

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

1. **SHARILYNN RODGERS,**)
)
 Plaintiff,)

v.)

CIV-20-357-D

1. **JUSTICE ALMA WILSON**)
 SEEWORTH ACADEMY, INC.,)

2. **JANET GRIGG, in her individual**)
 capacity as Director and Board Clerk)
 of Justice Alma Wilson Seeworth)
 Academy, Inc.,)

3. **BARBARA SWINTON, in her**)
 individual capacity as a Board)
 Member of Justice Alma Wilson)
 Seeworth Academy, Inc.,)

4. **P. KAY FLOYD, in her**)
 individual capacity as a Board)
 Member of Justice Alma Wilson)
 Seeworth Academy, Inc.,)

5. **PATRICIA KELLEY, in her**)
 individual capacity as a Board)
 Member of Justice Alma Wilson)
 Seeworth Academy, Inc.,)

6. **BEVERLY PATCHELL, in her**)
 individual capacity as a Board)
 Member of Justice Alma Wilson)
 Seeworth Academy, Inc.,)

7. **JOHN MAYFIELD in his individual**)
 capacity as a Board Member of)
 Justice Alma Wilson Seeworth)
 Academy, Inc., and)

8. **LEE ANNE WILSON, in her**)
 individual capacity as a Board)
 Member of Justice Alma Wilson)
 Seeworth Academy, Inc.,)

Defendants.)

**Jury Trial Demanded
Attorney Lien Claimed**

COMPLAINT

COMES NOW the Plaintiff, Sharilynn Rodgers, and for her Complaint against the Defendants herein alleges and states as follows:

PARTIES

1. Plaintiff, Sharilynn Rodgers, is an adult female residing in Oklahoma County, Oklahoma.

2. Defendants are:

a. Justice Alma Wilson Seeworth Academy, Inc., an entity that did business in Oklahoma County, Oklahoma (hereinafter referred to as “Seeworth”);

b. Janet Grigg, in her individual capacity, who at all relevant times was the Director/Superintendent and Board Clerk of Seeworth;

c. Barbara Swinton, in her individual capacity, who at all relevant times was member of the Board of Directors of Seeworth;

d. P. Kay Floyd, in her individual capacity, who at all relevant times was member of the Board of Directors of Seeworth;

e. Patricia Kelley, in her individual capacity, who at all relevant times was member of the Board of Directors of Seeworth;

f. Beverly Patchell, in her individual capacity, who at all relevant times was member of the Board of Directors of Seeworth;

g. John Mayfield, in his individual capacity, who at all relevant times was member of the Board of Directors of Seeworth; and

h. Lee Anne Wilson, in her individual capacity, who at all relevant times was member of the Board of Directors of Seeworth.

3. Each of the individual Defendants is/was an officer, board member, and/or employee of the Justice Alma Wilson Seeworth Academy, Inc. at all relevant times hereto, and the individuals were acting under the color of their authority at all pertinent times hereto.

JURISDICTION AND VENUE

4. This is a cause of action based on: (a) violation of Plaintiff's First Amendment right to freedom of speech and freedom of association made actionable by 42 U.S.C. §1983; (b) breach of contract; (c) tortious interference with a contract; (d) tortious interference with a prospective economic advantage; (e) negligent supervision, training and retention; (f) conspiracy to violate Plaintiff's civil rights in violation of 42 U.S.C. §1983; and (g) violation of the Open Meetings Act.

5. Jurisdiction over Plaintiff's federal causes of action is vested in this Court under 28 U.S.C. § 1331. This Court has supplemental jurisdiction over Plaintiff's corresponding state law claims as they arise out of the same core of operative facts as the federal claims and jurisdiction over them is vested in this Court under 28 U.S.C. § 1367(a).

6. To the extent required, Plaintiff exhausted her administrative remedies. Plaintiff timely submitted a Governmental Tort Claim Notice on or about July 25, 2019.

Plaintiff received no response, therefore, her tort claim was deemed denied on or about October 23, 2019. And, Plaintiff has timely filed her Complaint within one hundred eighty (180) days from the date said tort claim was deemed denied.

