

SUMMONS - CIVIL

JD-CV-1 Rev. 2-22

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;
P.B. §§ 3-1 through 3-21, 8-1, 10-13For information on
ADA accommodations,
contact a court clerk or
go to: www.jud.ct.gov/ADA.State of Connecticut
Post Date: 07/27/23
Payfile: 2319731-2
**STATE OF CONNECTICUT
SUPERIOR COURT**
www.jud.ct.gov

Instructions are on page 2.

☐ Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.☒ Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.☐ Select if claiming other relief in addition to, or in place of, money or damages.

Docket: CV2350236498

Created: 07/27/23 05:10:18

Amount: \$360.00

List Total: 001 \$360.00

TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code)

14 West River Street

Telephone number of clerk

(203) 877 - 1253

Return Date (Must be a Tuesday)

August 1, 2023

☒ Judicial District

G.A.

At (City/Town)

☐ Housing Session☐ Number:

Milford

Case type code (See list on page 2)

Major: T

Minor: 90

For the plaintiff(s) enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

Salvatore Coppola, 352 Hitching Post Dr., Orange, Ct. 06477

Juris number (if attorney or law firm)

303123

Telephone number

(203) 710 - 3499

Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. ☐ Yes ☒ No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book (if agreed)

Parties	Name (Last, First, Middle Initial) and address of each party (Number, street; P.O. Box; town; state; zip; country, if not USA)	
First plaintiff	Name: Salvatore Coppola Address: 352 Hitching Post Drive, Orange, Ct. 06477	P-01
Additional plaintiff	Name: Address:	P-02
First defendant	Name: City of Derby, Agent for Service Town/City Clerk Marc Garofalo Address: 1 Elizabeth Street, Derby, Ct. 06418	D-01
Additional defendant	Name: Richard P. Dziekan Address: 17 Krakow Street, Derby, Ct. 06418	D-02
Additional defendant	Name: Marc Garofalo Address: 95 Academy Hill Rd., Derby, Ct. 06418	D-03
Additional defendant	Name: Vincent M. Marino Address: 16 Platt Street, West Haven, Ct. 06516	D-04
Total number of plaintiffs: 1		Total number of defendants: 4
☐ Form JD-CV-2 attached for additional parties		

Notice to each defendant

1. You are being sued. This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
2. To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
3. If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
4. If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
5. If you have questions about the summons and complaint, you should talk to an attorney.

The court staff is not allowed to give advice on legal matters.

Date: 6/27/23	Signed (Sign and select proper box):	☐ Commissioner of Superior Court	Name of person signing: Dan A. Conca
		☒ Ast	Clerk
If this summons is signed by a Clerk:			For Court Use Only
a. The signing has been done so that the plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law. c. The court staff is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.			File Date
I certify I have read and understand the above:			Docket Number
Signed (Self-represented plaintiff):			6/27/23 CV23-5023669
Print Form			Reset Form

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RETURN DATE: AUGUST 1, 2023 : SUPERIOR COURT
SALVATORE COPPOLA : J.D. of ANSONIA/MILFORD
AT MILFORD
VS.
CITY OF DERBY, RICHARD DZIEKAN, : JUNE 26, 2023
MARC GAROFALO, VINCENT MARINO

COMPLAINT

COUNT 1: AS TO DEFENDANTS CITY OF DERBY, RICHARD DZIEKAN AND VINCENT MARINO, 42 UNITED STATES CODE SECTION 1983

1. The plaintiff, Salvatore Coppola, was the Finance Director of the City of Derby, Connecticut from about October 2015 through November 14, 2019.
2. The defendant City of Derby (the City) was and continues to be a body politic and corporate under the laws of the State of Connecticut.
3. The defendant Richard Dziekan is the Mayor of the City of Derby
4. The defendant Marc Garofalo is the elected Town Clerk of the City of Derby.
5. The defendant Vincent Marino was and may continue to be the corporation counsel for the City of Derby.
6. On or about January 14, 2021, the plaintiff attended a zoom meeting of the Board of Aldermen/Alderwomen (hereinafter the Board), City of Derby, via computer camera and audio.

