connelly chose to retire to avoid future confrontations with local officials and school administration.
25. On November 30, 2015, a meeting was held at P.S. 24 in which Assemblyman Dinowitz,

Superintendent MASHEL, two other local elected officials, and Marvin Shelton, of the District Community Education Counsel were present. Claimant, Verdi was not present nor was he invited. The issue of school space was discussed, as was the issue of how to have the Claimant Verdi removed from the school.

26. Later in the day of November 30, 2015, Mr. Verdi later was made aware of the 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 Claimant Verdi from the school based on the insistence of certain local elected officials, including Assemblyman Dinowitz himself.
27. 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 Claimant 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.
28. It is submitted to the court that the efforts to conspire to have Claimant Verdi removed from his position as Assistant Principal is in material breach and constitutes tortious interference of his contract with the DOE – an issue to be discussed in further detail herein.
29. 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 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 position is bolstered by the following two events:

- On January 7, 2016, at a meeting specifically called to address the issue of school overcrowding, Assemblyman Dinowitz stated at a public meeting that if P.S. 24 becomes larger and has empty seats, that “they,” “others” and “outsiders” (understood to be children born of minorities and of a lower-income category) will receive those seats. In response, Assistant Principal Verdi asked who the “they” were in question which in turn upset Mr. Dinowitz greatly. It is further respectfully submitted that Assemblyman Dinowitz has often attributed the growth of the school to “outsiders” being allowed entry to enter the schools.
  - In their very first private meeting with Assemblyman Dinowitz in or around November 2009, Mr. 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 such, they were informed that people who are not from the 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 their introduction to the political “witch-hunt” of “investigations” into parents and children that were allegedly knocking down the walls of the local schools to attain an education.
30. At the aforementioned meeting of January 7, 2016, attended by 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 overcrowding. Respondent, Superintendent

- Mashel suggested, in response to Assemblyman Dinowitz's inquiries, that "the school will let you come there" during the registration process, and received confirmation from 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.
31. 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.
  32. It is submitted to the court that neither Assemblyman Dinowitz nor Randi Martos, as *politicians with no authority within the DOE*, were legally permitted to insert themselves into the school registration process. The involvement and actual approval of Respondent, Superintendent Mashel in the decision to allow politicians access to the registration process 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).
  33. It is further represented that Respondent, Superintendent Mashel had no legal obligation to do the bidding of local politicians, but rather, had an absolute legal obligation to protect the rights of students under her auspices. Instead, she utterly violated the rights of students under the Family Education Rights & Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and tortuously interfered with Claimant 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.
  34. On January 27, 2016, a school meeting took place at P.S. 24, which was attended by Acting Principal Feldman, Respondent, Superintendent Mashel, Mr. Shelton, and several others.



After the meeting, Superintendent Mashel had a very pointed conversation with Claimant Verdi, stating that he “cannot stay at 24” because the politicians are “intimidated” by him, and that leaving “might be a good thing.”

35. 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.”
36. 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 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.
37. It is respectfully submitted that the policies of Respondent, 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 Respondent Mashel is merely answering to the bidding of the local elected officials which are being driven by racist politics, under

color of law.

38. In a letter from the Claimant's attorneys to the Respondent, DOE and Respondent, Chancellor Fariña, dated March 22, 2016, the Chancellor's office was notified of the issues contained within herein, and explicitly requested for Chancellor Fariña's office to order Respondent, Superintendent Mashel, to cease and desist from any contact with Claimant 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 letter, to date, has never been responded to by the Respondent, DOE, and it is respectfully submitted that if any meeting to discuss the within issues would have occurred previously, litigation could have been avoided.
39. From 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, with the specific approval of the Respondent, Superintendent Mashel. During this process, Randi Martos actually assisted 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.

