

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ANTHONY DINGLE,

Plaintiff,

-against-

COMPLAINT

Civil Case No. 1:10-cv-4(SAS)(FM)

THE CITY OF NEW YORK, NEW YORK CITY
HOUSING AUTHORITY, and
DEMETRICE GADSON, individual,

Jury Trial Demanded

Defendants.

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Plaintiff, ANTHONY DINGLE, (“Plaintiff” or “Mr. Dingle”) by and through his attorneys, The Law Office of BORRELLI & ASSOCIATES, P.L.L.C., alleges, upon knowledge as to himself and his own actions and upon information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

This is a case about a hardworking veteran Authority employee who has come under the supervision of a rogue Deputy Director, Ms. Gadson who has at all relevant times herein sought to advance her position at the Authority at the expense of the health and safety of the public and the employees who report to her. Mr. Dingle has complained about her gross disregard of the public health and safety only to find himself retaliated against, and his complaints unaddressed. Gadson has demanded that her employees illegally gain access to tenant apartments by reporting false gas leaks in an effort to keep her paying-tenant roles high. She has ignored complaints of chronic understaffing at Mr. Dingle’s development that have compromised the health and safety

of the public. She has placed impossible workloads with unreasonable deadlines on the shoulders of Mr. Dingle and others who have dared to voice their concern about how her approach was impacting the health and safety of the public. She has literally laughed at the stress and trauma she has provoked in her employees including Mr. Dingle and another Superintendent, who died of a heart attack on the job in or about mid December, 2009. Gadson's retaliation has come in the form of a constant stream of requests to complete impossible work assignments and meet impossible deadlines. When Mr. Dingle failed to complete these assignments, he would be written up with Counseling Memoranda. When Mr. Dingle completed these tasks at the expense of his and his staff's other responsibilities he would be written up with Counseling Memoranda. Most outrageously, many of the Counseling Memoranda accrued to him for the failings of his staff and for which they themselves received no discipline. That the extensive collection of Counseling Memoranda in Mr. Dingle's personal file has impeded his career is self obvious. Gadson herself used disciplinary write ups as a criterion for making promotional decisions as when she told Mr. Dingle that an applicant for Assistant Superintendent should not have been selected based on his having received two (2) Counseling Memoranda in the preceding six (6) months. As such, Gadson was well aware that her continuous stream of Counseling Memoranda against Mr. Dingle would ruin his reputation at the Authority.

JURISDICTION AND VENUE

1. This is a civil action based upon the Defendants' violation of 42 U.S.C. Section 1983 (vis-à-vis violations of The 1st, 5th and 14th Amendments pertaining to the Right to Free Speech, and the denial of substantive and procedural due process.)
2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. 1331 and 28 U.S.C. 1343.

3. Venue is appropriate in this court as all actions comprising the claims for relief occurred within this judicial district and pursuant to 28 U.S.C. § 1391 because one (1) or more of the defendants resides within this judicial district.

PARTIES

4. At all relevant times herein, Plaintiff, Mr. Dingle was and is a resident of the state of New York. He presently resides in the Bronx, New York.
5. At all times hereinafter mentioned, Defendant, New York City (“City”) was and still is a municipality duly organized and existing under the laws of the State of New York.
6. At all times hereinafter mentioned, Defendant, the New York City Housing Authority (“Authority”) was and still is an agent or entity of Defendant City.
7. At all times relevant hereto, Defendant, Demetrice Gadson (“Gadson”) was and still is employed by the City as the Deputy Director of the Authority’s Manhattan Management, the County of New York, State of New York.

BACKGROUND FACTS

8. While acting under color of law and by way of authority and power granted to them by the City, the Authority, and Gadson and the Defendants’ agents, officers, servants and/or employees, engaged in unlawful conduct by retaliating against Plaintiff for exercising his First Amendment right to free speech / speech of public concern, denying him substantive due process and defaming him by such measures as: (a) creating a hostile work environment; (b), creating defamatory and false allegations against Plaintiff, in retaliation for his speech of public concern/speaking out about the illegal activity by his employer/employer’s agents; (c) engaging in reckless, intentionally damaging behavior, stigmatizing him and foreclosing him from pursuing other job opportunities and publicly

disclosing false allegations of Plaintiff's incompetence during the course of his employment; and (d) publicly disclosing false allegations concerning Plaintiff.

9. Mr. Dingle has worked for the Authority since in or about 1990.
10. He worked initially as a Maintenance Worker after he passed the New York City Civil Service examination.
11. Mr. Dingle's noteworthy career with the Authority spans several different building and title appointments as he received promotions and ascended the management hierarchy within the Authority.
 - a. He worked for approximately three (3) years as a Maintenance Worker at King Towers, located at 2 West 115th Street in Manhattan, and at the Grant Houses, located at 125th Street and Amsterdam Avenue in Manhattan.
 - b. In or about 1993, Mr. Dingle took an Authority in-house Provisional Assistant Superintendant Examination to become eligible to work for the Authority as an Assistant Superintendant.
 - c. Mr. Dingle passed this examination, and became a Provisional Assistant Superintendant.
 - d. He worked at the Manhattanville Houses located at 549 West 126th Street in Manhattan.
 - e. In or about April, 1999, Mr. Dingle took and passed the Civil Service Provisional Assistant Superintendant Examination to secure a vested position as an Assistant Superintendant for the Authority.
 - f. Mr. Dingle passed the examination with flying colors, scoring in the top 5% of the approximately 300 candidates who took the examination.