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7. During the public portion of the remote meeting, as is a usual and customary practice and in compliance with statutory law, Mayor Richard Dziekan asked if anyone from the public wished to speak.
8. The plaintiff spoke, identifying himself and advised he would read a letter he composed. The plaintiff said the purpose of the letter was to support the then Derby Treasurer, Walter Mayhew's request for a forensic audit of the city's books and records.
9. The plaintiff's letter stated several matters of public concern, including but not limited to the material, intentional failures of recognized bidding practices worth over \$700,000, by two of Derby's elected officials, the former Treasurer Keith McLiverty and current Town Clerk Marc Garofalo. Several other material misappropriations of money and illegal acts were stated in the letter.
10. The letter was of public interest since it was in support of the then current Derby Treasurer, Walter Mayhew's request for a forensic audit of the City's books since Mayhew had succeeded McLiverty as Treasurer and the letter identified several instances of material misuse of public money by McLiverty during the time that he served as the Finance Director of the Region 15 School District, Woodbury/Southbury (Exhibit A).
11. At about 4 minutes and 46 seconds into the zoom meeting the plaintiff was interrupted by Alderman Charles Sampson who questioned whether the subject of the letter the was on the agenda. Sampson then stated the public portion is reserved for comments about items on the agenda.
12. The plaintiff asked what the authority was that limited public comments to agenda items and, after some remarks from Dziekan and some inaudible comments by the Corporation Counsel, Vincent Marino, no one could identify

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with any certainty the authority that the public portion be limited to agenda items.

13. It was clear to the plaintiff that Sampson, Dziekan and Marino believed that some authority did exist for limiting public portion comments to agenda items.

The plaintiff then stopped reading the letter as was requested.

14. The defendant, City of Derby, through the actions of Sampson, Dziekan, and Marino, acting under of color of state and municipal authority, deprived the plaintiff of his constitutional rights, made applicable to the states through 42 USC 1983, to speak and disclose corrupt practices of public concern to the residents of the City of Derby. Those corrupt practices were brought out in support of Mayhew's request for a forensic audit of Derby's finances.

15. The plaintiff, days after that virtual meeting, found that the Charter of the City of Derby, under Meetings of Boards and Commissions, does limit public comment to items on the agenda.

16. The plaintiff reviewed several past years of meetings of the Board and could not find any instance that the public was prevented from speaking about items not on the agenda during the public portion.

17. It was a regular practice to allow non-agenda commentary during the public portion of the meetings despite the charter provision limiting public comment to agenda items.

18. The City, which regularly allowed public commentary during public meetings for items not on the agenda, violated the plaintiff's constitutional rights to freedom of speech at a public meeting when he addressed issues of public concern. The City deviated from the practice, policy or habit of allowing

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comment on non-agenda items by preventing the plaintiff from informing the public of material dishonesty in government to the detriment of the plaintiff's constitutional rights.

COUNT 2: AS TO DEFENDANTS CITY OF DERBY, RICHARD DZIEKAN AND VINCENT MARINO, ARTICLE FIRST, SECTIONS 4, 5 AND 14 OF THE CONSTITUTION OF THE STATE OF CONNECTICUT

Paragraphs 1-18 of Count 1 are hereby incorporated by reference and made paragraphs 1 – 18 of this Count 2.

19. The City, by the acts of Sampson, Dziekan and Marino, thereby violated the plaintiff's Connecticut Constitution right of free speech and expression under Section 4 of the Connecticut Constitution by preventing the plaintiff from completing his prepared statement which addressed public corruption.

20. The City, by the acts of its elected officials and its corporation counsel, purporting to exercise a law, policy, resolution or other unnamed authority, had violated Article First, Section 4, 5 and 14 of the Connecticut Constitution by relying on an ordinance that was designed or had the effect of curtailing or restraining the liberty of free speech or of the press in an arbitrary and capricious manner.

COUNT 3: AS TO DEFENDANT CITY OF DERBY, CONTRACT

1 – 5 Paragraphs 1 through 5 of count 1 are hereby incorporated by reference and made paragraphs 1 through 5 of this Count 3.

