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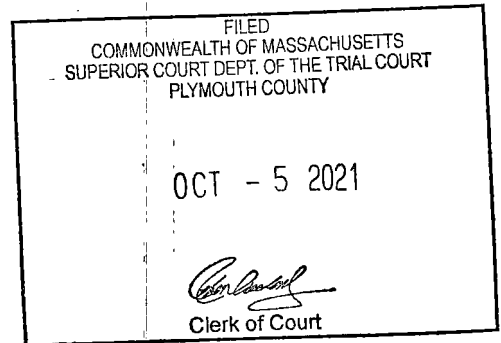
10/5/2021

PLYMOUTH, SS. COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT
NO. 2183CV00806A

MARIE T. CICCOTELLI,
Plaintiff,

v.

TOWN OF WAREHAM,
KIMBERLY SHAVER-HOOD
JUDITH LAUZON and DORENE ALLEN-ENGLAND,
Defendants.



COMPLAINT
AND DEMAND FOR TRIAL BY JURY

PARTIES.

- 1) The plaintiff Marie T. Ciccotelli ("Ciccotelli") is a natural person and resident of Plymouth County.
- 2) The defendant Town of Wareham ("Town") is a political subdivision of the Commonwealth of Massachusetts.
- 3) The defendant Kimberly Shaver-Hood ("Shaver-Hood") is a natural person and resident Plymouth County, Massachusetts.
- 4) The defendant Judith Lauzon ("Lauzon") is a natural person and believed to be resident of the Commonwealth of Massachusetts.
- 5) The defendant Dorene Allen-England ("Allen-England") is a natural person and believed to be resident of the Commonwealth of Massachusetts.

FACTS COMMON TO ALL COUNTS.

- 6) On or about October of 2018 the plaintiff became employed by the Town as a bookkeeper for its school department budget.

- 7) The plaintiff was hired to work a seven-hour day, but routinely put in additional hours.
- 8) The workload included addressing long-standing financial control deficiencies, including outstanding and unprocessed bills as old as six months (pre-dating the employment of the plaintiff), inadequate computer systems and training and access, poor filing systems and practices, and other deficient financial practices, all of which reflected substantial management neglect by defendants.
- 9) Defendant Shaver-Hood was the Superintendent at that time and a direct line superior of the plaintiff. Shaver-Hood did not hire the plaintiff.
- 10) Plaintiff's responsibilities quickly grew to include a number of other tasks beyond the scope of her duties as a bookkeeper, requiring additional time, subject to Shaver-Hood's approval.
- 11) Plaintiff added hours working from home and the employer thus arranged for the software for its Vadar program installed on the plaintiff's home computer to allow her to work there for the additional benefit of the employer and defendants.
- 12) The payment protocols used by the Town (and in place before the hiring of the plaintiff) for these tasks were inadequate and made control of payments exceedingly difficult, requiring time to consult with vendors about unpaid and unprocessed invoices while there was additional difficulty in determining which bills were paid and which remained unpaid, after processing.

- 13) The Town had a process where bills were initially approved for payment by Shaver-Hood, then processed by plaintiff, placed therein with others for a warrant to be reviewed and signed by the school committee chair, followed by a vote of the school committee, only then placed in line for payment. This process, when optimal, took several weeks to run its course. Bills due in less time were thus late for payment. Late payments were effectively baked into the negligently fashioned system.
- 14) Shaver-Hood then knowingly and falsely claimed that payments that were late were so on account of the plaintiff's inadequate job performance. Shaver-Hood knew that it was unreasonable to place blame on plaintiff. Any such demand upon the plaintiff was thus an unreasonable expectation of the employer and evidence of malice.
- 15) Part of the problem with late payments, as plaintiff learned and reported to Shaver-Hood, was that the Town Accountants failed to mail remittance forms with the bills as requested by vendors. This resulted in payments being applied by vendors to the wrong bill, incurrence of late charges, and further complications, all of which would be cured by returning payment with the remittance documents requested by vendors. The decision to process payments in such a fashion was that of Town Accountants, and the assent and agreement of Shaver-Hood, and clearly not the plaintiff. When this clear management deficiency was brought to Shaver-Hood's attention, she maliciously responded to plaintiff that she did not want to "hear excuses".