- g. From in or about April 1999, until in or about August 2000, Mr. Dingle worked as a provisional Assistant Superintendent at LaGuardia Houses, located at 250 Madison Street in Manhattan.
 - h. In or about August, 2000, Mr. Dingle secured through the Authority a Provisional appointment as a Superintendent.
 - i. Mr. Dingle worked as a Provisional Superintendent at the East River Houses, located at 415 East 105th Street in Manhattan.
 - j. In or about 2002, the Civil Service offered a Provisional Superintendent Examination.
 - k. Mr. Dingle had for approximately two (2) years worked with a Provisional Authority appointment as a Superintendent at the East River Houses without a vested Civil Service appointment.
 - l. Mr. Dingle took and passed the Civil Service Resident Building Superintendent Examination to secure a vested position as a Superintendent for the Authority. Mr. Dingle passed the examination with flying colors, scoring in the top 5% of the approximately 300 candidates who took the examination.
 - m. In or about 2003, Mr. Dingle began to work at the Drew Hamilton Houses, located at 210 West 142nd Street in Manhattan.
 - n. Mr. Dingle then worked starting in or about 2004 at the Audubon Houses as a Superintendent.
12. It was while Mr. Dingle was still working at Audubon Houses, in or about 2006 that he first met Gadson and she became his direct supervisor.

13. On or about February 14, 2007, Mr. Dingle started to work at the Polo Grounds Towers (“Polo Grounds”) located at 2975 Frederick Douglass Boulevard in Manhattan.
14. As Deputy Director of the Authority’s Manhattan Management, Mr. Dingle remained under the supervision of Gadson during the length of his tenure and to the present day at the Polo Grounds.
15. As a superintendent, Mr. Dingle is responsible for oversight of the clerical work, mechanical and janitorial departments within the Polo Grounds. He is responsible for resolving issues including leaking pipes, broken locks, defaced walls, and cracked flooring. He disciplines the staff at the Polo Grounds and doles out their assignments. He helps ensure that the myriad clerical work required for the operation of an Authority building is timely and properly filed.
16. On or about June 8, 2007, Mr. Dingle requested overtime, via email, to deal with the over burdensome workload Gadson was requiring Mr. Dingle to do and to complain about being understaffed. Mr. Dingle was at this time, and continuously and frequently during the duration of his tenure at the Polo Grounds extremely short staffed. At this time he was managing his assignments without the assistance of either of the two (2) Assistant Superintendants designated for the Polo Grounds, or the one (1) Manager designated for the Polo Grounds.
17. The chronic understaffing of an Authority development is a matter of public concern and one for which Mr. Dingle was speaking out even though this was not within the scope of his job responsibilities.
18. Shortchanged in staff, Mr. Dingle attempted to impress on Authority management the importance of supplying him with assistance to meet his deadlines to ensure the health

and safety of the Polo Grounds residents. He stated in an email dated June 20, 2007 to Manager Helen Itzkowitz (“Itzkowitz”), Administrator Pat McCombs, (“McCombs”), and Assistant Deputy General Manager Gloria Finkelman, (“Finkelman”) “I am finding it difficult to meet all the deadlines imposed without supervisory assistance. Your guidance is needed.”

19. On or about June 20, 2007, an email reply from McCombs, (perhaps not intended for Mr. Dingle) arrived in Mr. Dingle’s inbox. It stated, “I see he’s starting up again.”
20. On or about June 20, 2007, an email from Finkelman was equally unhelpful and denigrating. It stated, *inter alia*, “Your e mail sounds like you can’t manage the supt’s job. Is that what you’re saying? You need to think about whether you can manage – we have no resources and 7 hours a week ot is generous. Think about it and let me know.”
21. In or about this time, in retaliation for his speaking out, Mr. Dingle was given a multi-page list of tasks that needed completion per Gadson’s orders. These assignments were onerous even were Mr. Dingle to have had Assistant Superintendants working for him.
22. Corroboration of Mr. Dingle’s bind was made clear on or about June 25, 2007, when Larry Ginsberg, Administrator, Manhattan Management acknowledged to Mr. Dingle that “there are no Assistant Superintendants assigned to this location and it will be very difficult to correct the deficiencies found,” after attempting an inspection of the Polo Grounds facilities.
23. Documentation from Polo Grounds is replete with evidence to corroborate Mr. Dingle’s attempts to work in an intractable situation. For example, Mr. Dingle completed various Requisition Forms in or about the end of June, 2007. These documents are typically submitted by Assistant Superintendants to the Superintendent only for his review, but Mr.

Dingle did not have any Assistant Superintendents to complete this work and so he had to undertake it himself.

24. The chronic understaffing of the Polo Grounds posed a danger to the health and safety of residents and their guests and other licensees and invitees on premises, and Mr. Dingle spoke out about these issues continuously and frequently, and continues to so speak across the tenure of his employment with the Authority at the Polo Grounds.
25. Gadson has retaliated against Mr. Dingle for these complaints, and that retaliation has increased to the extent Mr. Dingle has been more vociferous about his complaints regarding public health and safety issues at the Polo Grounds, especially to the extent that she was implicated in his speech.
26. On or about August 14, 2007, Gadson instructed Itzkowitz to generate a Counseling Memorandum against Mr. Dingle for failing to adequately monitor apartment move-outs. The Counseling Memorandum was issued even after Mr. Dingle made clear to Gadson that he was still understaffed and training his new Assistant Superintendent. Incredibly, Gadson even cited and attempted to fault Mr. Dingle for move outs that took place while Mr. Dingle was on vacation.
27. On or about August 20, 2007, and September 19, 2007, Mr. Dingle sent Gadson, Finkelman and Knapp, respectively, emails stating that he needed to schedule a meeting to discuss “job related issues and working conditions.”
28. Knapp and Gadson met with Mr. Dingle on or about September 20, 2007 and reviewed his complaints about chronic understaffing, the onerous and harassing nature of his relationship with Gadson, and about his right to speak out about issues that affected the health and safety of the public at the Polo Grounds.