6. On or about November 6, 2019, following Dziekan's successful re-election as mayor, Dziekan met with Carmen DiCenzo, the city Economic Development Director, and the plaintiff in the city hall.

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7. During the conversation Dziekan told DiCenzo you are my Economic Development Director and told the plaintiff you are my Finance Director.

8. The plaintiff continued to perform his duties as the Finance Director with diligence, integrity, and probity as he had since his hire in 2015.

9. The plaintiff and the City never had a written contract.

10. The City, through Dziekan's comment, expressed the city's present intention to continue the ongoing contractual employment relationship with an implied covenant of good faith and fair dealing between the parties.

11. On or about November 7, 2019, the plaintiff delivered to Dziekan the Finance Department monthly report for the upcoming Board meeting scheduled for November 14, 2019.

12. The Finance Report (Exhibit B) contained a brief paragraph stating that the Finance Department was aware of a sum of the City's money that was unaccounted for and that the plaintiff would not discuss this further unless it was in executive session.

13. The plaintiff believed it was his duty to inform the alders of the unaccounted-for funds.

14. On November 8, 2019, the plaintiff made a complaint to the Derby Police Department to report that, based on information sufficient to form a belief, an illegal marriage was recently performed by Marc Garofalo, the Derby Town Clerk. Upon learning of the plaintiff's call to the police the Dziekan's Chief of Staff, Andrew Baklik, came into the Finance Office and said something to the effect of 'So, you took care of the issue in the Town Clerk's office.' The plaintiff responded, 'Yes I did, I called the police.'

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15. The Derby Police Department investigated the complaint, questioned the plaintiff as well as the two Assistant Town Clerks who had first-hand knowledge of the facts alleged in the plaintiff's complaint and provided statements and documents to the investigating officer(s) supporting the plaintiff's complaint (Exhibit C with personal information and photos redacted to preserve privacy).

16. On or about November 12, 2019, Dziekan was standing at the desk of Andrew Baklik, Dziekan's Chief of Staff. Dziekan looked up at the plaintiff as the plaintiff was walking in the hallway past Baklik's office and said, "stirring the pot." The plaintiff continued to his intended destination.

17. On November 14, 2019, the plaintiff was summoned to Dziekan's office. The plaintiff was met by Dziekan, Marino and the Mayor's Chief of Staff, Andrew Baklik. Each of those in attendance knew that the plaintiff's wife was suffering from aggressive and terminal cancer. Marino spoke, demanding the plaintiff's resignation, giving no reason for that demand but saying that the City had the votes on the Board to terminate the plaintiff if the plaintiff did not resign with health insurance covered until January 31, 2020.

18. The plaintiff, knowing his wife was terminally ill and needed medical insurance without a break in coverage, went to his office and composed his resignation letter effective that day, November 14, 2019 (Exhibit D)

19. The City therefore breached the contract with the plaintiff by requesting his resignation under threat of termination in violation of their oral contract and its underlying implied duty of good faith and fair dealing.

**COUNT 4: AS TO DEFENDANT CITY OF DERBY, CONSTRUCTIVE
TERMINATION**

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Paragraphs 1-19 of Count 3 are incorporated herein as paragraphs 1-19 of this Count 4.

20. Based on the plaintiff's firsthand observations and experience, the defendant City created, tolerated and was aware of a workplace environment lacking in integrity and honesty, at times hostile, while tacitly or openly supporting corrupt conduct, making the work environment intolerable.

21. Based on sufficient information to form a belief, as the plaintiff began his employment with the defendant city, the plaintiff observed an incident where the city failed to properly act on documented evidence of intentional damage to city property although the incident was well known to elected and appointed city officials.

22. During the period from 2016 and 2017 the plaintiff addressed Garofalo, the elected Town Clerk, regarding his failure to comply with the required timely completion of timesheets and turning in his personal timesheets and those for his office.