7. All acts complained of herein occurred in and around Oklahoma County, Oklahoma. Oklahoma County is located within the Western District for the United States District Courts of Oklahoma. Thus, venue is proper in this Court under 28 U.S.C. § 1391.

STATEMENT OF FACTS

8. At all relevant times, Defendant Seeworth operated as a public charter school, aimed at serving at-risk, low-income students (over approximately 300 students, 3rd-12th grade, each year). Seeworth received state and federal funding, but was operated by an independent Board of Directors (including Defendants Swinton, Floyd, Kelly, Patchell, Mayfield and Wilson).

9. Since beginning in or around 2002, Plaintiff worked or volunteered with Defendant Seeworth.

10. Most recently, on or about July 1, 2018, Plaintiff entered a contract with Seeworth to serve as a consultant, helping with enrollment and to gather compliance documents in connection with various standards and regulations Seeworth was required to meet.

11. In consideration for performing such services, Seeworth agreed to pay Plaintiff \$56,000. Said amount was to be paid in installments, twice per month, upon Plaintiff

submitting an invoice.

12. The term of the contract was from July 1, 2018, until June 30, 2019.

13. However, on or about April 9, 2019, before the expiration of the contract, Defendant Grigg wrongfully terminated the contract and failed to pay Plaintiff for work she had performed.

14. Significantly, Grigg terminated the contract after Plaintiff submitted a letter on or about March 4, 2019 to the Seeworth Board of Directors (including Defendants Swinton, Floyd, Kelley, Patchell, Mayfield and Wilson), through then-Board Chairperson Swinton, complaining that she (Plaintiff) believed Seeworth was misusing public funds.

15. Thereafter, on or about April 9, 2019, after having been provided a copy of Plaintiff's letter of concern, Grigg terminated Plaintiff's contract without reason.

16. Prior to that time, in addition to working as contractor with Seeworth, Plaintiff, who is a graduate student, was working to complete a Master of Arts in Educational Leadership internship. In completing the internship, Grigg was to serve as Plaintiff's mentor.

17. As part of the graduate program's class assignments and internship responsibilities, Plaintiff was required to gather and review various budgetary and other financial records, and other items considered public record documents.

18. Among such records, Plaintiff was required to obtain an "estimate of need" (i.e., a financial statement), which schools are required to prepare and publish each year pursuant to state law, Okla. Stat. tit. 63 § 3002.

19. However, in or around November 2018, Plaintiff discovered Seeworth failed to report a revenue line item and to meet its statutory obligations to publish the estimate of need.

20. In or around February 2019, while completing an assignment in connection with her internship, Plaintiff spoke with various Seeworth staff members who had cash handling responsibilities.

21. Through such discussions, Plaintiff learned, among other things, that cash from Seeworth athletic events and concessions were not recorded; that no documentation was created to show the amount of money Grigg picked up to deposit from athletic entry fees and concession sales; and there was no apparent system to reconcile receipted cash collections with deposits made.

22. Seeworth had no Chief Financial Officer or HR Director/Department outside of Grigg.

23. Therefore, Plaintiff submitted a Notice of Concern to the Board on or about March 4, 2019, through then-Board Chairman Swinton. Within the notice, Plaintiff outlined her concerns that school funds may not have been handled in accordance with federal and state laws and regulations.

24. Despite the gravity of the concerns raised in the letter, no investigation was pursued by the Board.

25. In fact, on or about March 10, 2019 – less than one week after Plaintiff

submitted the letter – Defendant Swinton sent Plaintiff an email, simply stating Plaintiff should not have any concerns that the funds were being mishandled.

26. Upon information and belief, Swinton provided a copy of Plaintiff's whistleblowing letter to Grigg. This was so despite the fact that Plaintiff made clear in her letter that she was in fear of retaliatory actions being taken against her and other staff with knowledge of the concerns being raised. And, rightfully so.

27. Grigg stopped communicating with Plaintiff thereafter.

28. On or about March 24 and 25, 2019, Plaintiff sent Grigg multiple emails about student and other school-related issues. However, Grigg wholly failed to respond.

29. Grigg also began treating Plaintiff's husband, the then-High School Site Principal, as an outcast and telling staff that Plaintiff and her husband were trying to "take over the school."