29. Gadson immediately retaliated against Mr. Dingle for exercising his right to complain about a matter of public concern because after the meeting ended, she approached Itzkowitz and demanded that a Counseling Memo be reissued against Mr. Dingle that had been issued the week before.
30. Mr. Dingle was targeted again by Gadson on or about October 9, 2007 when she issued a Counseling Memo against him for failing to respond to a Radio Survey. She did this even though numerous other Superintendants failed to reply to the survey and were not similarly disciplined, and with knowledge that Mr. Dingle was without an Assistant Superintendant or a Manager at the times during which Mr. Dingle was being asked to submit it.
31. On or about December 7, 2007 Mr. Dingle emailed Gadson to request a reasonable accommodation based on his son's disability. Mr. Dingle is a working single parent with sole custody of his child who suffers from Attention Deficit Hyperactivity Disorder.
32. Mr. Dingle's email stated, *inter alia*, "I am again requesting a transfer to any Bronx location. My reason for this request is that I am a single parent of an eight year old child that has...A.D.H.D.... Do [sic] to school regulation I can not leave him at school before 7:00 a.m. I have been unable to find someone willing to take him to school in the mornings."
33. This email followed up on requests for reasonable accommodation filed with various personnel in the Authority that were filed on or about January 30, 2006, March 13, 2006, and August 2, 2006.
34. Gadson and the Authority did fail to adequately respond to these requests, and never reasonably accommodated Mr. Dingle's requests.

35. Neither did Gadson or the Authority ever provide Mr. Dingle with an adequate explanation of the reasons for the denial of his reasonable accommodation.
36. On or about January 18 and January 23 2008, Mr. Dingle sent emails to Gadson complaining that the Polo Grounds remained short staffed and that he needed additional manpower to address the backlog of issues that were imperiling public health and safety.
37. In response to the emails in Paragraph No. 36, Gadson assured Mr. Dingle that he would receive assistance, but then never followed through with supplying him sufficient additional help.
38. Gadson's constant harassment of Mr. Dingle continued unabated. On or about January 30, 2008, Gadson demanded, without reason, that Mr. Dingle reassign Maintenance Workers to clear boiler plant lines from their work on urgent issues. Mr. Dingle complained about this by emailing Gadson and her supervisor Joseph Porcelli, Borough Administrator ("Porcelli") to explain that his building was short staffed and that he would require additional help to complete the tasks being assigned to him.
39. On or about January 31, 2008, Gadson demanded that Mr. Dingle correct a non-urgent punch clock issue that had already been addressed by an outside vendor, and that amounted to a one (1) minute disparity between the two (2) punch clocks employees at the Polo Grounds used to sign in. This forced workers to complete this task rather than doing tasks to avoid the imperilment of public health and safety at the Polo Grounds. Mr. Dingle complained about this by emailing Gadson and Porcelli to explain that the clock had already been calibrated. In the context of the stream of emails going back and forth by and between Gadson and Porcelli and Mr. Dingle during this time, it was clear to

Porcelli that Mr. Dingle was complaining about Gadson's retaliation against him by tasking him with an impossible workload.

40. On or about January 31, 2008 Mr. Dingle advised Gadson that one of his reports had a family emergency and that he wanted her permission to okay the employee's departure because Manager Dorothy Harris ("Harris") was unavailable. Gadson replied by demeaning Mr. Dingle stating, *inter alia*, "You are a supervisor who obviously can't make decisions." Gadson then emailed Mr. Dingle, and carbon copied ("cc'ed") Knapp on an email encouraging Mr. Dingle to take a voluntary demotion.
41. Gadson further and without justification harassed Mr. Dingle after Harris, who was Mr. Dingle's immediate supervisor, was unable to shed light on the proper procedural handling of a "move-out" from an interim apartment back into a Polo Grounds apartment that was previously occupied by a fire victim. The issue arose with a Polo Grounds family that had been moved between Polo Grounds apartments because of fire damage. These are not typical move-in / move-out situations because residents are not first moving in or moving out, and Harris herself did not know how to handle this situation. When Mr. Dingle sought advice from Gadson because Harris did not know how to proceed, Gadson snidely responded "Are you telling me as the Superintendent you do not know the procedure for move outs?" In fact this was not a typical move out and neither did Gadson criticize Harris, Mr. Dingle's boss for her lack of clarity in the matter. On or about January 31, 2008 Gadson falsely accused Mr. Dingle of submitting "inaccurate information" on an overtime request.
42. Mr. Dingle replied to Gadson's email cc'ing Knapp stating, *inter alia*, "The general atmosphere of this working environment **appears to be hostile to me, due to the issues I**

have raised in this email as well as other that were not mentioned. I will [sic] like to address these issues with you, Mr. Knapp and the union when possible.” No remedial action was taken to address this complaint.

43. In or about early February, 2008, a meeting was convened by and between Mr. Dingle, Gadson and Knapp. The union was not allowed to attend per Gadson.
44. At the meeting Mr. Dingle again complained about the hostility that Ms. Gadson was displaying while performing her duties, the negative effects she was causing with her personal relationship with Mr. Dingle's subordinates (including Dunn and Assistant Superintendant Miller).
45. Ms. Gadson denied everything; no remedial action was taken; and Gadson was allowed to continue to retaliate against Mr. Dingle with a vengeance.
46. On January 31, 2008, an inspection was performed by the Heating Administrator for Manhattan Management, an agent of the Authority. An email was sent by him with a list of repairs which required completion by February 8, 2008. All of the items were not completed due to staff shortages and emergencies.
47. On or about February 5, 2008, Gadson conducted her own building inspection and generated another list of approximately 160 additional items to be repaired within a two (2) week period.
48. Gadson had full knowledge of the pre-existing repairs that were demanded of Mr. Dingle by the Heating Administrator and that needed to be remedied timely. Moreover, numerous other assignments crop up at a facility like the Polo Grounds, which fields requests for approximately 25 urgent apartment tasks daily, as well as move-out staffing to name but a few.