40. 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.
41. At various times and dates, the Claimant, Verdi, complained about the violations of law on the part of the Respondents, 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 Claimant, 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.
42. The Claimant 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 Claimant’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 Respondents, Superintendent Mashel, is prohibited from taking any “adverse personnel action” – including dismissal, suspension, discipline, “U” rating, denial of assignment without justification against Claimant, 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.

43. The Claimant Verdi is in possession of video and photos demonstrating the involvement of Randi Martos and Laura Moukas in the school registration process at P.S. 24.
44. On or about April 6, 2016, Assistant Principal Verdi was called for a meeting with the Respondent, Superintendent Mashel by Respondent Mashel herself – which was arranged for May 4, 2016. It is anticipated that at this meeting, Respondent, Superintendent Mashel will either terminate Assistant Principal Verdi, demote him, or otherwise discipline him for issues that have nothing to do with his performance, but rather, in retribution for the letter sent to the Respondent, Chancellor Fariña of March 22, 2016, his whistleblower status, and the complaints he made regarding the insertion of political operatives in the school registration process.
45. A response by the Department of Education was not given until April 26, 2016. In this letter, Deputy Counsel Robin Greenfield contends that as the educational leader of District 10, Superintendent Mashel is free to have contact with any employee who works in the district and maintaining that the meeting will go forward.
46. On April 14, 2016, a second letter was delivered to the Respondents, the DOE and Schools Chancellor Fariña, notifying her of the scheduled May 4 meeting between Claimant Verdi and Respondent, Superintendent Mashel and the fact that effort to discipline him were retribution for complaints made to her office. The letter renewed the request to meet with the Chancellor about the allegations concerning the Respondent, Superintendent Mashel, requested that the meeting for May 4 be suspended, and for Superintendent Mashel to cease and desist from contact with the Claimant other than what is absolutely necessary for

school administration purposes.

47. No response to the aforementioned letter was received until April 29, 2016 (dated April 26, 2016). In this letter, Deputy Counsel Robin Greenfield contends 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 Respondent, Superintendent Mashel and Claimant Verdi will go forward. On the same day, the Claimant's law office received a call from the Department of Investigation of the DOE requesting a meeting with the Claimant 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 Respondent, Superintendent Mashel and the Claimant 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 Respondent, 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.
48. These fact that Superintendent Mashel intends to take retributive action against Claimant Verdi as a whistleblower is supported by the fact that the requested meeting is completely contrary to policy. First, Superintendent Mashel is not the Claimant, Verdi's direct supervisor – the Acting Principal of P.S. 24 is. Second, both Acting Principal Feldman as well as the previous principal of P.S. 24, Donna Connelly, refused to take action against Claimant Verdi even in the face of being directed by Superintendent Mashel to do so.

Respondent, Superintendent Mashel's actions are clearly 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 law are concerned. Respondent, 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.

**AS AND FOR A FIRST CLAIM:**  
**BREACH OF CONTRACT AND TORTIOUS INTERFERENCE WITH CONTRACT**

49. Claimant Verdi repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "47" with the same force and effect as if fully set forth herein.
50. At all times hereinafter mentioned, Respondent, the DOE entered into a written contract with the Claimant, 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.
51. That at all times hereinafter mentioned, Respondent, the DOE entered into a written contract with Claimant 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.
52. That as the guardian of the rights of children as a school administrator and Assistant Principal at P.S. 24, Claimant 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).

53. That 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, Claimant 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.
54. That as the guardian of the rights of children as a school administrator and Assistant Principal at P.S. 24, Claimant 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.
55. That at all times hereinafter mentioned, the Respondent, Carmen Fariña, individually, and on behalf of the DOE was obligated to enforce the written contract between Claimant Verdi and the Department of Education 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.
56. That at all times hereinafter mentioned, the Respondent, Superintendent Mashel, individually, and on behalf of the DOE was obligated to enforce the written contract between Claimant 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.