23. Having gotten no compliance from Garofalo or any sufficient explanation of why he did not comply with timesheet requirements, the plaintiff called and spoke to the Chairperson of the Operations and Procedures Subcommittee and asked to be placed on the agenda for the next meeting so the issue of elected official's timecards could be addressed and clarified.

24. The plaintiff's request to be placed on the agenda of the Operations and Procedures Subcommittee was not honored.

25. The plaintiff attended the February 14, 2017, meeting of the Operations and Procedures Subcommittee and spoke during the public comments section of the meeting, asking for clarification of timecard completion by elected officials.

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26. On or about March 23, 2017, at the regularly scheduled meeting of the Board of Alderman, a resolution was passed by the Board that waived the requirement of time and attendance timesheets for all elected officials.

27. There was little or no discussion regarding the resolution waiving the requirement for elected officials to account for their work time.

28. At the time of this meeting Garofalo was the only full-time elected public official.

29. The plaintiff learned from that experience that the legislative authority of the Board was broad and their official actions were subject to the influence of elected public officials who could steer legislative outcomes for personal gain and convenience without discussion or question by Board members.

30. The defendant city knew, or should have known, that the city had over 50 bank accounts, some of which were dormant, unused or had no recent transactions but remained open and dormant for many years.

31. The city knew that the city treasurer, Keith McLiverty, was the only person who had the authority to open, close, or otherwise control the approximately 50 bank accounts.

32. The plaintiff had no role or authority to open, close or control bank accounts, and had no administrative, legal, or budgetary control over the substantial accounts under the exclusive control of the Community Development Office that maintained access to grant, capital and bonding expenditures, all of which were controlled exclusively by McLiverty with one staff member, Patricia Finn, did not fall under the control of the plaintiff.

33. At some time in 2018 or 2019, Dziekan engaged in an abusive, hostile and profanity laced phone conversation with Diane Ritucci, the President and Chief Executive Officer of Worker's Compensation Trust, the city's worker

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compensation administrator at that time. As a result of Dziekan's unprofessional, abusive and profane language toward Ritucci, a highly respected female executive, the Worker Compensation Trust declined to renew the workers compensation administrator contract with the defendant city.

34. On or about June 5, 2016, the Town Clerk, Marc Garofalo, needing to be absent to attend his self-employment job as an organist for several area churches, left the office of the Town Clerk to play at a 2nd funeral of that day.

35. On that day one of the two Assistant Town Clerks had taken a personal day off and the other Assistant Town Clerk was attending authorized Continuing Professional Education.

36. Based upon sufficient information to form a belief, the Mayor's Chief of Staff at that time, Henry Domurad, said he was going to lock the doors of the Town Clerk's office since no one was there to transact business.

37. Garofalo objected and called in Sarah Widomski, a person not authorized to access vital statistics, to come in and staff the Town Clerk's office.

38. Garofalo knew that Widomski would have access to vital records and was not authorized to have access to vital records.

39. The union filed a complaint with the State of Connecticut regarding access to the vitals given to Widomski by Garofalo in violation of state statutes (see Exhibit C citing multiple concerns of statutory violations including credible evidence and allegations of felony violations).

40. The city, after an investigation, signed off on an agreement with the State of Connecticut that in the future only authorized employees can access vitals in compliance with state statutes.

41. Based on sufficient information to form a belief, the plaintiff knew that Marino and Dziekan, with the knowledge, support, and acquiescence of Garofalo and the

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knowledge of other officials, inserted themselves in the plaintiff's complaint to the Derby Police to conceal the illegal marriage performed by Garofalo.

42. The plaintiff, despite his role as the Finance Director for the defendant, never saw nor had any access to the payroll or medical insurance accounts despite those accounts comprising a substantial per portion of the city's expenditures.

43. The treasurer, McLiverty, told the plaintiff in July or August of 2019 that the payroll account was off from the book balance by about \$15,000 per week.

44. This was the first time the plaintiff was made aware of this discrepancy since he had no access to the payroll account.

45. Only McLiverty had access to the payroll account and one of the Assistant Finance Directors who input the timesheets.

46. The plaintiff responded that the mapping of the accounts must have been incorrect since the city changed payroll companies in 2015-2016 and that the discrepancy could not have just occurred.