49. On or about February 20, 2008, Gadson issued Dingle a counseling memo for failure to complete her list of repairs.
50. On or about February 20, 2008, Mr. Dingle visited the Union Office and complained to a representative there, name unknown, about the hostile work environment to which Gadson was subjecting him. Mr. Dingle's attendance at the Union Office is corroborated by his signing in at the Union Office on that day.
51. Mr. Dingle also scheduled an emergency appointment with the City Employee Assistance Program ("EAP") to address the mental trauma he was experiencing under the supervision of Gadson.
52. On or about February 26, 2008, the Authority Audit Department conducted a storeroom audit of the Polo Grounds. The report detailed issues that implicated a number of Polo Grounds employees. The positions of Superintendent, Deputy Director and Housing Manager were specifically named. However, while Mr. Dingle was issued a Counseling Memo, neither the Housing Manager nor the Housing Administrator, nor Gadson herself, as Deputy Director were issued Counseling Memos.
53. Gadson's perpetration of a hostile working environment based on Mr. Dingle's complaints included an absolute refusal to acknowledge Mr. Dingle's successes in his position. For example, on or about June 26, 2008, Polo Ground Towers received a passing score from their Federal Public Housing Assessment System (PHAS) however Gadson's response to Mr. Dingle overseeing a passing building was limited to an email that stated, in its entirety, "NOT GOOD".
54. That Gadson was targeting Mr. Dingle for speaking out is made all the more obvious by her willingness to let infractions of other employees at the Polo Grounds go unaddressed.

55. For example, on or about November 12, 2008, and on other occasions, Dunn failed to timely submit EFS reports and was not disciplined for the infraction. On or about December 23, 2008, Dunn should have been cited for failing to properly adhere to the KRONOS time-entry system used at the Polo Grounds, but no such Disciplinary Memo was issued.
56. A similar example of Gadson's disparate treatment of Mr. Dingle relative to other Superintendants is the failure of Gadson to discipline Kimbell Brown, Superintendant of Audubon Houses for his failure to timely submit his EFS report.
57. On or about December 23, 2008, a failure to file the EFS report by Assistant Superintendant Richard Dragos ("Dragos") led Gadson to demand of Mr. Dingle that he write Dragos up with a Disciplinary Memo. This is the very type of report that Dunn failed to timely submit, and for which he received no discipline. Most shockingly, when Mr. Dingle attempted to explain to Gadson the circumstances that prevented Dragos from timely submitting the form, she wrote Mr. Dingle himself up with a Counseling Memo for failing to properly supervise his reports.
58. Mr. Dingle also states that, upon information and belief, it may be Dunn's willingness to supply Gadson and her family with discount tickets to the "Great Wolfe Lodge" amusement facility that has shielded him from discipline.
59. Policies and procedures delineated by the Authority in the "Standard Procedures" prohibits supervisors like Gadson from receiving favors/gratuities from subordinates like Dunn.
60. Gadson violated numerous other policies and procedures delineated by the Authority in the "Standard Procedures." Many of these are policies and procedures that are on the

books to help protect the health and safety of the public. Gadson retaliated against Mr. Dingle as he complained about these violations.

61. Gadson's most egregious endangerment of the public came in the form of her handling of abandoned apartments. To maintain high rent payments in the developments in her purview, Gadson constantly directed her staff to determine why tenants were delinquent in their rent payments and whether they had abandoned their apartments. Reoccupying abandoned apartments increases Gadson's numbers and garners her favor with her supervisors.
62. The "Standard Procedures" delineate very strict guidelines for assaying the occupancy of apartments in Authority buildings. In sum or substance, the rules permit knocking on the door of the apartment in question, or asking neighbors or next of kin as to their knowledge of the whereabouts of the apartment residents. The only circumstance under which such an apartment with delinquent rent payments can be entered is when the door to the apartment is unlocked.
63. There are many violations of the law implicated by the unauthorized entry into an apartment, including 4th amendment constitutional violations, and the health and safety of the public who may be subjected to dangerous situations in the event that such an entry leads to the use of guns etc.
64. Gadson flagrantly violated these rules by endarounding the strict guidelines set forth by the Authority to gain illegal entry into apartments by drilling out locks on apartments whose tenants were not paying rent.

65. She accomplished this illegal entry in a number of ways such as generating false “gas leak” reports or just improperly drilling out apartments that she unilaterally, and in contravention to policy categorized as abandoned.

- a. The smell of gas in an apartment gives Authority employees the mandate to enter an apartment. However, this access is only to be granted when there is actually a smell of gas reported. In an email dated December 27, 2008 under the subject heading “2008 Apartment Inspections,” Gadson wrote Dingle stating “I have been informed by the maintenance staff that the following apartments have SEVERAL NOTICES POSTED ON THE DOOR SINCE 12/1/08. YOU MUST FOLLOW UP. KNOCK ON NEIGHBORS DOORS TO FIND OUT WHEN THEY LAST SAW RESIDENT, CONTACT NEXT OF KIN, **GAS LEAK**, ETC...”
- b. The abovementioned email memorializes on paper a spoken diktat of Gadson for which she used Mr. Dingle on a number of occasions to illegally enter an apartment based on the false reporting of a gas odor emanating from an apartment that Gadson needed to assess for tenant abandonment.
- c. An abandoned apartment is one in which the door is ajar or unlocked. It would be unnecessary to drill out a lock cylinder for an apartment which was classified as “abandoned.” On or about February, 2009 Gadson arranged for the drill out of four (4) apartments at the Polo Grounds. That these door locks required drill-outs definitionally proves that the apartments were not “abandoned,” and that Authority personnel had no right to enter these apartments without the security and supervision of the police or a city Marshal. No such legal and health and safety precautions were taken by Gadson in the drill out of these apartments.