57. That the acts complained of were carried out by the aforementioned individual Respondent, 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.
58. That the acts complained of were carried out by the aforementioned individual Respondent, 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.
59. That the acts complained of were carried out by the aforementioned individual Respondent, 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.
60. That the Respondent, Superintendent Mashel, conspired to pressure, threaten and intimidate the said Claimant's position as Assistant Principal of P.S. 24 in violation of the contract rights of the Claimant and the duties the Claimant was required to perform under his contract with the Department of Education, the HIPAA and FERPA laws and 42 U.S.C. §1983.
61. That at all times hereinafter mentioned, the constant interference, pressure and racially-motivated, discriminatory policies applied by the Respondents, the DOE, Carmen Fariña and Superintendent Mashel toward the Claimant, in his role as Assistant Principal of P.S. 24, has placed an undue burden on the ability of the Claimant to perform his contractual duties and enforce the federally-protected rights of students at the school.
62. That the constant interference and pressure applied directed toward the Claimant, which specifically includes interference and pressure applied to the acting Assistant Principal and former Principal by the Respondents, has negatively affected the learning process and learning environment of the students.



63. That at all times hereinafter mentioned, the injection of Respondent, 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 Claimant, Verdi.
64. That as the result of the injection of the Respondent, 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 Claimant himself, will or have been unfairly discriminated against in the choosing of a school Principal.
65. That as a result of the foregoing, the Claimant's inability to seek the position of school Principal, is unfair and has put an unwarranted and unjustified burden on the Principal selection process.
66. That the Respondent, the DOE, is in material breach of the written contract with the Claimant, 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.
67. That the Respondent, Carmen Fariña, individually and in her capacity as Schools' Chancellor of the DOE is in material breach of the written contract with Claimant Verdi, based on the tortious interference with Claimant Verdi's contractual rights as a school administrator.
68. That the Respondent, 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 Claimant Verdi, based on the tortious interference with Claimant Verdi's contractual rights as a school administrator.

69. Based on the foregoing, Claimant Verdi demands judgment against the Respondents in a sum exceeding the jurisdictional limits of all courts lower than the Supreme Court on the First Cause of Action.

**AS AND FOR A SECOND CLAIM ON BEHALF OF**  
**THE CLAIMANT FOR VIOLATION OF THE FAMILY EDUCATIONAL RIGHTS**  
**AND PRIVACY ACT (FERPA)**

70. Claimant repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "69" with the same force and effect as if fully set forth herein.
71. Claimant states a claim under the FERPA in that the Respondents, 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 – specifically including, but not limited to Randy Martos during the school registration process, with the blatant support of Respondent, Superintendent Mashel, 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 under 42 U.S.C. §1983.
72. That as result of the foregoing, the said Respondents by violating the privacy rights of the students of P.S. 24, placed an undue burden on the Claimant who had a duty to protect the privacy rights of each and every student and potential student at P.S. 24.

73. Based on the foregoing, Claimant Verdi demands judgment against the Respondents in a sum exceeding the jurisdictional limits of all courts lower than the Supreme Court on the Second Claim.

**AS AND FOR A THIRD CLAIM ON BEHALF OF THE CLAIMANT FOR VIOLATION  
OF THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT (HIPAA)**

74. Claimant repeats, reiterates and realleges each and every allegation contained in paragraphs numbered “1” through “72” with the same force and effect as if fully set forth herein.
75. Claimant states a Claim under HIPAA in that the Respondents, 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 Randy 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 the 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, Claimant Verdi’s due process rights under the United States Constitution, and as established under state and federal law, were violated by the Respondents as well, under color of law, pursuant to 42 U.S.C. §1983.
76. 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 Respondents, the DOE, and Schools' Chancellor Carmen Fariña Superintendent Mashel, in their individual and official capacities, acting in concert, and under color of federal and state law.