47. The plaintiff was aware that Dziekan blamed the plaintiff for budget errors that the plaintiff was not responsible for.

48. Dziekan knew that plenary authority for the budget rested with the Board of Apportionment and Taxation.

49. Dziekan knew that the spreadsheet used to prepare the budget was produced, maintained and under the control of the Board of Apportionment and Taxation.

50. The plaintiff publicly corrected Marino when Marino stated that the Board of Apportionment and Taxation was an inferior board to the Board of Aldermen/Alderwomen.

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51. The plaintiff knew after McLiverty lost the election as the treasurer on November 5, 2019, and that Dziekan wanted to appoint McLiverty to the position of Finance Director since he needed employment.

52. On November 14, 2019, the plaintiff was summoned to Dziekan's office. The plaintiff was met by Dziekan, Marino and Baklik. Marino spoke, demanding the plaintiff's resignation, giving no reason for that demand and knowing the plaintiff's wife was terminally ill.

53. The plaintiff went to his office and composed his resignation letter effective that day, November 14, 2019, (see Exhibit D).

54. The plaintiff was thereby constructively terminated from his employment for doing his duty by questioning an elected official's failure to comply with time and attendance requirements, openly correcting the corporation counsel at a public meeting when he said the Board of Apportionment and Taxation was an inferior board to the Board of Aldermen and because of the foregoing acts of dishonesty, concealment of crimes, untrustworthiness, failure of integrity, complicity with or indifference to credible allegations of the criminal acts of elected officials and dishonorable conduct by multiple officials of the city.

55. The city tolerated and supported a work atmosphere of active concealment of criminal acts, was complicit with unethical behavior of elected and appointed officials and failed to address the legitimate and documented concerns of career employees who substantiated multiple criminal acts by an elected official. The work atmosphere was deemed to be intolerable, and the plaintiff resigned when threatened with termination for performing his duties.

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**COUNT 5: AS TO DEFENDANTS RICHARD DZIEKAN, MARC GAROFALO
AND VINCENT MARINO: INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS**

Paragraphs 1-55 of Count 4 are hereby incorporated by reference in this Count 5.

56. Dziekan blamed the plaintiff for budget mistakes and told other people that the plaintiff caused the budget mistakes when he knew or should have known that the budget errors were not the fault of the plaintiff.

57. Dziekan, a former member of the Board of Apportionment and Taxation, knew or should have known that plenary authority and responsibility for the city budget rested with the Board of Apportionment and Taxation, per the city charter and that the plaintiff had no charter authority regarding the budget.

58. Dziekan knew that the Excel spreadsheet used to construct the budget was maintained and controlled by the Board of Apportionment and Taxation and that the plaintiff had no access to nor needed access to the budget spreadsheet to perform his duties.

59. Dziekan knew, or should have known, that the financial software used by the city, GEMS, had a budget module that should have been used to construct the budget and, if properly used, would have prevented the budget errors from happening.

60. Dziekan knew, or should have known, that the finance director's responsibility for the budget was to assist the Board of Apportionment and Taxation in preparing the budget, which the plaintiff did with probity and

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diligence, attending each budget meeting and performing all budget functions requested of him.

61. Dziekan knew, or should have known, that the plaintiff had no control over the annual audit timing or process which was, by charter, under the control of the treasurer.

62. Dziekan knew or should have known that McLiverty solely determined when the annual audit would start and controlled all access to accounts by the outside auditor.

63. Dziekan knew, or should have known, that McLiverty controlled the scheduling of the capital budget meetings, often held after the fiscal year had started.

64. On or about August of 2019, the plaintiff was told by McLiverty that the payroll account per the books did not match the bank records by about \$15,000 per week.

65. The plaintiff, having no access to the payroll bank account, was unaware of the discrepancy until he was advised by McLiverty.

66. McLiverty, voicing concern that Mayhew may win the Treasurer's election in November, suggested the payroll account needed to be adjusted to reconcile to the bank balances before the election.