- d. On or about April 23, 2009, Gadson had a Maintenance Worker drill out the cylinders and illegally take over several apartments, claiming they were abandoned by former residents. The doors to these apartments were not unlocked. These apartments were delinquent in rent, legal action was stopped and Ms. Gadson ordered staff to enter without a Judge's order or police/City Marshall being present upon entry. Gadson's actions endangered staff and broke City law.
66. At numerous meetings convened with Mr. Dingle and described above, Mr. Dingle raised these issues and other issues of public health and safety such as:
- a. On or about December 29, 2008, Mr. Dingle contends that Ms. Gadson directed a secretary to open a safe for her in Mr. Dingle's absence. The secretary should not have been in possession of the code to the safe according to Authority Standard Procedures. Moreover, Authority policy dictates that a Manager be present when a safe is opened. This ensures the health and safety of the public because a Secretary does not have the Authority training to handle money, especially in the case of an emergency.
 - b. On or about April 1, 2009, Mr. Dingle had received a delivery of 12 refrigerators. Mr. Dingle contends that he had requisitioned refrigerators in the past from Manhattan Management stock. The procedure is that the unit be returned when stock is delivered. This keeps the Project Base Budget accurate (each development has a budget; so as to monitor this procedure). When Mr. Dingle asked what was to be done with the seven (7) refrigerators that were yet unused, Gadson stated "Hold 7 on the side until further notice. Do not give them out unless you have approval for me." The Polo Grounds is not equipped to properly

store seven (7) refrigerators, and Ms. Gadson was introducing public health and safety breaches into Mr. Dingle's responsibilities.

- c. On or about April 23, 2009, Gadson instructed Mr. Dingle to "place an order for refrigerators" when there were already numerous refrigerators being wrongly stored on premises at the Polo Grounds.
67. On or about May 7, 2009, Mr. Dingle went to the DEO and discussed with them the above mentioned issues, including Gadson's gross violations of Authority policy and endangerment of the health and safety of the public. On or about May 11, 2009, the DEO sent Mr. Dingle a letter stating that they do not have jurisdiction regarding his issue, and referred his file to Finkelman. Nothing, except further instances of retaliation was ever done about this complaint by upper management at the Authority.
68. On or about June 30, 2009, Mr. Dingle filed a complaint with the Authority's Inspector General's office about Gadson's mandates to commit and sanctioning of illegal activities, including her requests to illegally report odors of gas to gain entry to apartments. Mr. Dingle's report was taken over the phone by Rob Dienno. To Mr. Dingle's knowledge, no further action has been taken to address his complaints.
69. The severity of the harassment Mr. Dingle endured under Gadson increased as Mr. Dingle reported these endangerments of public health and safety to various Authority Managers and eventually to the DEO and the Inspector General's office. Examples of this harassment are as follows:
- a. Gadson arranged for a host of employee position changes in or about the week of February 12 through February 19, 2009. Mr. Dingle was away on a pre-approved vacation during this time. Dragos' promotion was pushed forward from on or

about February 23, 2009 to on or about February 9, 2009. Thompson then started as an Assistant Superintendant on or about February 17, 2009, four (4) days after Dunn received a demotion. This confusion was an effort to ensure that the transition of employees under Mr. Dingle would be as unmanageable as possible as Mr. Dingle was forced to deal with an entirely new reporting hierarchy below him when he returned from vacation, a hierarchy that was purposely permitted to cohere without proper training while he was away on vacation.

- b. On or about February 27, 2009, one (1) week after Mr. Dingle returned from a vacation to find one (1) new assistant instead of two (2) reporting to him, Gadson sent him another mammoth list of tasks that needed to be completed within eight (8) days. One (1) assignment alone, described as “entire building walls and floors need to be stripped and waxed” would have taken more than eight (8) days were Mr. Dingle to have assigned every janitorial employee under supervision to work on this task as the building is 30 stories high with four (4) passageways. The other items Gadson issued to Mr. Dingle needed to be addressed by his Mechanical Staff, and were issued without regard to their concurrent requirements to address the 25 urgent assignments the Polo Grounds averaged daily, and scheduled staffing requisitions for building move-outs, etc.
- c. Gadson also expected Mr. Dingle to oversee the minutiae of his employees’ day to day tasks, as when he was told on or about March 3, 2009 that it was unacceptable that he failed to prevent his new Assistant Superintendant Thompson from closing out a move-out ticket.

- d. On or about March 9, 2009, Gadson told Mr. Dingle in an email that on top of the unmanageable workload she was imposing on him, he was required to submit “a daily detailed report” about the work that he was doing. Mr. Dingle is not aware of any other Authority employee who was similarly tasked.
- e. On or about March 16, 2009, an e-mail was sent to Mr. Dingle from the Centralized Call Center (“CCC”). On this date, the CCC noted that the Polo Grounds’ work load had exceeded the two (2) week window of work and that additional staff needed to be added to remedy the overload of assignments being given to the Polo Grounds. This email corroborates Mr. Dingle’s argument that the work load was overbearing and the additional work assigned by Gadson was unfair. Gadson and her supervisor were also cc’d on this email.
- f. That email did not stop Ms. Gadson from expecting that the additional work she wanted done be completed. For example, in an email sent by Mr. Dingle on or about March 23, 2009, he requested staff for the next day to cover work load, and detailed the work. Gadson’s response was that he should have adjusted his schedule to accommodate his workload. There was in fact no way for Mr. Dingle to reduce scheduled workload, as CCC already stated that the Polo Grounds’ staffers had urgent issues to be addressed until on or about March 31, 2009. Gadson also suggested that Mr. Dingle reach out to another development for additional staffing. Mr. Dingle has no such authority to move staff by and between his and other housing developments.
- g. On or about March 23, 2009, Gadson issued a Counseling Memorandum to Mr. Dingle for his failure to complete her list of public space items she noted from on

or about February 26, 2009. There was no way for Mr. Dingle to have completed this checklist, the substance of which would have been deprioritized relative to CCC tickets.