77. That as result of the foregoing, the said Respondents the DOE, Schools' Chancellor Carmen Fariña, and Superintendent Mashel, 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, tortuously interfered with the contract rights and due process rights of the Claimant who had a duty to protect the privacy rights and civil rights of every student enrolled at P.S. 24.
78. Based on the foregoing, Claimant Verdi demands judgment against the Respondents in a sum exceeding the jurisdictional limits of all courts lower than the Supreme Court on the Third Claim.

**AS AND FOR A FOURTH CLAIM ON BEHALF OF THE  
CLAIMANT: THE CLAIMANT IS A "WHISTLEBLOWER" PURSUANT TO  
STATE AND MUNICIPAL LAW**

79. Claimant repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "78" with the same force and effect as if fully set forth herein.
80. The Claimant 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 Claimant's law office to the Schools Chancellor on March 22, 2016.
81. That 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.

82. That the Respondents, 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” – including dismissal, suspension, discipline, “U” rating, denial of assignment without justification against Claimant, 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.
83. That the effort to discipline Claimant 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 Claimant Verdi, the numerous efforts to have him resign, and the present meeting between Superintendent Mashel and Claimant Verdi, where it is anticipated that Claimant Verdi will face discipline that may include termination, demotion or other disciplinary action. These retaliatory actions violate various state and municipal laws based on Claimant 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.
84. That the anticipated discipline of Claimant Verdi is in retaliation for his “whistleblower” status in bringing to light the illegal and discriminatory involvement of politicians, including Randi Martos and Assemblyman Dinowitz, in 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, with the overt approval of Respondent, Superintendent Mashel, and with tacit approval and utter silence of Respondent, Schools Chancellor Farina, in her individual and official capacities. These retaliatory actions violate various state and municipal laws based on Claimant 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.

85. Based on the foregoing, Claimant Verdi demands judgment against the Respondents in a sum exceeding the jurisdictional limits of all courts lower than the Supreme Court on the Fourth Claim.

**AS AND FOR A FIFTH CLAIM ON BEHALF OF THE CLAIMANT FOR  
DEPRIVATION OF FEDERAL CIVIL RIGHTS UNDER 42 U.S.C. §1983**

86. Claimant repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "85" with the same force and effect as if fully set forth herein.
87. All of the aforementioned acts of the Respondents, their agents, servants and employees were carried out under the color of law.
88. All of the aforementioned acts on the part of the Respondents, and specifically, the violations of federal law, deprived the Claimant 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.
89. The acts complained of were carried out by the aforementioned Respondents, 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.

90. The Respondents, 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.
91. All of the aforementioned acts of Respondents, their agents, servants and employees were carried out under the color of law.
92. The acts complained of were carried out by the aforementioned individual Respondent, 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.
93. The acts complained of were carried out by the aforementioned individual Respondent, 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.
94. The acts complained of were carried out by the aforementioned individual Respondent, Carmen Fariña, 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.
95. 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, with the overt approval of Respondent, 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, Eighth and Fourteenth Amendments to the United States Constitution and federal law under the color of law pursuant to 42 U.S.C. §1983.

96. Based on the foregoing, Claimant Verdi demands judgment against the Respondents in a sum exceeding the jurisdictional limits of all courts lower than the Supreme Court on the Fifth Claim.

**AS AND FOR A SIXTH CLAIM FOR NEGLIGENT HIRING  
AND RETENTION ON BEHALF OF THE CLAIMANT**

97. That at all times hereinafter mentioned, Claimant Verdi repeats, reiterates and realleges each and every allegation set forth above numbered “1” through “95” as if more fully set forth at length herein.
98. That each of the Respondents 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 Respondents, Chancellor Carmen Fariña and Superintendent Mashel, in their official and individual capacities, in addition to their agents, servants and/or employees.
99. That by reason of the foregoing, the Claimant, Verdi, was damaged in a sum exceeding the jurisdiction of all courts lower than the Supreme Court on the Sixth Claim.

