

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

MARCIA WHITE,

Plaintiff(s),

-against-

LIGHTHOUSE ACADEMIES, INC.,
BRONX LIGHTHOUSE CHARTER SCHOOL
and TRAVIS BROWN, Individually,

Defendant(s).

Index No.

Summons

Date Index No. Purchased:

To the above named Defendant(s)

LIGHTHOUSE ACADEMIES, INC., BRONX LIGHTHOUSE CHARTER SCHOOL & TRAVIS BROWN
1001 Intervale Avenue, Bronx, NY 10459, USA

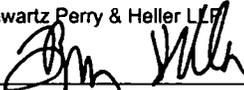
You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Defendants' place of business, location of occurrence which is Bronx, NY

Dated: New York, New York

August 1, 2018

Schwartz Perry & Heller LLP

by 
Brian Heller

Attorneys for Plaintiff

3 Park Avenue, 27th Floor
New York, New York 10017
(212) 889-6565

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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MARCIA WHITE,

Index No.:

Plaintiff,

VERIFIED COMPLAINT

-against-

LIGHTHOUSE ACADEMIES, INC.,
BRONX LIGHTHOUSE CHARTER SCHOOL
and TRAVIS BROWN, *Individually,*

Defendants.

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NY, L.A. & C.E.
SCORES
REGISTRARS UNIT

Plaintiff Marcia White, as and for her Verified Complaint, respectfully alleges, all upon information and belief as follows:

IDENTITY OF THE PARTIES

1. At all relevant times mentioned herein, Plaintiff Marcia White (“White”) was employed by Defendant in the County, City and State of New York, until her retaliatory termination on May 10, 2017 because of her complaints of sexual harassment.

2. At all relevant times mentioned herein, Defendant Lighthouse Academies, Inc. was and is a corporation duly authorized to do business in the State of New York.

3. Upon information and belief, Bronx Lighthouse Charter School is a subsidiary of Defendant Lighthouse Academies, Inc. that operates in the County of Bronx, City and State of New York, and both entities are collectively referred to herein as “Lighthouse” or “the School.”

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4. Lighthouse is a national non-profit network of charter schools that provides education to approximately 6,000 students and families and employs approximately 650 teachers, principals and staff members.

5. Defendant Travis Brown (“Brown”) serves as the Executive Director of the New York Region on Lighthouse’s National Leadership Team and at all relevant times was the Principal of Bronx Lighthouse Charter School, where White was employed as a teacher until Brown unlawfully terminated her.

BACKGROUND RELEVANT TO ALL CAUSES OF ACTION

6. White commenced her employment with Lighthouse in or around about August 2015 as a middle school social studies teacher, shortly after obtaining her Master’s Degree in Education from Metropolitan College of New York.

7. Like most teachers at Lighthouse, White was hired pursuant to a one-year contract for the upcoming 2015-2016 school year.

8. At all relevant times, White reported to Travis Brown, the Principal of Bronx Lighthouse Charter School and who joined Lighthouse’s National Leadership Team as the Executive Director of the New York Region in or around July 2017.

9. At all relevant times, White was fully qualified for her position with Lighthouse and performed her duties in a satisfactory manner, as confirmed by, among other things, her education, the increase in responsibilities and compensation she received throughout her employment and the positive feedback she received from Brown, including Brown telling White that she was “the most organized and well-planned teacher in the school.”

10. White also received praise from parents regarding her dedication to Lighthouse’s students, including, “You guys deserve the credit, you work so hard to make our kids better every day, thank you for everything” and “I greatly appreciate all [your] hard work [and] dedication with [D] always. Your consistency in making sure [D] is always focused. We thank you always.”

11. In or around May 2016, White was offered and signed a contract for the 2016-2017 school year and received an increase in her salary.

12. On or about October 24, 2016, based upon her positive performance, White was asked to assume the work of a teacher who was leaving Lighthouse, so that White’s teaching workload increased from 25 teaching periods per week to 35 teaching periods per week, which came with a substantial increase to White’s salary.

13. In December 2016, White contacted Brown by email about three seventh grade boys making inappropriate, sexual comments and gestures, including that they wanted to “run a train” on White, which was a reference to a sexual act, and one of the students in particular repeatedly told

White that he wanted to take her out on a date and perform sexual acts on her.