- 16) It was becoming apparent to the plaintiff that Shaver-Hood was hostile to the plaintiff from the outset of her employment and sought each and every event where management systems or co-workers failed, to place the blame upon the plaintiff, who conversely was doing her job by alerting Shaver-Hood to management and financial control deficiencies
- 17) Shaver-Hood compounded these unfair criticisms by falsely suggesting that the plaintiff had induced a part-time employee to fail to show for work. When plaintiff attempted to defend herself Shaver Hood told her to "stop talking" in a hostile and abrupt manner. This aggressive bullying by Shaver-Hood was a hallmark of her management style and became a recurring pattern of the interactions between the plaintiff and Shaver-Hood, who continued throughout the employment of the plaintiff to be hostile, seeking every opportunity to falsely claim and accuse the plaintiff of failing to do her job. Nevertheless, the plaintiff continued to provide fully professional services throughout her employment and promoted the best interest of the Town of Wareham at every opportunity.
- 18) In fact the part time employee who failed to return to work did so due to the overall stress of the department, led by Shaver-Hood, whose management inadequacies created additional stress for an office staff which in the best of times had stressful jobs.
- 19) The plaintiff requested guidance from defendant Lauzon, a Town accountant, on the issue of late fees, which had been assessed by a number of vendors, such as utilities, following the history of late payments. Lauzon simply

replied that the Town does not pay late fees. When questioned by plaintiff about the basis for the Town policy (as the vendors simply apply the late payments to prior late fees in any event) Lauzon said, "there is none." Lauzon then reported plaintiff as "insubordinate" to Shaver-Hood. Shaver-Hood did not support plaintiff in doing her job, but rather told her later that Lauzon had a target on plaintiff's back because plaintiff had questioned the accountant Lauzon. In fact, both Lauzon and Shaver-Hood were targeting the plaintiff for doing her job.

20) Following this, Shaver-Hood barred the plaintiff from speaking with the accountants (which clearly and obviously undermined and impaired the plaintiff's ability to do her job) and ordered that she had to be chaperoned to accountant's offices on occasions when she needed to go there. At this juncture Shaver-Hood and Lauzon were acting in concert to undermine plaintiff from doing the job the Town hired her to do, and they were acting with open hostility and malice.

21) This course of hostile treatment of the school department business office by Lauzon's accounting office (with the contribution of Shaver-Hood) led to increasing tensions between the departments. Shaver-Hood and Lauzon set up a meeting to address the tension, which included the Town Manager, human resources and personnel from both departments. Shaver-Hood ordered the plaintiff: "Don't say a word." Thus, in a meeting to clear the air, Shaver-Hood set the plaintiff up to look uncooperative before other managers, Town Manager and HR.

- 22) Shaver Hood refused to stand up for her department at the meeting. After the meeting she reminded plaintiff of her order to not contact accounting. Shaver-Hood then declared that she would "win the war" with Lauzon.
- 23) Repeatedly thereafter, Shaver-Hood would call in the plaintiff and falsely accuse her of being rude to Lauzon or hanging up on her. These were false and were inconsistent with the professional and personal standards of the plaintiff, and naturally, deeply disturbing to plaintiff.
- 24) As plaintiff was successfully working through the backlog of unpaid bills and related workload that plaintiff inherited at her hire, she was increasingly expected to cover-up for other employees who were unable to complete their tasks, while suffering unfair and unwarranted criticism, often as the result of the sub-standard work of others.
- 25) One particular example of this is a claim by teachers for reimbursement that was the responsibility of another employee. The employee went on vacation and had falsely claimed that everything was processed. It was not. The plaintiff was expected to and did remedy the problem and while doing so was subject to unfair angry treatment by Shaver-Hood, because this task slightly delayed the plaintiff's own workload.
- 26) Shortly thereafter, it became known that another employee was failing to make timely deposits. This was not plaintiff's obligation. The failed and incomplete task was then assigned to plaintiff, who discovered substantial un-deposited checks.