**AS AND FOR A SEVENTH CLAIM FOR PUNITIVE DAMAGES  
ON BEHALF OF THE CLAIMANT**

100. That at all times hereinafter mentioned, the Claimant Verdi repeats, reiterates and realleges



each and every allegation set forth above numbered “1” through “98” as if more fully set forth at length herein.

101. That at all times hereinafter mentioned, Claimant Verdi repeats, reiterates and realleges each and every allegation set forth above numbered “1” through “99” as if more fully set forth at length herein.
102. That each of the Respondents, 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 Respondents as more fully set forth herein.
103. That by reason of the foregoing, the Claimant, Verdi, was damaged in a sum exceeding the jurisdiction of all courts lower than the Supreme Court on the Seventh Claim.

**AS AND FOR AN EIGHTH CLAIM FOR ATTORNEYS’ FEES**

104. Claimant repeats and re-alleges the allegations in paragraphs “1” through “102” above as if fully set forth herein.
105. Claimant states a claim for reasonable attorneys fees pursuant to 42 U.S.C. Sec 1988.
106. That by reason of the foregoing, the Claimant, Verdi, was damaged in a sum exceeding the jurisdiction of all courts lower than the Supreme Court on the Eighth CLAIM.
107. **The items of Damage or Injuries claimed:**

Claimant, MANUELE VERDE, claims damages in a sum exceeding the jurisdiction of all courts lower than the Supreme Court on the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Claim.

**WHEREFORE**, the Claimant, MANUELE VERDI, demands judgment in a sum exceeding the jurisdiction of all courts lower than the Supreme Court that would otherwise have jurisdiction on the First, Second, Third, Fourth and Fifth, Sixth, Seventh and Eighth

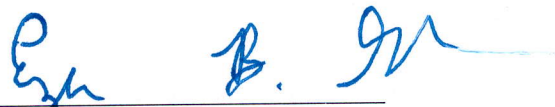
Claims in this matter, in addition to punitive damages, plus attorney's fees, costs, and disbursements of this action.

The undersigned Claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless said claim is adjusted and paid within the time provided by the law from the date of presentation to you, the Claimant intends to commence an action on this claim.

DATED: New York, New York  
May 1, 2016

  
\_\_\_\_\_  
MANUELE VERDE

Yours, etc.,

  
\_\_\_\_\_  
**BY: EZRA B. GLASER, Esq.**  
**CONDE & GLASER, LLP**  
Attorneys for the Claimant  
**MANUELE VERDI**  
291 Broadway (17<sup>th</sup> Floor)  
New York, New York 10007  
Phone: (212) 385-9300

**CLAIMANT VERIFICATION**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NEW YORK    )

MANUELE VERDI, being duly sworn, residing at 61 Saint Marks Place, Apt.1A, New York, New York, deposes and states the following, under penalty of perjury:

That I am the Claimant in the within matter; that I have read the foregoing NOTICE OF INTENTION TO MAKE CLAIM and that I know the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes them to be true.



MANUELE VERDI  
Claimant

Sworn to before me this 1<sup>st</sup>  
day of May, 2016



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Ezra B. Glaser, Esq.  
Notary Public, State of New York  
#02GL6020343  
Commission Filed in: Bronx County  
Commission Expires: March 1, 2019

IN THE MATTER OF THE CLAIM OF MANUELE VERDI,

**Claimant,**

**-against-**

THE CITY OF NEW YORK, THE NEW YORK CITY DEPARTMENT OF EDUCATION, CARMEN 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, and MELODIE MASHEL, both individually and within her official capacity as the Superintendent of School District 10, under the auspices of the NEW YORK CITY DEPARTMENT OF EDUCATION.

**Respondent(s).**

-----X

## **NOTICE OF INTENTION TO MAKE CLAIM**

-----X

**Conde & Glaser, L.L.P.**  
Attorneys for the Claimant  
**MANUELE VERDI**  
291 Broadway (17<sup>th</sup> Floor)  
New York, New York 10007  
Phone: (212) 385-9300  
Fax: (347) 282-2296