67. The plaintiff knew at that moment that the mapping of the payroll line items in the accounting software with the payroll software was incorrect and likely incorrect since inception of the new payroll software acquired in late 2015 and early 2016.

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68. On or about November 6, 2019, the plaintiff learned from the two Assistant Town Clerks that they believed an illegal wedding was performed by the Town Clerk, Garofalo.

69. The plaintiff was present in the Town Clerk's office when the two assistants called one of the parties to the marriage that confirmed their concerns that a marriage ceremony that had recently been performed by Garofalo was not legal. The plaintiff, after receiving and reading the Assistant Town Clerk's authority for questioning the legality of the marriage ceremony, called the Derby Police.

70. A police officer came to the city hall and interviewed the plaintiff and spoke to the Assistant Town Clerks. The officer took notes and received documents from the Assistant Town Clerks supporting their view that an illegal marriage ceremony took place along with evidence of other criminal acts, including a felony (see Exhibit C).

71. Based upon sound information and belief, within a week, the narrative that emerged from Garofalo, Dziekan and Marino was that the marriage ceremony performed by Garofalo was a make-believe marriage so the ceremony that was questioned by the plaintiff and the two Assistant Town Clerks was a fake marriage and that anyone can perform a fake marriage.

72. The plaintiff learned that the legislative body, the Board, exercised no control over the Treasurer even though the city charter allows for such control.

73. The plaintiff knew that the Treasurer, McLiverty, needed a job and had a close relationship with Dziekan and Marino and had engaged in multiple, substantial, and illegal, no-bid painting contracts with Garofalo.

74. On or about November 8, 2019, the plaintiff submitted his monthly report to the mayor. That report disclosed that a sum of money was unaccounted for. The mayor was asked by the plaintiff not to try to talk the plaintiff out of putting that

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into the report. Based on information sufficient to form a belief, the mayor was angry that the plaintiff advised the Board of the unaccounted sum of money.

75. At the Board of Aldermen/Alderwomen meeting on November 14, 2019, the plaintiff was not in attendance since he was asked to resign that same day.

76. Dziekan called out for the Finance Report and stated the Finance Director resigned so there is no Finance Report and introduced Keith McLiverty as his selection as the Finance Director.

77. Alderman Thomas D'Onofrio asked what about the unaccounted-for money in the Finance Report that had been distributed to the Board.

78. Alderman Charles Sampson responded that the issue had been investigated by the police years ago had had been unfounded.

79. Based on sufficient information to form a belief, Sampson knew that the police department did not conduct a due diligence inquiry regarding the unaccounted-for money due to political influence over the investigative process.

80. Based on sufficient information to form a belief, Dziekan knew the money was unaccounted for and did not want the issue pursued and took action to squelch any due diligence investigation.

81. Each of the defendants knew that the plaintiff's wife was terminally ill with an aggressive form of uterine cancer.

82. On or about November 12, 2019, Dziekan, while talking in Baklik's office, looked up at the plaintiff passing in the hallway and said, "stirring the pot."

83. On November 14, 2019, the plaintiff was told to report to the mayor's office. The plaintiff was met by Dziekan, Marino and Baklik. Marino spoke and said we want your resignation. The plaintiff asked, "when." Marino replied, "now, today."

84. At that moment each of those addressing the plaintiff knew that the plan was to nominate McLiverty as the Finance Director even though they knew or, with minimum due diligence and inquiry to the Region 15 School District, could have learned, that McLiverty had to resign his position as Finance Director of Region 15 School District because of material financial irregularities that benefited him personally as well as material and illegal painting contracts that benefited Garofalo personally (see Exhibit A).

85. The defendants intentionally did not inquire into the reasons for McLiverty's abrupt resignation from the Region 15 School District.

86. The plaintiff said that they did not have the authority to terminate him since, per the city charter, only the Board had that authority.

88. After a few moments of questions and responses, including an offer to continue the plaintiff's health benefits until February 1, 2020, the plaintiff determined that he could not risk termination at the Board meeting that was scheduled for that evening. The plaintiff determined that he had to resign his position and accept the offer of two months of health benefits because of his wife's terminal illness.