- 27) While plaintiff was falsely accused by Shaver-Hood and Lauzon of not doing her job, she was in fact taking over the jobs of another worker, who was untruthful about her tasks, yet never critiqued or disciplined, another female substantially younger than the plaintiff.
- 28) As plaintiff was barred from communicating with Lauzon and the accounting department, her essential inquiries had to be run through a co-worker, who often failed to communicate with accounting, leaving the plaintiff without essential information to do her job.
- 29) Shaver-Hood repeatedly told another manager that plaintiff would be "her downfall". Despite plaintiff doing her job, resolving a backlog and taking over tasks from a co-worker who was incompetent and deceptive about her work, Shaver-Hood persisted in falsely denigrating the plaintiff.
- 30) At one point, Lauzon and her accounting staff refused to pay an invoice, claiming that the bill was not an original. It was in fact an original (they only pay if the original invoice is attached). Rather than Lauzon contacting the plaintiff to inquire, she spoke with the vendor, and was incorrectly told it was a copy. This resulted in the bill being unpaid and leading to the false suggestion that the plaintiff was not doing her job.
- 31) This happened on other occasions, where Lauzon refused to confer with plaintiff and simply deleted legitimate bills, causing a financial injury to persons who were to be reimbursed and causing additional work for plaintiff. This practice is evidence of malice and an intent to frame plaintiff with manufactured errors by Lauzon.

- 32) When plaintiff had a family medical emergency and reported to her manager that she needed to leave early and was allowed to do so (and made up the time) she was verbally disciplined by Shaver-Hood with the claim that they did not allow "comp time". On that same day, another employee was granted comp time.
- 33) In May of 2019 Shaver-hood directed the plaintiff to arrange disconnection of all utilities to the soon to be demolished Minot Forrest School. She did so and notified the engineering firm by forwarding notice of the gas company disconnection, with copies to Shaver-Hood. Shaver-Hood then disciplined plaintiff for sending the documentation to the engineer. As notice of the disconnection of this dangerous utility was crucial information for the engineer, failure to notify would likewise be grounds for discipline. This discipline is evidence of malice.
- 34) The ongoing and relentless hostility of Shaver-Hood to the plaintiff was getting worse and taking a greater toll on the plaintiff.
- 35) Shaver-Hood's malice is never better set out than in June of 2019 when she re-assigned plaintiff to report directly to Lauzon, who does not work for the school department and who plaintiff has been ordered not to communicate with.
- 36) Lauzon responded to this appointment by telling plaintiff she may no longer work from home, despite the fact that she did so as a convenience to the employer in order to cure the backlog existing at the time of plaintiff's hire.

- 37) Lauzon falsely stated that, "no one works from home." Lauzon knew that to be untrue as Lauzon did so at that time.
- 38) Lauzon was aware that Shaver-Hood approved the plaintiff working from home. Both knew that the suggestion that plaintiff was doing something improper was false and is evidence of malice by both.
- 39) The limitation of working from home was directed at plaintiff to her detriment (and the Town) and not at co-workers who both did not work from home and did not do their jobs.
- 40) In June, Shaver-Hood ordered the plaintiff not to talk to her prior boss (Owens, who had hired plaintiff). The "order" not to talk to Owen was unlawful and evidence of malice.
- 41) Shaver-Hood then took all of the purchase orders the plaintiff was processing and then disabled the plaintiff's access to the PO module in the computer system, all in an effort to thwart the plaintiff's ability to do her job.
- 42) On June 12, 2019 the plaintiff used a sick day. She followed protocol and emailed Shaver-Hood and others, as required. Upon her return to work, Lauzon declared that the absence would be deemed "unexcused" because she now claimed to be plaintiff's direct superior, despite not working in the department.
- 43) On June 14 Shaver-hood falsely accused the plaintiff of being "late for work" on two occasions. In fact, the plaintiff worked flex hours, by long-standing agreement. Shaver-Hood and Allen-England stated that all "secretaries" start at 7:30 a.m. The plaintiff was not a secretary. She was then required to

maintain a time sheet while the other bookkeeper was not. Shaver-Hood and Allen-England docked the plaintiff paid time, improperly.