- h. On or about March 25, 2009, Gadson insisted that a stripping team be formed to strip floors in the middle of total scheduled assignments. Mr. Dingle informed Gadson that this would have a negative effect on the janitorial operation at the Polo Grounds. Gadson disbelieved Mr. Dingle and insisted that he produce for her a “schedule for the entire development on a spreadsheet ASAP.” Gadson then formed a stripping team and continued to berate Mr. Dingle about the Maintenance and Janitorial departments’ inability to perform their already scheduled tasks.
- i. Again on or about March 30, 2009, in an e-mail, Gadson complained about not receiving a work detail report. When Mr. Dingle tried to explain that, other than being completely swamped by the work the detailing of which she was requesting, he did not have any assistant on duty on Friday and had to run the maintenance operation himself. Gadson replied to this email and stated, *inter alia*, that “no excuses are acceptable”.
- j. In an email sent on or about April 1, 2009, an Elevator Administrator sent a request to have a stoppage and flood cleared in the elevator shop located at 2999 8th Avenue. Mr. Dingle submitted a request at 1:22 p.m. for a contractor to service those premises as well as for the 2931 8th Avenue premises. The contractor stated he received the authorization late and he would have a team there in the morning of April 2, 2009. Gadson was informed of this by Mr.

Dingle via phone conversation. Separately, on or about the night of April 1, 2009, water filled the elevator pit in 2937 8th Avenue premises, causing the elevators in that building to shut down for three (3) hours. These elevator pits do not have drainage, so the water in their tub would have been unrelated to the other abovementioned flooding issues. Gadson was aware that these pits had for year been prone to flooding *unrelated* to the flooding issues for which the contractor was engaged. Gadson berated Mr. Dingle for his failure to timely summon the contractor even though he did, and even though the contractor would not have been addressing these elevator pits.

- k. On or about April 2, 2009, Mr. Dingle emailed Knapp alone, to request an assignment transfer to get out of the Polo Grounds. Knapp simply denied this request, **and** cc'ed Gadson and Ginsberg in his reply, further feeding Gadson's retaliatory treatment of Mr. Dingle.
- l. On or about April 2, 2009, in an e-mail at 6:01 p.m., Gadson gave Mr. Dingle his final warning about securing the maintenance area leaving. Mr. Dingle cannot monitor Authority staff, including elevator teams and skilled trades professional that have access and permission to use area after he goes home, as the door has a city wide cylinder and once it is tripped to open it, it must be tripped again to lock it either by hand or key. The notion that Mr. Dingle's supervisory role opens him up for Counseling Memoranda every time an Authority employee infracts the rules is outrageous and lends credence to the notion that Mr. Dingle was being retaliated against for complaining about health and safety issues at the Polo Grounds.

- m. On or about April 17, 2009, Gadson gave Mr. Dingle a Counseling Memorandum for items not being repaired from her inspection on February 26, 2009 despite the fact that Mr. Dingle made the requested repairs and reported on or about April 3, 2009 that those requested repairs had been completed. Gadson waited two (2) weeks after his report, until on or about April 17, 2009 to inspect this area. The Polo Grounds is in a high crime area, and the police make numerous monthly raids for trespassers who deface Polo Grounds property. In the intervening time by and between the date Mr. Dingle submitted his report or completion and Gadson inspection, many of the repairs that had been completed were in need of re-repair due to vandalism.
- n. The Counseling Memo issued to Mr. Dingle on or about May 4, 2009 is especially ironic. After a report of a flooded apartment, a drill out was conducted and when the apartment was entered three (3) guns were in plain view. The Memo drafted by Gadson states “The Maintenance Staff drilled out the locks without a Supervisor or Police Officer present. This action immediately placed the staff’s lives in jeopardy. **Under no circumstances should staff enter a resident’s apartment without a police escort and a Supervisor present.**” In fact, Mr. Dingle did properly follow procedure. He brought the Maintenance Workers to the Manager’s office when he found out about their need to enter a resident’s apartment. While Mr. Dingle was out to lunch, the Manager improperly ordered the Maintenance Workers and the Housing assistant to drill out the apartment door and enter the apartment without the police. When Mr. Dingle received a call about guns being found in the apartment, he immediately returned to the

development. The Counseling Memorandum issued against Mr. Dingle was rescinded; however no one else was ever counseled for this incident.

- o. On or about June 15, 2009, Mr. Dingle was issued a Counseling Memorandum for not ordering material requested by the plumbing Foreman on May 28, 2009. Starting from on or about May 27, 2009 until on or about June 8, 2009, Mr. Dingle was not at work but for one and a half days (1 1/2) days. He was in training sessions on May 27 - 29, 2009. May 30 and 31, 2009 is a weekend. Mr. Dingle returned to work on June 1, 2009 and sent an email to Gadson detailing his progress and was told to further inspect other items in response to an email she sent him on May 31, 2009 which directed him on his work assignments for the next day. Mr. Dingle also prepared the grounds for a tour by the Authority Chairman, John Rhea on June 1, 2009. Mr. Dingle was sick on June 2, 2009 and was out of work until June 8, 2009. By the time he returned, the material had already been ordered.
70. On or about June 2, 2009 and continuously and frequently thereafter, Mr. Dingle went out sick because he was constantly throwing up and his digestive system had shut down because of Gadson's harassment. Mr. Dingle experienced constant stomach pains and was unable to hold his food down. He was prescribed medication to address this condition. Mr. Dingle is still currently on his prescribed medication to use as needed.
71. On or about the end of June 2009 and continuously and frequently thereafter, Mr. Dingle's health had deteriorated, and he suffered from a bleeding prostate and was treated by a urologist. This condition was also caused by his stressful working environment.