14. Brown responded back to White by telling White to be “mindful” of what she writes in email, as the “network,” referring to the larger Lighthouse Academies organization, can access it and, “We have to protect our students,” clearly implying permitting sexual harassment

15. Brown also told White that he was aware that “issues like this” would come up, that White was not the first person to identify inappropriate behaviors by the students and that she should speak to Crystal Lilly (“Lilly”), the Assistant Principal, about her concerns, and when White did speak to Lilly, the three boys from class apologized to White.

16. Despite the apology, the one particular student continued to make inappropriate sexual comments to White, including “Ms. White you look mad good, let me take you out,” saying that she should “go out” with him because he was taller than White, circling White in the hallway during the transition between classes while looking White up and down and saying how good she looked in her clothes; blurting out during class or in the hallway, “Damn, Ms. White, you look mad good!”; telling White that he could not wait until her birthday to buy her “fashion nova jeans” so he could “sit in class and stare at [her] walk around,” which conduct was ongoing and repetitive and created a hostile work environment for White.

17. White continued to complain about this student’s blatant sexual harassment to Lighthouse, yet no action was taken, so that Lighthouse ratified and condoned it.

18. Nevertheless, White continued to work tirelessly at Lighthouse, including organizing college trips and activities such as ice skating and museums and establishing a fencing program at the school, all of which were enjoyed by the students.

19. Brown acknowledged White's positive performance, including instructing teachers to speak to White about lesson plans, trip planning and classroom behavior, inviting White to teach summer school in 2017, which White accepted, selecting White as one of the few teachers to attend a women's retreat in Princeton, New Jersey, and telling White that it was her students' high Regents' Exam scores that helped him get a promotion.

20. In June 2017, White was named "Teacher of the Year" and "Memory Maker of the Year," had a mural painted in her room and was asked to be the keynote speaker at the eighth grade graduation ceremony, which was a significant accomplishment, particularly given that White was only a second year teacher.

21. In June 2017, White was offered and accepted a contract for the 2017-2018 school year that, in addition to teaching, named White the Coordinator of Student Planning and granted her yet another increase to her salary, confirming White's positive contribution to Lighthouse.

22. In an email dated August 24, 2017, White wrote to Brown thanking him for the mural that was placed in her room and saying, "I cannot thank you enough! My room just made my whole year, I am beyond grateful. I can truly say I feel like I'm at home at BLCS. Trusting the process.

What an amazing experience! I'm so humbled."

23. Brown confirmed Lighthouse's positive view of White in his response less than an hour later, writing to White:

"You know we love you and love what you do for our scholars and staff. I want you to keep blossoming and help me turn this into a charter with private school expectations. I am glad you feel at home because I am grateful that you gave me a shot and believed in me a little to see it through. Let's keep rowing."

24. In or around February 2018, the male student who had been making inappropriate sexual comments increased his sexual comments, which was degrading to White and demeaned her in front of her students.

25. The student's sexual harassment had a devastating impact on White, as she felt degraded and demeaned in the workplace and began wearing baggy clothing, sweat pants and hooded sweatshirts to work to avoid attention and stopped applying make up, and White felt powerless because she was obviously limited in the disciplinary action she could take against a child for such inappropriate behavior.

26. White reported this student to Lighthouse and completed an incident report, after which the student was removed from White's classroom for three weeks, though the student would still pick up his classwork and homework from White.

27. During the second week of the student's removal, White was required to attend a meeting with Brown, Chrissandra Mosby ("Mosby"), the Director of Culture, as well as the student, where Lighthouse essentially told the student that it was ok to think sexual thoughts about White but he simply could not say them, which was a completely ineffective way of addressing White's complaint, and telling the parent that it was White who had complained, in contrast to the prior representations to White that her complaint would remain anonymous.

28. Brown told White that he had never heard the student say anything sexually inappropriate to an adult, only that the student wanted to "rape a deer," as if White's complaint was not valid unless Brown heard the student's comments directly.

29. Following that meeting, Brown directed White to "repair" her relationship with the student and his mother, meaning that White should ignore the student's conduct and apologize as if she had done something wrong.

30. Brown's statement to White that she should "repair" the relationship with the student also implied that White was somehow to blame, though she had not done anything wrong.

31. Brown also told White that she should be "mindful" of calling the student's conduct "sexual harassment" because that means she was calling the student a "sexual deviant" – which White never said – in an attempt to intimidate White into withdrawing her complaint about her workplace.

32. Shortly thereafter, on February 13, 2018, White emailed Brown and Mosby the Director of Culture, and complained about how Lighthouse had minimized her complaint and blamed her for the student's inappropriate behavior, writing:

I am not [R's] "bae," his friend for him to buy Fashion Nova jeans for and just gaze at, I'm not his peer for him to see in the hallway and yell, "Damn, Ms. White, you stay looking good!" Or for him to circle when I'm in the hallway, or, "Miss, are you going to the senior trip? Are you going to wear a two-piece bathing suit?"