44) She was informed that she now had to report her sick days to Lauzon, not her department manager. She asked for this change to be put in writing. Shaver-Hood refused.

45) On June 14, 2019 Shaver-Hood demanded the plaintiff provide information relative to a meeting Shaver-Hood had with others. As plaintiff was not at the meeting she had no information. Shaver-Hood falsely accused her of being in the meeting and suggesting plaintiff was being insubordinate.

46) Plaintiff complained of Shaver-hood bullying to the union.

47) At one point another employee told the plaintiff, in response to a morning "Hello" that she, the employee, was told not to speak to the plaintiff.

48) On June 18, 2019 the plaintiff filed a formal complaint with the school committee.

49) During this period the plaintiff's access to computer programs necessary to do her job was limited and often removed,

50) As the end of the fiscal year (June 30) arrived, the plaintiff was trained to work on warrants, which was inadvisable in light of all of the other tasks placed on the plaintiff, and a demand that she incur no overtime.

51) In this context, Shaver-Hood requested that the plaintiff pull a number of past paid bills, requiring the pulling of warrants. Due to mismanagement, the warrants were never properly filed. The task, which appeared to be simple, was in fact nearly impossible to complete without substantial time, as

Shaver-Hood knew. Shaver-Hood and Lauzon then claimed that it was not completed on time, knowing that the demand was unreasonable.

52) Following the request, the plaintiff was disciplined by Shaver-hood and Allen-England for this unfair set-up at a disciplinary meeting on June 25, 2019.

53) At this meeting Allen-England confronted the plaintiff about the claim that she (plaintiff) was experiencing a hostile environment, in the presence of Shaver-Hood and under circumstances meant to both downplay the accusation and intimidate the plaintiff in front of Shaver-Hood.

54) By the end of June, the plaintiff's ability to complete numerous established tasks was steadily removed from the department systems by Shaver-Hood and Lauzon and transferred to Lauzon's control

55) In early July, 2019 the plaintiff is being increasingly frozen out her duties and is excluded from meeting that include the similarly situated co-bookkeeper.

56) Her emails and calls to other in the department are not being returned.

57) On July 5 she is locked out of her computer access altogether, as an admin had entered under her password and not logged out.

58) Shaver-hood then accused the plaintiff of improperly assigning paid bills to accounts as part of the year-end bills. The accusation was false and indicated that Shaver-Hood had not reviewed the matters before making the false accusation.

- 59) On July 9 Lauzon took papers from the plaintiff's desk without consult and falsely concluded that they were unpaid bills, which they were not, they were copies, in an attempt to frame the plaintiff with further false allegations.
- 60) In July the plaintiff's authority to revise a requisition was removed from the system.
- 61) In July the contacts on her phone were altered.
- 62) In July she no longer had access to interoffice mail.
- 63) Her management of the credit card sign out sheet was removed.
- 64) In July she was subject to daily abuse and criticism from Shaver-Hood or Lauzon or both.
- 65) On July 17 plaintiff was called to a meeting by Allen-England and another manager, regarding a warrant that had been repeatedly rejected. In fact, plaintiff had advised the staff of the problem in early June, but it was ignored by staff.
- 66) On July 22 plaintiff was falsely accused of errors by Lauzon, which her co-worker made. This was in another meeting that included Allen-England. Plaintiff was falsely accused of having responsibility for mismanagement of an Amazon account even after her access was terminated by Shaver-Hood and Lauzon.
- 67) At the same meeting plaintiff was accused of being unprofessional by starting an email with "Hi Mike" by Allen-England. The charge was improper, without foundation, no complaint had been made by Michael Flaherty. The

accusation was petty and clear evidence of malice against the plaintiff by Allen-England.