30. On or about April 9, 2019, after Plaintiff submitted her complaint to the Board, Grigg also attempted to humiliate Plaintiff, making various remarks about certain personal matters.

31. Grigg then demanded Plaintiff "just resign" from working as a contractor.

32. When Plaintiff declined, Grigg terminated Plaintiff's contract without reason.

33. To date, Plaintiff has not been paid for all work she performed pursuant to her contract with Seeworth.

34. She had submitted an invoice in the amount of \$2,333.33, on April 3, 2019, for

services rendered during the period between on or about March 18, 2019 through April 2, 2019. Based on then-required procedures, the invoice was signed by a Seeworth administrator on April 3, 2019, acknowledging services received.

35. Despite this, on April 15, 2019, Plaintiff received a check, signed by Swinton, Patchell and Seeworth Treasurer JoAnn Guthrie, in the amount of only \$1,400.04.

36. On the check stub, the following note appeared: "19 April 1-9." However, the invoice Plaintiff submitted on April 3, 2019, did not bill for future services rendered (i.e., for services rendered between April 3-9, 2019).

37. Therefore, the invoice Plaintiff submitted on April 3, 2019, was not paid in full.

38. And, Plaintiff was not paid for services rendered between April 3-9, 2019 which totals \$2,333.33.

39. As such, Plaintiff is owed a total amount of \$3,266.62 for services rendered for which she was not paid.

40. Plaintiff was also entitled to an additional amount of approximately \$9,333.32 for the remainder of her contract term.

41. Significantly, Plaintiff was not the only person ousted on the heels of complaining that Seeworth (via Grigg and possibly others) was misusing public funds.

42. On or about May 17, 2019, Plaintiff's husband was wrongfully terminated from his employment with Seeworth. He was not given any reason for his termination. Rather, he was simply given a letter from Defendant Wilson, stating that his contract of employment

was being terminated.

43. Although Wilson signed Tarrence Rodgers' termination letter, Defendants Swinton, Floyd, Kelly, Patchell, Mayfield and Grigg are believed to have participated in the decision. And, Grigg had a history of financial malfeasance of which the Board (including Defendants Swinton, Floyd, Kelly, Patchell, Mayfield and Wilson) was aware.

44. Indeed, approximately eight (8) years earlier, former-Principal Mongo Allen told the Board (including Swinton, Floyd, Kelly, Patchell, Mayfield and Wilson) during a meeting on or about June 21, 2011, that Grigg was misusing government funds.

45. At that time, Allen claimed that Grigg instructed employees who were on-the-clock, being paid by Seeworth, including Plaintiff's husband and Allen, to do her personal business, such as moving her personal furniture and clothing to a storage unit. She also instructed Allen to shred receipt books used for recording concession stand and t-shirt sales for Seeworth, which Allen refused to do.

46. The day after Allen complained to the Board (i.e., on or about June 22, 2011), Allen was fired. Allen then filed a lawsuit against Seeworth, Grigg and the Board (including Swinton, Floyd, Kelley, Patchell, Mayfield and Wilson) on January 26, 2012. *See Allen v. Justice Alma Wilson Seeworth Academy, Inc.*, CIV-12-93-M.

47. Thereafter, in or around late-2017, Plaintiff and her husband told Board Member Greg Dewey that they did not believe proper cash handling procedures were being followed. They further suggested that the corporate account be audited and reported

concerns that Grigg only worked on campus one to two partial days per week, if at all, and did not know the Board was aware of it.

48. Upon information and belief, Dewey told other members of the Board about Plaintiff and her husband's complaints of financial malfeasance. However, no action was taken to remedy their stated concerns.

49. Plaintiff then submitted the Notice of Concern on or about March 4, 2019, detailing her concerns that Seeworth was mismanaging public funds, and approximately one month later, on or about April 9, 2019, her contract was terminated and she was not paid for services she rendered.

50. Upon information and belief, Grigg, along with the Board (including Swinton, Floyd, Kelley, Patchell, Mayfield and Wilson) collectively made the decision to terminate Plaintiff's contract.