89. The defendant city, acting through its employees, Dziekan and Garofalo, and with legal advice of its corporation counsel, Marino, knew or should have known, under the circumstances, that the aforementioned conduct of the defendants would likely cause injury of a general nature that was suffered by the plaintiff.

90. On or about September 2, 2020, the plaintiff sent a Freedom of Information Request (FOI Request) to the Derby Town Clerk, Marc Garofalo, requesting a particular marriage license application worksheet.

91. The plaintiff did not receive an acknowledgment of the FOI request as required by statute nor did the plaintiff receive the requested document.

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92. On September 20, 2020, the plaintiff appealed the FOI request to the Freedom of Information Commission (hereinafter Commission) and received an acknowledgement of that appeal dated November 4, 2020. The docket number of the appeal is FIC 2020-0453.

93. On or about November 18, 2020, the plaintiff received an appearance from Barbara Schellenberg of the law firm Marino, Zabel & Schellenberg, PLLC.

94. Over the next two years the plaintiff was never contacted by Attorney Schellenberg regarding the requested documents despite the ombudsman assigned to the case by the Commission trying to resolve the request.

95. On or about October 15, 2022, the plaintiff received a certified letter from the Commission advising him to appear for an evidentiary hearing on November 7, 2022, at 11:30 regarding Docket Number FIC 2020-0421, a companion matter to Docket Number FIC 2020-0453.

96. The plaintiff attended the hearing on November 7, 2022, and provided testimony to the hearing officer and responded to questions. The audio file is available on the Commission's website.

97. The city's attorney, Barbara Schellenberg, failed to appear at the evidentiary hearing and failed to call or inform the Commission that she would not be appearing despite, presumably, receiving a certified letter from the Commission on or about October 15, 2022, advising of the date and time of the hearing.

98. On January 25 the Commission held a hearing to render its final decision on Docket Number FIC 2020-0421. Attorney John Marini of the firm Marino, Zabel & Schellenberg attended the hearing representing the City and the Derby Police Department and was asked to address the Commission.

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99. Marini started to read a prepared document stating that there may not be corroborating evidence of the complainant's facts. Marini explained that if no corroborating evidence could be found then the investigative report would fall under an exception to the FOIA disclosure rules and may have been destroyed per the statutes.

100. The Chairman of the Commission, Owen Eagan, questioned why the respondent city had not conducted a good faith search for the investigative documents requested. Several other Commissioners made comments questioning Marini's arguments about corroborating evidence when it was obvious that the city had made no good faith effort to locate the requested documents.

101. The Commission voted to modify the recommendations of the Hearing Officer, ordering the defendant to make a search of the requested documents and provide them to the plaintiff (audio recording of the Commission's hearing is accessible on the Commission's website for January 25, 2023 starting at 15:20 of the audio and ending at 41:08).

102. The plaintiff returned home from the Commission's hearing to find in his mailbox a metered letter from the Marino, Zabel & Schellenberg law firm. The letter was the letter that was read at the Commission's hearing that afternoon, January 25, 2023.

103. The envelope had a postal meter date of January 10, 2023, 15 days before the scheduled hearing (Exhibit E).

104. The envelope had no indicia of having been through any postal processing and appeared in the plaintiff's mailbox with no postmark date, no unique barcode, no evidence that an optical scanner read the address and put a barcode on the envelope or any other evidence of standard postal processing.

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105. The certification by Attorney John Marini states that the complainant, the plaintiff herein, was provided a copy of the prepared Marini document read at the hearing. The plaintiff was not provided with a copy of the document until finding it in his mailbox after he returned home from the Commission's final decision hearing on January 25, 2023.

106. The plaintiff sent a letter to the clerk of the commission advising the commission of the letter found in the plaintiff's mailbox upon returning home from the hearing. (Exhibit F)

107. On February 9, 2023, Marini emailed the plaintiff the requested investigative report along with an attachment. And, about that same time, Marini provided the document requested in Docket Number FIC 2020-0453.