33. White complained, "If this is norm behavior amongst 8th grade, then perhaps we have a bigger issue: An excuse or characterization for sexual harassment."

34. On February 14, 2018, the day after White's email, Brown called White into a meeting and banged on the table, yelling at her and saying that he is the Principal, she needs to let him "handle it," she needs to "respect" him and she must be "mindful" of what she writes in an email, which was threatening to Brown, though Brown acknowledged that he should not have told White to "repair" the relationship with the student and apologized for that.

35. Following the meeting on February 14, 2018, Brown refused to meet with White and would not engage with her in person, forcing her to either send multiple emails or appear at his office unannounced to speak with him.

36. On March 9, 2018, White went to a professional development network event that all teachers and staff were invited to attend, but when she arrived, White was told that Brown had not

invited her.

37. On Monday, March 12, 2018, White was called into a meeting with Brown and Courtney Russell, the Director of Regional Operations, and was terminated.

38. White was not given any reason for her termination, though the remarkably close temporal proximity between her complaint of Brown condoning sexual harassment and her termination clearly demonstrate that the real reason White was fired was to punish her for asserting her human rights by complaining about the condonation of the sexual harassment she endured in her workplace.

39. Lighthouse's desire to retaliate against White was so strong that it terminated her in the middle of the school year, which was detrimental to both the School and its students.

40. In fact, in the letter that was sent to White dated October 24, 2016 that confirmed the increase in White's duties and salary, Lighthouse noted the difficulty that staff leaving during the academic year has on the School, reminding White, "We expect that you will be mindful of the fact that departures during the academic year can be disruptive to the school, and that you will take this into consideration before making any employment-related decisions."

41. White attended a meeting of Lighthouse's Board of Trustees on or about March 15, 2018, where approximately 60 parents and students were present to complain about White's

termination, which caused the Board of Trustees to state that they would launch an investigation regarding White's termination, yet no genuine action was actually taken.

42. As a result of Lighthouse's discriminatory and retaliatory conduct, White has suffered the adverse effects of perceived disability discrimination, the quality of her life has been irreparably damaged and her self-esteem, self-respect and well-being has been damaged because she was subjected to the humiliating and demeaning type of conduct described herein, all of which will continue and remain a source of humiliation, distress and financial loss to White into the future, so that the quality of White's life has been negatively impacted as a result of the discrimination and retaliation to which White was subjected to by Lighthouse.

43. Here, Lighthouse's conduct towards White shows that it acted with wilful or wanton negligence, or recklessness, or a conscious disregard of White's rights under the New York City Human Rights Law, or that its unlawful actions against White were so reckless as to amount to a disregard of White's rights, so that in addition to all the damages inflicted upon White and in addition to all the measure of relief to which White may properly be entitled herein, Lighthouse should also be required to pay punitive damages as punishment for its unlawful conduct in order to deter it and others similarly situated from engaging in such conduct in the future.

**AS FOR A FIRST CAUSE OF ACTION ON BEHALF OF WHITE
AGAINST LIGHTHOUSE FOR GENDER DISCRIMINATION
IN VIOLATION OF CHAPTER 1, TITLE 8, §8-107(1)(a)
OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK**

44. White repeats, re-alleges and incorporates in full paragraphs 1 through 43 of this Complaint as though fully set forth at length herein.

45. The entirety of the acts which constitute and form this first cause of action, as set forth above, all of which are deemed repeated and re-alleged herein as though said paragraphs were specifically set forth herein, were perpetrated upon White while she was in the course of her employment with Lighthouse.

46. The conduct that Lighthouse took against White that forms the basis of this cause of action was unwelcome to her, a fact which Lighthouse knew or should have known given the actual nature of the conduct from students, yet Lighthouse took no action to remedy White's workplace.

47. Lighthouse is liable to White for the hostile and abusive treatment she suffered in her workplace, because it permitted and condoned the unlawful conduct, so that White's workplace was permeated with intimidation and harassment that altered the terms, conditions and privileges of her employment and created an abusive, threatening and hostile work environment where White was treated less well because of her gender.

48. The aforementioned acts of Lighthouse constitute unlawful gender discrimination against White in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (referred to as “The New York City Human Rights Law”), which provides *inter alia*, that:

It shall be unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the . . . gender . . . of any person to discriminate against such a person in compensation or in terms, conditions or privileges of employment.