51. On or about May 16, 2019, Plaintiff was also prohibited from attending the Seeworth High School graduation. Upon arriving with her husband to the venue where the graduation was being held, an on-duty Seeworth Security Officer approached Plaintiff and her husband and advised that Plaintiff was not allowed to enter. Tarrence Rodgers, upon questioning the Academic Principal, was told Defendant Wilson said not to allow Plaintiff to attend the graduation ceremony.

52. In addition, Defendants failed to follow requirements under the Open Meetings Act. Notice of meetings were not timely posted, if posted at all. Moreover, unless

specifically invited, staff and others were not allowed to attend Board meetings.

53. As a direct and proximate result of Defendants' actions, Plaintiff has suffered injuries described hereafter.

COUNT I: First Amendment

For her first cause of action, Plaintiff incorporates all prior allegations and further alleges and state as follows:

54. This count is asserted against all Defendants.

55. The individual Defendants were acting under the color of their authority in a manner which deprived Plaintiff of her constitutional right to the freedom of speech and association. Seeworth is liable for the actions of the individual employees because the official decision-makers for such entity either approved, acquiesced in or ratified such actions.

56. The matters alleged above were in violation of Plaintiff's First Amendment right to the freedom of speech which was clearly established at the time of the actions in question. Plaintiff's comments as stated herein constitute protected comments on matters of public concern. The actions of the Defendants were in deliberate indifference to the constitutional rights of Plaintiff. Therefore, the individually-named Defendants are liable for the actions taken in violation of such rights in accordance with 42 U.S.C. §1983.

57. The matters alleged above represent violations of Plaintiff's rights under the First Amendment, *inter alia*, which have caused a physical, mental and emotional injury to

Plaintiff in an amount to be determined by the jury.

58. To the extent that the actions of any individual are deemed willful, wanton or deliberately indifferent, then punitive damages are available and should be assessed against each such person.

COUNT II: Conspiracy

For her second cause of action, Plaintiff incorporates all prior allegations and further alleges and state as follows:

59. This Count is asserted Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson.

60. The actions above-described constitute a claim for conspiracy under 42 U.S.C. §1983.

61. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson conspired to deprive Plaintiff of her constitutional rights. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson collectively decided to terminate Plaintiff's contract and deprived her of her constitutional right to engage in free speech and association.

62. The actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson have caused a physical, mental and emotional injury to Plaintiff in an amount to be determined by the jury.

63. Because the actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson were willful, wanton or, at the least, in reckless disregard of Plaintiff's rights,

Plaintiff is entitled to punitive damages.

COUNT III: Breach of Contract

For her third cause of action, Plaintiff incorporates all prior allegations and further alleges and states as follows:

64. This Count is asserted against Defendant Seeworth.

65. Plaintiff and Seeworth entered into a consulting services contract, approved by Defendants during a Board meeting.

66. Pursuant to the explicit terms of the contract, Seeworth agreed to pay Plaintiff \$56,000. Said amount was being paid in installments (in the amount of \$2,333.33), twice per month, upon Plaintiff submitting an invoice.

67. Defendant Seeworth breached the contract with Plaintiff by failing to pay Plaintiff as agreed. Plaintiff is owed a total amount of \$3,266.62 for services rendered for which she was not paid. Plaintiff was also entitled to an additional amount of approximately \$9,333.32 for the remainder of her contract.

68. As a direct and proximate result of Defendant Seeworth's breach, Plaintiff has suffered damages.

69. As a result, Plaintiff is entitled to all damages allowed by law.

COUNT IV: Tortious Interference

For her fourth cause of action, Plaintiff incorporates all prior allegations and further alleges and states as follows:

70. This count is asserted against Defendants Grigg, Swinton, Floyd, Patchell, Mayfield and Wilson.

71. The acts above-described constitute unlawful tortious interference with a contractual relationship. Defendants' actions were malicious and caused an actual harm to Plaintiff's employment relationship with Defendant Seeworth. Defendants had no justification, excuse, or privilege for such interference.

72. Plaintiff had a contract with Defendant Seeworth.

73. Defendants knew or should have known of Plaintiff's contractual relationship with Defendant Seeworth.

74. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson interfered with Plaintiff's contract with Seeworth by collectively deciding to terminate the contract and refusal to pay Plaintiff for services rendered.