72. On or about July 5, 2009, the day before Mr. Dingle was scheduled to go away on vacation, Gadson handed him a Notice of Local Hearing that had been prepared in or about April 2009. A Local Hearing is the first step toward stripping an Authority employee of his position. The manner in which Gadson served this document is despicable and abhorrent. After he was served, he was told that when he returns from vacation that he is to report directly to Gadson's office for additional disciplinary action.
73. On or about July 8, 2009, Ms. Gadson issued a Counseling Memorandum to Mr. Dingle for allowing a summer youth worker to stay past his work hours and giving him access to the computer system. The youth worker was doing data entry from the work ticket that the maintenance staff completed. The personal information on these tickets is limited to a resident name and address. No overtime pay was issued. Gadson herself used the youth workers in this capacity during their summer, but chose to hypocritically discipline Mr. Dingle for his own similar behavior.
74. On or about July 13, 2009, Gadson reported to the Polo Grounds on a Saturday. She found that there was no Supervisor of Caretakers on duty. Thomas Aviles that Supervisor of Caretakers of Technical Services had previously told Mr. Dingle that Mr. Torres would be covering that slot in the schedule. Torres in fact was not on duty at this time, however, there were two (2) Assistant Superintendents workers, who were Torres' supervisors were on duty at the Polo Grounds when Gadson arrived. Gadson sent an email to Knapp and other Administrators stating that she had to call in a supervisor to cover for the day. The recitation of facts presented by Gadson to Knapp was misleading and defamatory in that there was coverage by two (2) Assistant Superintendants, one of whom Gadson stated that she had to call to report to duty.

75. Upon information and belief, Gadson stated to Thompson who was on duty “I did not want to come here today, but this made it worth it.”
76. On or about July 22, 2009, Mr. Dingle gave his assistant superintendent in charge of janitorial operation a Counseling Memorandum relating to this incident. Incredibly, Gadson undermined Mr. Dingle and directed him to rescind this Counseling Memorandum.
77. The outrageous targeting of Mr. Dingle continued on or about August 26, 2009, when Gadson issued him a Counseling Memorandum for his failure to ensure that the fire extinguisher contractor properly inspected all fire extinguishers at Polo Ground Towers. A Counseling Meeting was convened during which Mr. Dingle told Gadson that the inspections were performed by and between the contractor and his Assistant Superintendent, and that his signature was merely to authorize the document for forwarding. He also told her that he had already spoken with his staff about the importance of quality inspections and that the service contractor was already contacted to return and complete this job.
78. Gadson still insisted on giving Mr. Dingle this Counseling Memorandum because an error had been made. However, when Mr. Dingle attempted to issue his reports a Counseling Memorandum for their inaccuracies, Gadson undermined Mr. Dingle and told him that he could not a Counseling Memorandum.
79. On or about August 26, 2009, Mr. Dingle sent an email to request Local 237 Representative Ramilda Ferguson (“Ferguson”) to attempt set up a meeting with Knapp. Mr. Dingle was told by Ferguson that Knapp refused to meet them regarding Mr. Dingle and Gadson.

80. On or about September 10, 2009, Mr. Dingle attended a scheduled appointment he requested with EAP. Mr. Dingle was losing emotional control of situation. They referred Mr. Dingle to a psychological therapist close to his home.
81. Mr. Dingle is now being treated by this therapist once a week based on Gadson's outrageous harassment of him.
82. On or about September 16, 2009, the Local Hearing was held. The charges were Incompetency and/or Misconduct for the February 20, 2009, and March 5, 23, 2009 and April 17, 2009 Disciplinary Memoranda. Arbitration on this matter is as yet pending.
83. On or about September 28, 2009, Mr. Dingle was hurt on the job.
84. Mr. Dingle was out of work until October 12, 2009.
85. On or about September 28, 2009, Ginsberg told Ms. Bostick, Manager ("Bostick"), that she should not have let Mr. Dingle leave after being hurt. On or about October 10, 2009, Mr. Dingle received a call from Bostic that she was told that her vacation was being canceled unless he returned to work as per the Borough Administrator. Mr. Dingle assured Bostic that he would return as scheduled.
86. On or about October 10, 2009, Ginsberg stated in email to Finkleman that Mr. Dingle **allegedly** bumped his head.
87. Gadson was off duty or working at another development from on or about October 12, 2009 until on or about October 20, 2009.
88. On or about October 20, 2009, Mr. Dingle contends that he received a call that Gadson had just arrived at the Polo Grounds. Mr. Dingle had some brief interactions with her. By 12:00 p.m. Mr. Dingle was vomiting in maintenance area and suffering from stomach

pains. Gadson witnessed this and did not offer any assistance. Mr. Dingle worked the rest of the day.

89. On or about October 21, 2009, Mr. called out sick and went to his doctor. His complaint was of vomiting and stomach pains. He was prescribed medication to calm his stomach and to get his intestinal system properly functioning.
90. On or about October 22, 2009, upon Mr. Dingle's return to work, Mr. Dingle was told by Ms. Latesha Harley that Ms. Gadson stated to her the previous day "I did not know that I made men throw up," and then laughed.
91. On or about November 17, 2009, a coverage question erupted into a heated discussion by and between Gadson and Mr. Dingle. This led to another Counseling Memo against Mr. Dingle.
92. Gadson's treatment of Mr. Dingle is ongoing and continuous to the present.

CLAIMS FOR RELIEF

AS AND FOR A FIRST CAUSE OF ACTION

VIOLATION OF FIRST AMENDMENT UNDER 42 U.S.C. § 1983

93. Plaintiff repeats and realleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
94. The aforementioned written and verbal harassment, Counseling Memoranda, disciplinary write-ups, false accusations, and adverse treatment by the Authority and Gadson, and other acts of retaliation described above are a violation of Plaintiff's rights under the First Amendment and 42 U.S.C. § 1983.