49. As a result of Lighthouse’s violation of the New York City Human Rights Law, Lighthouse is liable to White pursuant to §8-502(a) of said statute for “damages” and pursuant to §8-502(f) of said statute for “costs and reasonable attorney’s fees,” as has been judicially established.

50. As a proximate result of Lighthouse’s conduct, White has been adversely affected in her employment, emotional well-being, the quality of her life and in her normal life’s pursuits, and White believes Lighthouse’s conduct, complained of herein, has and will continue to have a negative effect upon her, all of which White alleges to be in the amount of Two Million (\$2,000,000) Dollars.

51. Here, Lighthouse’s conduct towards White shows that it acted with wilful or wanton negligence, or recklessness, or a conscious disregard of White’s rights under the New York City Human Rights Law, or that its unlawful actions against White were so reckless as to amount to a disregard of White’s rights, so that in addition to all the damages inflicted upon White and in addition to all the measures of relief to which White may properly be entitled herein, Lighthouse should additionally be required to pay punitive damages as punishment for its discriminatory conduct

in the further amount of Three Million (\$3,000,000) Dollars, in order to deter Lighthouse and others similarly situated from engaging in such conduct in the future.

52. White, therefore, seeks compensatory damages in the this Cause of Action, including, among other things, the emotional harm inflicted upon her in the sum of Two Million (\$2,000,000) Dollars, and an additional and further sum of Three Million (\$3,000,000) Dollars for punitive damages, making a total of Five Million (\$5,000,000) Dollars in this Cause of Action, plus prejudgment interest, the costs of this action, as well as reasonable attorney's fees.

**AS FOR A SECOND CAUSE OF ACTION ON BEHALF
OF WHITE AGAINST LIGHTHOUSE FOR RETALIATION
IN VIOLATION OF CHAPTER 1, TITLE 8, §8-107(7) OF
THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK**

53. White repeats, re-alleges and incorporates in full paragraphs 1 through 43 of this Complaint as though fully set forth at length herein.

54. Each time that White complained of the discriminatory conduct to which she was subjected, she was engaged in a protected activity under the New York City Human Rights Law, of which Lighthouse was aware.

55. As a proximate result of White engaging in protected activity under the New York City Human Rights Law, White suffered adverse employment action that was causally connected to her complaint of discrimination, including her termination.

56. Lighthouse's unlawful conduct has adversely affected White in her employment, her emotional well-being, the quality of her life and her life's normal pursuits and White believes that the injuries inflicted upon her, which were a direct result of the occurrences complained of herein, have and will continue to cause White damage.

57. The aforementioned acts of Lighthouse constitute unlawful retaliation against White in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(7) of the New York City Human Rights Law, which provides, inter alia, that:

It shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter . . .

58. As a direct and proximate result of Lighthouse's violation of the New York City Human Rights Law, Lighthouse is liable to White pursuant to §8-502 of said statute for "damages" and pursuant to §8-502(f) of said statute "for costs and reasonable attorney's fees," as provided for under the law.

59. As a direct and proximate result of Lighthouse's retaliatory conduct complained of herein, White has suffered damages, injuries and losses, both actual and prospective, which include damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which White alleges to be in the amount of Two Million Dollars (\$2,000,000).

60. Here, the egregious and outrageous conduct of Lighthouse was committed so clearly with reckless indifference in the face of a perceived risk that its actions would violate White's protected rights under the New York City Human Rights Law and, in addition to the damages inflicted upon White and in addition to the measures of relief to which White may properly be entitled herein, Lighthouse should also be required to pay punitive damages as punishment for its reprehensible conduct in the further amount of Three Million Dollars (\$3,000,000) in order to deter Lighthouse and others similarly situated from such conduct in the future.

61. White, therefore, seeks judgment against Lighthouse on this second cause of action, including, among other things, for compensatory damages in the sum of Two Million Dollars (\$2,000,000), and the additional further sum of Three Million Dollars (\$3,000,000) in punitive damages, together with costs, pre-judgment interest and reasonable attorney's fees on this cause of action, making a total claim of Five Million Dollars (\$5,000,000).

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST BROWN
INDIVIDUALLY FOR AIDING AND ABETTING DISCRIMINATION
& RETALIATION IN VIOLATION OF CHAPTER I, TITLE 8, §8-107(6)
OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK**

62. White repeats, re-alleges and incorporates in full paragraphs 1 through 43 of this Complaint, as though fully set forth at length herein.