108. The plaintiff reviewed the investigative report, read the statements and attachments, and did not see any of the supporting interviews or documents by the detective(s).

109. The plaintiff emailed Marini, telling him that the detective supporting interviews and documents were not forwarded to the plaintiff.

110. Marini responded via email that there were no supporting interviews available from the detectives.

111. The plaintiff replied via email that the defendant was not in compliance with the Commission's order.

112. Marini responded back that he would have the Chief of Police sign an affidavit that there were no supporting detective interviews or documents.

113. As of the filing of this complaint no affidavit has been provided by Marini (Exhibit G).

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114. The foregoing actions of the defendants knew, or should have known, that emotional distress of the plaintiff was the likely result of their conduct.

115. That the conduct of the defendants, by actively and collectively engaging in a criminal act, actively concealing that criminal act and complicity with ongoing and repeated attempts to suppress the facts of that criminal act by not complying with their statutory duty to disclose legitimately requested government records was extreme and outrageous and well outside of the scope of their duties, employment or appointment.

116. The conduct of the defendants was the cause of the plaintiff's distress and the emotional distress sustained by the plaintiff was severe.

**COUNT 6: AS TO ALL DEFENDANTS: NEGLIGENT INFLICTION OF
EMOTIONAL_DISTRESS General Statutes Section 52-557n**

Paragraphs 1-116 of Count 5 are hereby incorporated by reference in this Count 6.

117. At all times relevant hereto, the defendants had a duty or should have known they had a duty to the plaintiff as an employee which duty carried over to the plaintiff's request for documents in compliance with the laws of the State of Connecticut, including, but not limited to a duty to maintain government records in compliance with the government records retention regulations, an affirmative duty to respond to Freedom of Information Requests by timely acknowledging the receipt of those requests, a duty to make a timely and bona fide search for requested records, a duty to advise the plaintiff of any exceptions to the request which would have made the request outside the scope of the Freedom of Information disclosure laws, a duty of honesty and candor while performing their duties as elected municipal officials or professional standards and to otherwise not abuse the employment contract with the plaintiff or the FOIA process for purposes of delay and obstruction of the criminal acts of concealment and

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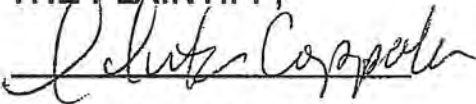
complicity, thereby engaging in a continuous course of illegal and egregious conduct over several years.

118. The conduct of the defendants in terminating the plaintiff for doing his duty during his employment and utterly failing to comply with the plaintiff's request for records, despite the Freedom of Information Act statute absolutely vindicating of the public's right to access public records, created an unreasonable risk of causing the plaintiff emotional distress, the plaintiff's distress and harm was foreseeable, the distress was severe enough that it might result in illness or bodily harm and the defendant's conduct was the cause of the plaintiff's distress.

119. As a direct and proximate result of the conduct of the defendants, the plaintiff has and continues to suffer from the following personal injuries, some of which are permanent in nature:

- a. Mental stress and anguish.
- b. Humiliation and embarrassment.
- c. Loss of employment opportunities.
- d. Loss of sleep; and
- e. Pain and suffering.

THE PLAINTIFF,



Salvatore Coppola
352 Hitching Post Dr.
Orange, Ct. 06477
Phone 203 710-3499

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RETURN DATE: August 1, 2023 : SUPERIOR COURT

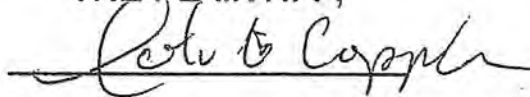
**SALVATORE COPPOLA : J.D. OF Milford/
Ansonia**

CITY OF DERBY, ET AL : June 26, 2023

STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest or property in demand is greater than fifteen thousand dollars (\$15,000.00), exclusive of interest and costs.

THE PLAINTIFF,

A handwritten signature in black ink, appearing to read "Salvatore Coppola", written over a horizontal line.

Salvatore Coppola
352 Hitching Post Dr.
Orange, Ct. 06477
Phone 203 710-3499
Juris No. 303123