75. The actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson were intentional, malicious and wrongful. Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson were not acting to serve any legitimate or lawful interest of Defendant Seeworth, but were pursuing their own motives.

76. Defendants' actions, in addition to not being legitimate, were not justified or privileged.

77. As a result, Plaintiff is entitled to all damages allowed by state law. Moreover, because the actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson

were willful, wanton or in reckless disregard of Plaintiff's rights, Plaintiff is entitled to punitive damages.

COUNT V: Interference with Prospective Economic Advantage

For her fifth cause of action, Plaintiff incorporates all prior allegations and further alleges and states as follows:

78. This count is asserted against Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson.

79. The acts above-described constitute unlawful interference with Plaintiff's prospective economic advantage.

80. Plaintiff had a reasonable expectation for profit in her business relationship with Defendant Seeworth.

81. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson had knowledge of this relationship and/or expectancy.

82. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson intentionally induced or caused a breach Plaintiff's expectancy.

83. Such breach resulted in damage to Plaintiff.

84. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson made the final decision to wrongfully terminate Plaintiff's contract with Seeworth. As such, Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson interfered with the business relationship and expectation of a continued relationship that Plaintiff had with

Defendant Seeworth.

85. The actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson were intentional, malicious and wrongful. And, Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson had no justification, excuse or privilege for their actions.

86. Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson were not acting to serve any legitimate or lawful interest of Defendant Seeworth, but were pursuing their own personal motives.

87. Plaintiff suffered damages as a direct result of the actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson. And, such damage was proximately sustained as a direct result of the complained-of interference.

88. As a result, Plaintiff is entitled to all damages allowed by state law. Moreover, because the actions of Defendants Grigg, Swinton, Kelley, Patchell, Mayfield and Wilson were willful, wanton or in reckless disregard of Plaintiff's rights, Plaintiff is entitled to punitive damages.

COUNT VI: Negligence

For her sixth cause of action, Plaintiff incorporates all prior allegations and further alleges and states as follows.

89. This Count is asserted against Defendant Seeworth.

90. The acts of Defendant Seeworth as described above constitute the tort of negligent training, retention, and supervision.

91. Defendant Seeworth had a duty to properly supervise and train its employees to refrain from engaging in unlawful acts, including but not limited to engaging in First Amendment retaliation.

92. Defendant Seeworth breached its duty.

93. At the critical time of the tortious incidents described herein, Defendant Seeworth knew or should have known its employees, including but not limited to Defendant Grigg, would create an undue risk of harm to others.

94. As a direct and proximate cause of Defendant Seeworth's negligence, Plaintiff was harmed.

95. As damages, Plaintiff is entitled to all damages allowed by state law.

COUNT VII: Open Meetings Act

For her seventh cause of action, Plaintiff incorporates all prior allegations and further alleges and states as follows:

96. This Count is asserted Defendant Seeworth.

97. The acts described above constitute a violation of the Open Meetings Act ("OMA"), Okla. Stat. tit. 25 §301, *et seq.*, including the requirement that advance notice be posted of meetings. And, unless specifically invited, staff and others were not allowed to attend Board meetings, which are to be open to the public.

98. Pursuant to Okla. Stat. tit. 25 §314, Plaintiff requests declaratory relief in the form of an order declaring Defendants Seeworth violated the OMA.

99. Plaintiff further requests the Court award Plaintiff her reasonable attorneys fees pursuant to Okla. Stat. tit. 25 §314.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment in favor of the Plaintiff and against the Defendants and assess actual, compensatory, punitive damages, and liquidated damages, together with pre- and post-judgment interest, costs, attorney's fees and such other relief as this Court may deem equitable and appropriate.

RESPECTFULLY SUBMITTED THIS 16th DAY OF APRIL, 2020.

s/Jana B. Leonard

JANA B. LEONARD, OBA #17844

SHANNON C. HAUPT, OBA #18922

LEONARD & ASSOCIATES, P.L.L.C

8265 S. WALKER

OKLAHOMA CITY, OK 73139

(405) 239-3800 [TELEPHONE]

(405) 239-9801 [FACSIMILE]

leonardjb@leonardlaw.net

haupts@leonardlaw.net

JURY TRIAL DEMANDED

ATTORNEY LIEN CLAIMED