63. As more specifically detailed in prior paragraphs of this Complaint, all of which are deemed a part hereof, Brown aided, abetted and compelled the discrimination against White, so that

Brown should be held personally liable.

64. The aforementioned acts of Brown constitute unlawful aiding and abetting against White in violation of §8-107(6) of the New York City Human Rights Law, which states, *inter alia*:

It shall be an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this chapter, or to attempt to do so.

65. Brown aided and abetted the City of New York to engage in the conduct complained of and, as a direct result, White has and will continue to suffer, among other things, a significant loss of income and benefits, emotional injuries, as well as other losses associated with the effects of Lighthouse's conduct upon White's employment, career and life's normal pursuits.

66. As a direct and proximate result of Brown's violation of the New York City Human Rights Law, Brown is individually liable to White pursuant to §8-502(a) of said statute for damages and pursuant to §8-502(f) of said statute for "costs and reasonable attorney's fees," as has been judicially established.

67. White, therefore, seeks compensatory damages in this cause of action including, among other things, for loss of earning capacity and for the emotional pain and suffering White has been caused to suffer, which White alleges to be in the amount of Two Million Dollars (\$2,000,000).

68. Here, Brown's conduct towards White that he acted with wilful or wanton negligence, or recklessness, or a conscious disregard of White's rights under the New York City Human Rights Law, or that its unlawful actions against White was so reckless as to amount to a disregard of White's rights, so that in addition to all the damages inflicted upon White and in addition to all the measure of relief to which White may properly be entitled herein, Brown should additionally be required to pay punitive damages as punishment for its discriminatory conduct in the further amount of Three Million (\$3,000,000) Dollars, in order to deter Brown and others similarly situated from engaging in such conduct in the future.

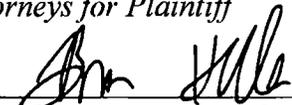
69. White, therefore, seeks compensatory damages in this third cause of action, including, among other things, the emotional harm inflicted upon him in the sum of Two Million (\$2,000,000) Dollars, and an additional and further sum of Three Million (\$3,000,000) Dollars for punitive damages, making a total of Five Million (\$5,000,000) Dollars in this third cause of action, plus prejudgment interest, the costs of this action, as well as reasonable attorney's fees.

WHEREFORE, White demands judgment on the first cause of action against Lighthouse in the sum of Two Million Dollars (\$2,000,000) in compensatory damages and the further and additional sum of Three Million Dollars (\$3,000,000) in punitive damages for a total of Five Million Dollars (\$5,000,000); on the second cause of action against Lighthouse in the sum of Two Million Dollars (\$2,000,000) in compensatory damages and the further and additional sum of Three Million Dollars (\$3,000,000) in punitive damages for a total of Five Million Dollars (\$5,000,000); on the third cause of action against Brown in the sum of Two Million Dollars (\$2,000,000) in compensatory

damages and the further and additional sum of Three Million Dollars (\$3,000,000) in punitive damages for a total of Five Million Dollars (\$5,000,000); so that, for all causes of action, White seeks a total of Fifteen Million Dollars (\$15,000,000), plus costs, pre-judgment interest and attorney's fees, and for such other relief as this Court deems just and proper.

SCHWARTZ PERRY & HELLER, LLP

Attorneys for Plaintiff

By:  _____

DAVIDA S. PERRY

BRIAN HELLER

3 Park Avenue, 27th Fl.

New York, New York 10016

(212) 889-6565

SUPREME COURT OF THE STATE OF NEW YORK
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MARCIA WHITE,

Plaintiff,

-against-

LIGHTHOUSE ACADEMIES, INC.,
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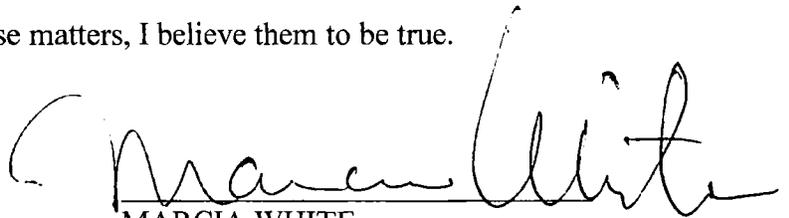
Defendants.

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STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

MARCIA WHITE, being duly sworn, says:

I am the Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.


MARCIA WHITE

Sworn to me this 1st
day of August 2018


NOTARY PUBLIC

Victoria Borrero
Notary Public, State of New York
No. 01BO6357792
Qualified in Queens County
Commission Expires April 24, 2021