68) On July 30 the plaintiff had her office location removed from the school department by Shaver-Hood, making the working environment practically more difficult. Thus, although the plaintiff was employed by the school department, she was directly supervised by defendant Lauzon, the Town Accountant and a concurrent "vendor" payee compensated for 'supervising' the plaintiff.

69) Moving the plaintiff also meant that the plaintiff could not process daily deposits effectively, as the moneybox was taken by Shaver-Hood and placed in her office.

70) In August, Lauzon fabricated a claim that the plaintiff had said she (plaintiff) had told another employee she (plaintiff) had thrown out some missing checks. The allegation was false. The alleged reporter of the statement confirmed she never made the report to Lauzon.

71) August 15, 2019 the plaintiff was disciplined by Shaver-Hood, Lauzon and Allen-England for a missing bill that Shaver-Hood lost or removed from documents properly prepared and provided by the plaintiff to Shaver-Hood, which Shaver-Hood then falsely accused the plaintiff of not providing.

72) Allen-England had through this period knowingly assisted both Shaver-Hood and Lauzon in falsely accusing the plaintiff of job failures, lack of professionalism and other false claims generated to support the termination

of the plaintiff by the defendant Town, at the behest of Shaver-Hood, acting in concert with Lauzon and Allen-England.

73) On August 20, 2019 Allen-England informed plaintiff, with no advance notice from her, that Town of Wareham attorney Jack Dolan would interview plaintiff immediately thereafter. Allen-England stated she had "forgotten" to provide fair notice so the plaintiff could properly prepare for the interview.

74) The interview of August 20 by Attorney Dolan was in response to a complaint of hostile environment at Wareham School Department created by Shaver-Hood. It sets out allegations that Shaver-Hood was hostile to the complainants, two women both over sixty years old. Plaintiff was similarly situated with a much younger co-worker, who failed to meet job expectations, and was treated by Shaver-Hood with respect and deference altogether absent from Shaver-Hoods treatment of the plaintiff.

75) The complaint that Attorney Dolan was investigating was protected behavior under M.G.L. c. 151B.

76) In response to the complaint, co-complainant Susan Owens was relieved of her duties by Shaver-Hood and fired. Attorney Dolan admitted that he had not received the full complaint package provided to the Town. He did not interview Owens.

77) The Town investigation of plaintiff's complaint (with Owens) was inadequate as a matter of law.

78) On August 22, 2019 Allen-England served a reprimand letter upon the plaintiff.

79) Throughout late August the level of hostility from Shaver-Hood, Lauzon and co-workers escalates. Plaintiff is ordered NOT to communicate with any other person in the organization but is expected to complete tasks without the ability to co-ordinate with others, confirm which matters have been resolved or to verify the accuracy of any processing of warrant information. These conditions were intended to support the firing of the plaintiff in September of 2019.

80) On August 31, 2019 the plaintiff is informed that the union has filed a grievance against Allen-England for the August 22, 2019 reprimand letter.

81) On September 3, 2019 the plaintiff is called into a meeting with Shaver-Hood, Lauzon and Allen-England where Shaver-Hood declares that plaintiff is "not a good fit" and places plaintiff on administrative leave. She was ordered to pack her belongings and was escorted from the facility.

82) On September 4, 2019 Shaver-Hood issued a letter of intent to dismiss.

83) On September 27, 2019 the plaintiff was terminated.

84) The plaintiff was then replaced by a person younger than forty years of age.

85) During her tenure as a bookkeeper for the Town of Wareham School Department the plaintiff, a highly experienced manager, noted and expressed concern about questionable accounting and financing practices.

86) She noted that there were repeated statements about budgetary practices which suggested that there were hidden "budget cushions" (words used by Shaver-Hood and that Shaver-Hood was using money from dedicated categories to cover operations in other areas.