95. Plaintiff's complaints of chronic shortstaffing at the Polo Grounds is protected under the First Amendment as speech by a public employee on matters of public concern.
96. Plaintiff's discussion of Gadson's failure to comport her behavior with the policies and procedures and the misuse of power by Authority administration to promote tenant turnover is protected under the First Amendment as speech by a public employee on matters of public concern.
97. Plaintiff's speech to the union regarding these matters is protected under the First Amendment as speech by a public employee on matters of public concern.
98. Acting under color of law, Defendant Gadson made baseless negative reports to the Authority in retaliation for Plaintiff's engagement in the aforementioned protected activity, thus influencing Defendant Authority to take adverse employment actions against Plaintiff.
99. Acting under color of law, Defendants in retaliation for Plaintiff's engagement in the aforementioned protected activity, took adverse employment actions against Plaintiff, including placing numerous Counseling Memoranda and other assorted disciplinary write-ups in Plaintiff's file shortly after Plaintiff engaged in protected speech.
100. Acting under color of law, Defendants did knowingly, recklessly, or with gross negligence fail to instruct, supervise, control, and discipline on a continuing basis Defendant Gadson in her duties to refrain from unlawfully and maliciously retaliating against Plaintiff for engaging in protected activities.
101. As a result, Plaintiff was subjected to adverse employment actions in retaliation for his engagement in protected activities.

AS AND FOR A SECOND CAUSE OF ACTION

Fifth and Fourteenth Amendment Due Process Rights

102. Plaintiff repeats and realleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
103. As a result of Defendants' acts, Plaintiff was deprived his fundamental liberty rights without due process of law under the Fourteenth Amendment.
104. Defendants acted with malice or with reckless indifference toward the Plaintiff's federally protected rights by harassing and retaliating against Plaintiff after he exercised said rights.
105. Acting under color of law, Defendants City, Authority and Gadson did knowingly, recklessly, or with gross negligence fail to instruct, supervise, control, and discipline on a continuing basis Defendant Gadson in her duties to refrain from unlawfully and maliciously retaliating against Plaintiff for engaging in protected activities.
106. Defendants City, Authority and Gadson violated Plaintiff's Constitutional rights by denying him substantive due process by engaging in reckless, intentionally damaging behavior, stigmatizing him and foreclosing him from pursuing other job opportunities and publicly disclosing false allegations of Plaintiff's incompetence.

AS AND FOR A THIRD CAUSE OF ACTION

Defamation under New York State Law

107. Plaintiff repeats and realleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
108. Defendants City, Authority, and Gadson, made false and malicious statements about Plaintiff, a non-public figure. Said Defendants published said false statements to a third party.

AS AND FOR A FOURTH CAUSE OF ACTION

Violations of the New York Labor Law 740 & 741

109. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
110. Plaintiff did report to a public body violations that create and present a substantial and specific danger to the public health or safety.
111. Plaintiff repeatedly and continuously did report the intolerable working conditions to which he was being subjected to at the Polo Grounds by Gadson.
112. Plaintiff did first report dangerous circumstances or legal violations to a supervisor before bringing a civil action to afford the employer an opportunity to correct the activity, policy or practice.
113. Defendants by and through their employees did take retaliatory personnel action against an employee who: 1) discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of the employer that is in violation of law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety; 2) provides information to, or testifies before, any public body

conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by such employer; or 3) objects to, or refuses to participate in any such activity, policy or practice in violation of a law, rule or regulation.

AS AND FOR A FIFTH CAUSE OF ACTION

New York Civil Code Section 75 (b)

114. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
115. Defendants did dismiss or take other disciplinary or other adverse personnel action against a public employee regarding the employee's employment because the employee disclosed to a governmental body information: (i) regarding a violation of a law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety; or (ii) which the employee reasonably believed to be true and reasonably believes constitutes an improper governmental action.
116. "Improper governmental action" shall mean any action by a public employer or employee, or an agent of such employer or employee, which is undertaken in the performance of such agent's official duties, whether or not such action is within the scope of his employment, and which is in violation of any federal, state or local law, rule or regulation.
117. Prior to disclosing this information pursuant to paragraph (a) of this subdivision, Plaintiff did make a good faith effort to provide the appointing authority or his or her

designee the information to be disclosed and provided the appointing authority or designee a reasonable time to take appropriate action

DEMAND FOR A JURY TRIAL

Plaintiff demands a trial by jury of all issues and claims in this action.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

1. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;
2. A judgment declaring that the practices complained of herein are unlawful and in violation of the aforementioned laws protected by the United States Constitution as well as New York State .
3. Advancement for Plaintiff who has lost positions as a result of the Defendants illegal conduct;
4. A transfer to an Authority building in the Bronx area so as to better accommodate Mr. Dingle's care or his disabled son.
5. Granting an order restraining Defendants from any retaliation against any Plaintiff for participation in any form in this litigation;
6. All damages which Plaintiff has sustained as a result of Defendants' conduct, including back pay, front pay, punitive damages, general and special damages for lost compensation and job benefits he would have received but for Defendants' conduct, and for emotional distress, humiliation, embarrassment, foreclosure of liberty and anguish;

7. Removal from Mr. Dingle's Personnel File of all Counseling Memoranda, disciplinary write-ups, false accusations, and any and all other documents that were spuriously filed based on Gadson's retaliatory victimization of Mr. Dingle.
8. Exemplary and punitive damages in an amount commensurate with Defendants' ability and so as to deter future malicious, reckless and/or intentional conduct;
9. Awarding Plaintiff costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees and other costs;
10. Pre-judgment and post-judgment interest, as provided by law; and
11. Granting Plaintiff other and further relief as this Court finds necessary and proper.

Dated: Carle Place, New York
December 31, 2009

Respectfully submitted,

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/s/

MICHAEL J. BORRELLI(MB8533)