- 87) Plaintiff was aware of a large payment for solar panels, but could not confirm their existence in the department.
- 88) Various political allies of Shaver-Hood were paid addition money beyond salary and paid in a manner that suggested deceptive accounting practices designed to cloak the payments from review.
- 89) There were outstanding questions of payments to Maureen Manning, who resigned before the matter was resolved.
- 90) There was a payment for \$38,000.00 for an electric car kit that could not be found.
- 91) Shortly after the plaintiff's termination, Shaver-Hood's son in law was implicated in selling used Town equipment without Town approval. He resigned without the matter being resolved.
- 92) There were multiple payments for what appear to be the same computers and peripherals at the Decas Elementary School.
- 93) Shaver-Hood took over one million of funds from multiple accounts to balance the budget, depriving SPED and other areas of budgeted funding.
- 94) Shaver-Hood claimed that Susan Owen was responsible for budget mismanagement for actions in the control of Shaver-Hood (and Lauzon) which took place after Owens had been terminated, consistent with a pattern of accusing others for her own mismanagement practices.
- 95) Defendant Lauzon was Town Accountant with a fiduciary duty to oversee town departments. Lauzon and Shaver-Hood made a side arrangement to enlist Lauzon as a manager of personnel in the bookkeeping department.

This concurrent employment was deceitfully represented as vendor payments in the warrant system. Plaintiff expressed concern about this practice to Shaver-Hood and Town managers and officials once it became clear that Shaver-Hood and Lauzon were engaging in this accounting deception.

96) The plaintiff believed the payments to Lauzon constituted theft or conversion of Wareham federal and state funds by Lauzon acting illegally in concert with Shaver-Hood; the inference of which was the fact that these were not salary payments but ostensibly for employee activities, such as the 'close' supervision of the plaintiff who had been moved to Lauzon's office.

97) Lauzon was submitting un-itemized phony 'invoices' (general lists of vague tasks) for amounts ranging from at least one thousand dollars a week to one for about #15,000.00.

98) Lauzon was enlisted to act as plaintiff's supervisor, despite not being employed in any capacity by the school department.

99) Lauzon acted in an unethical dual capacity as both the Town Accountant with oversight obligations of the school department while being simultaneously paid extraordinary undocumented sums as a manager of the bookkeeping department of that department.

100) Shaver-Hood and Lauzon were aware that Lauzon was providing what was in fact an employee service to the school department, while being paid for being Town Accountant. Nevertheless, Lauzon was falsely categorized as a vendor, without 1099 status in the system.

- 101) Lauzon's billing provided no specifics of her services, which was intended by Shaver-Hood and Lauzon to deceive the Town and the School Committee about her actions, which Shaver-Hood and Lauzon falsely stated were off premises consulting on her own time, falsely suggesting services while not on Town Accountant salary time.
- 102) In fact, plaintiff was moved by Shaver-Hood out of the school department and adjacent to Lauzon's office, where Lauzon could supervise her on a continuous basis, while being paid by the Town, as accountant, on the books as an employee, and while double billing the Town as a ghost manager, paid as a vendor.
- 103) The scheme entered into by Shaver-Hood and Lauzon appeared both in violation of criminal and civil federal and state laws. This included theft of funds of taxpayers of the Town, state funds and federal contributions to those funds, for services not in fact rendered. Further, the intentional characterization of an employee as a vendor was intended to deprive the state and federal authorities of certain tax and retirement contributions that would attach to employee contribution. Further, the failure to report this as even "other income" per an IRS 1099 was intended to place the payments in a posture which made taxation by these authorities even more difficult.
- 104) The fact that Lauzon and Shaver-Hood engaged in the foregoing re-fashioning of employee status is evidence of knowing deceit.
- 105) This scheme became apparent to the plaintiff in June and July of 2019 when the plaintiff was "transferred" to Lauzon, who along with Shaver-Hood

had been openly hostile to the plaintiff's efforts to improve the failing payments system of the school department.

106) Following plaintiff's communications with Shaver-Hood, town managers and officials, plaintiff communicated with the officer of the Attorney General. She was informed that that office was investigating similar concerns of the Town of Wareham. She was directed to make a report to the State Ethics Commission, which she did in July of 2019.

107) As this scheme was progressing, the hostility of Shaver-Hood, Lauzon and Allen-England escalated exponentially, with a physical transfer of the plaintiff to Lauzon's office, explicit orders not to talk to anyone about anything, false accusations and gaslighting by the three defendants, repeated accusations of "unprofessional behavior" by Allen-England, and reprimands and discipline by the three defendants acting in concert.

108) Ultimately, the plaintiff was threatened with termination and then terminated by Shaver-Hood, with the assistance, aiding and abetting of defendants Lauzon and Allen-England.

109) The plaintiff was terminated on account of her age by all defendants in violation of M.G.L. c.151B, s.4 (1C) et. seq.

110) The plaintiff was terminated on account of her exercise of free speech on matters of significant public interest, importance and which touch upon potential illegal, criminal, unethical and larcenous conduct relative to state and federal funds, as the right to speak is guaranteed by the Massachusetts Declaration of Rights.

- 111) The plaintiff was terminated by Shaver-Hood, following intimidation and threats, assisted by Lauzon and Allen-England, in an attempt to coerce plaintiff from exercising her civil rights, in violation of the Massachusetts Civil Rights Act.
- 112) The plaintiff was terminated by the Town of Wareham in violation of M.G.L. c. 149, section 185 for complaints to managers of the department, to the Office of the Attorney General of Massachusetts and the Ethics Commission.
- 113) The plaintiff was terminated by the Town of Wareham on account of the active and malicious interference with the plaintiff's contract of employment with the Town by the defendants Shaver-Hood, Lauzon and Allen-England.

COUNT I. DISCRIMINATION/TERMINATION ON ACCOUNT OF AGE. [ALL DEFENDANTS] M.G.L. c.151B, ss. 4 and 9.

- 114) The plaintiff incorporates all facts and favorable inferences from allegations 1-113, above.
- 115) The plaintiff was at all times an older worker above the age of forty.
- 116) The plaintiff was a bookkeeper for the Town of Wareham School Department.
- 117) The plaintiff was not hired by the individual defendants.
- 118) The plaintiff was treated with hostility, unfair accusations, unreasonable demands and treated differently than similarly situated and

younger co-workers by the Town and its agents, the three individual defendants here named.

- 119) The plaintiff met and exceeded the reasonable expectations of her employer.
- 120) Despite the foregoing, the plaintiff was treated with disrespect, hostility, bullying and false allegations by the defendants and terminated by them, on account of her age.
- 121) The plaintiff demands and is entitled to damages for the hostile environment and the termination of her employment, pursuant to M.G.L. c.151B, ss.4 and 9 and any other sections which may apply.

COUNT II. Termination in violation of M.G.L. c.149, s. 185

- 122) The plaintiff incorporates all facts and favorable inferences from allegations 1-121, above.
- 123) The plaintiff was terminated by her employer, defendant Town of Wareham, for making complaints and expressing concerns to managers and to the Office of the Attorney General, and at the direction of the Attorney General's office, to the Massachusetts Ethics Commission.
- 124) The plaintiff was concerned about the practice of paying the Town Accountant, defendant Lauzon, as an outside vendor, substantial amounts to act concurrent to her employment and presence at Town offices, as a supervisor of bookkeepers, or the plaintiff at least.

- 125) The plaintiff reasonably believed the payments and the manner of payment to be unlawful under state and federal law, and were criminal in nature, as they constituted the theft of public funds.
- 126) The plaintiff believed that the documentation of substantial payments was furnished to the school committee of the Town under false and deceptive documentation, intended to shield the payments from scrutiny.
- 127) The plaintiff communicated about her concerns to her management, including Shaver-Hood, the architect of the suspect arrangement, and to at least one member of the school committee, in writing by email and by oral communication.
- 128) Shortly after the plaintiff brought the matter to the attention of Shaver-Hood, and the other authorities, in and out of the Town, she was terminated under false pretenses.
- 129) The termination of the plaintiff was in violation of M.G.L. c. 149, s.185.
- 130) The plaintiff is entitled to all relief and all remedies of the statute, including reinstatement, all lost wages and benefits, multiplication of same, and attorneys fees.

**COUNT III. VIOLATION OF MASSACHUSETTS' CIVIL RIGHTS ACT
[SHAVER-HOOD, LAUZON AND ALLEN-ENGLAND] M.G.L. c.12 s.11I**

- 131) The plaintiff incorporates all facts and favorable inferences from allegations 1-121, above.
- 132) The plaintiff engaged in communication with her superiors in the Town of Wareham, with the Officer of the Attorney General, and then, at the direction of the Office of the Attorney General, with the Ethics Commission,

which concerned a matter of general public interest, i.e., the conversion or larceny of public funds under a scheme of deception by Judith Lauzon, with the knowledge of Shaver-Hood and Allen-England.

133) The communications constituted free speech protected by Article 16 of the Massachusetts Declaration of Rights, as amended by Article 27 of the Amendments to the Constitution of the Commonwealth of Massachusetts and is a long recognized civil right.

134) The defendants Shaver-Hood, Lauzon and Allen-England became aware of the plaintiff's communications and speech on the issue, directed to Town officials, the Office of the Attorney General and the Ethics Commission.

135) The three defendants then began a process of false allegation to support the termination of the plaintiff, which constituted intimidation for her civil rights protected activity

136) The termination of the plaintiff was prefaced by a letter informing the plaintiff of her pending termination, a threat in violation of the statute.

137) The plaintiff was then terminated under pretext, when in fact the action was to interfere with and terminate her communications and coerce her from further free speech.

138) The plaintiff therefore seeks all relief provided under the statute, including attorney fees.

**COUNT IV. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RIGHTS.
[SHAVER-HOOD, LAUZON AND ALLEN-ENGLAND]**

139) The plaintiff incorporates all facts and favorable inferences from allegations 1-138, above.

- 140) The defendants Shaver-Hood, Lauzon and Allen-England, acting together and in concert set out and did interfere with the employment agreement between plaintiff and the Town of Wareham, inducing the Town to terminate the plaintiff.
- 141) As detailed above, each did so maliciously and with the use of improper means with the knowledge that the plaintiff was falsely accused, by them, of errors, neglect and deficiencies in performance that were either fabricated by the defendants or that represented the failures of others, including Shaver-Hood, plaintiff's co-workers as well as Lauzon, which the defendants then charged to the plaintiff, for the purpose of supporting her termination.
- 142) The malicious and intentional actions, grounded in improper motives led to the false accusations of job performance failures, that then became the basis for the termination of the employment of the plaintiff by the Town of Wareham, induced by the three individual defendants.
- 143) The plaintiff is entitled from these three individual defendants, jointly and severally, at their own personal expense, all lost wages and the value of benefits of her employment from the date of her termination to the present and on-going such losses.

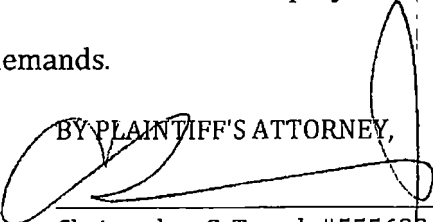
Demand for trial by jury

The plaintiff demands trial by jury.

WHEREFORE, the plaintiff demands all relief the law, statutes and equity require, including:

- 1.) Lost wages and benefits;
- 2.) Reinstatement;
- 3.) Attorneys fees;
- 4.) Tort relief for emotional injury;
- 5.) Permanent injunction against the defendants as equity demands; and
- 6.) All other relief that justice demands.

BY PLAINTIFF'S ATTORNEY,


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October 4, 2021