

Approved, SCAO

1st copy - Defendant

2nd copy - Return

CAJ

STATE OF MICHIGAN

JUDICIAL DISTRICT

22ND JUDICIAL CIRCUIT

COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

10-679-CD

Imotny P. Connors

Court telephone no.

(734) 222-3383

Court address

101 E. HURON STREET, P.O. BOX 8645, ANN ARBOR, MI 48107

Plaintiff's name(s), address(es), and telephone no(s).

LACONDA HICKS

Plaintiff's attorney, bar no., address, and telephone no.

DARRYL K. SEAGRS (P54997)
485 ORCHARD LAKE ROAD
PONTIAC, MI 48341
(248) 334-1587

Defendant's name(s), address(es), and telephone no(s).

SHERI WASHINGTON
235 SPENCER LANE
YPSILANTI, MI 48198
(734) 481-8200FILED
WASHTENAW COUNTY, MI
2010 JUN 24 A 8:55
LAWRENCE AESTENBAUM
COUNTY CLERK/REGISTER**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued

This summons expires

SEP 23 2010

Court clerk

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT

Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

General Civil Cases

- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)

6904 Pebblecreek Woods Drive, West Bloomfield, MI 48322

Defendant(s) residence (include city, township, or village)

Place where action arose or business conducted
WASHTENAW COUNTY, MICHIGAN

06/24/2010

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

CN

LACONDA HICKS, Ed.D.

Plaintiff,

vs.

Case No. 10-679 CD

Hon. **Timothy P. Connors**

SHERI WASHINGTON and THE
WILLOW RUN COMMUNITY SCHOOLS,
a body corporate, jointly and severally,

Defendants.

Darryl K. Segars (P54997)
Hatchett, DeWalt & Hatchett, P.L.L.C.
Attorneys for Plaintiff
485 Orchard Lake Road
Pontiac, Michigan 48341
Telephone: (248) 334-1587
Facsimile: (248) 334-9199
Email: segarslaw@hotmail.com

COMPLAINT AND DEMAND FOR JURY TRIAL

There is no civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

Plaintiff, **Laconda Hicks, Ed.D.** ("Dr. Hicks"), by and through her attorney, Darryl K. Segars, for her Complaint, against Defendants **Sheri Washington** and **Willow Run Community Schools (WRCS)**, jointly and severally, states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a resident of Oakland County, Michigan, and at all times relevant to this cause of action conducted business in Washtenaw County, Michigan.

LAW FIRM OF

HATCHETT,
DEWALT & HATCHETT,
P.L.L.C.

185 ORCHARD LK. RD.

PONTIAC, MICHIGAN

48341-2150

(248) 334-1587

3. Washington is a resident of and conducts business in Washtenaw County, Michigan.

4. The Court has jurisdiction over this matter as the amount in controversy exceeds \$25,000, exclusive of interest, costs, and attorney fees.

5. The Court has jurisdiction over the Defendants as they conduct business in Washtenaw County, Michigan on a regular and systematic basis.

6. Venue is proper in this Court since the parties reside and/or conduct business in Washtenaw County, Michigan and all of the causes of action alleged herein arose in Washtenaw County, Michigan.

GENERAL ALLEGATIONS

7. This is an action for wrongful discharge, violation of Michigan's Whistleblower Protection Act, MCL 15.361 et seq, and breach of contract.

8. Plaintiff's claims arise out of a contractual employment relationship with Defendant WRCS; a copy of the employment contract between Plaintiff and WRCS is already in the Defendants' possession and shall, hereinafter, be referred to as "the Hicks/WRCS agreement."

9. Plaintiff began her employment with WRCS in September 2007 as its Director of Special Education, which position she held until she was terminated.

10. Throughout the course of her employment with Defendants, Plaintiff performed her job duties in a manner that was satisfactory or better.

11. On September 15, 2009, Dr. Hicks was assaulted, verbally and otherwise, in her office by Defendant Washington.

12. On September 15, 2009, Dr. Hicks reported the assault to the Washtenaw County Sherriff's Department.

13. On September 16, 2009, Defendant Washington, and the rest of the WRCS Board of Education, were apprised of the fact that Dr. Hicks had reported Defendant Washington's assault to the Washtenaw County Sheriff's Department.

14. Following the disclosure of Dr. Hicks' reporting of Defendant Washington's assault to the Washtenaw County Sheriff's Department, Defendants, at the insistence of Defendant Washington, engaged the services of an auditor/investigator to investigate Dr. Hicks' employment activity.

15. Upon information and belief, the auditor/investigator, following a covert investigation, found no wrongdoing on the part of Dr. Hicks.

16. Despite the fact that the auditor/investigator hired by the District to uncover Dr. Hicks' alleged improprieties found no wrongdoing, Defendant Washington charged Dr. Hicks with several allegations of misconduct as it relates to her employment with WRCS and she was placed on administrative leave by the Defendants; receiving notice of same on or after March 26, 2010.

17. On or about May 25, 2010, Dr. Hicks received notice from WRCS that she was terminated.

18. At all pertinent times prior to Dr. Hicks' termination of employment with WRCS, the Defendants were aware of Dr. Hicks' disclosures, discussed in paragraphs 11-13, *supra*.

19. Dr. Hicks' being accused of misconduct, being placed on administrative leave and her ultimate termination were all motivated by the Defendants' knowledge of her disclosures, discussed in paragraphs 11-13, *supra*.

MICHIGAN'S WHISTLEBLOWER PROTECTION ACT

20. Plaintiff repeats and realleges paragraphs 1 through 19 set forth above with the same force and effect as though set forth in full herein.

21. Plaintiff Dr. Hicks was an employee and Defendants, WRCS and Washington, were her employer, covered by and within the meaning of Michigan's Whistleblower Protection Act, Mich. Comp. Laws 15.361 et seq; Mich. Stat. Ann. 17.428(1).

22. Defendants, by their agent(s), were aware that Plaintiff Dr. Hicks had reported violations or suspected violations of law to a public body.

23. Defendants terminated Plaintiff's employment and otherwise retaliated against her because she had reported violations or suspected violations of law, regulations or rules.

24. The aforementioned violations or suspected violations of law include, but are not limited to, those matters set forth in paragraphs 11-13, *supra*.

25. Defendants' actions were intentional and in disregard of Plaintiff's rights and sensibilities.

26. The retaliatory conduct of Defendants and their agents is a violation of Michigan's Whistleblowers' Protection Act, Mich. Comp. Laws 15.362; Mich. Stat. Ann. 17.428(2).

27. As a direct and proximate result of the violation of Dr. Hicks' rights as alleged, she has suffered loss of earnings and earning capacity, past and future lost earnings, the value of fringe and pension benefits; she has sustained mental and emotional distress, embarrassment, humiliation, anxiety about the future, damage to

her good name and reputation, and loss of the ordinary pleasures of everyday life, including the right to pursue a gainful occupation of her choice.

COUNT II

BREACH OF EMPLOYMENT CONTRACT

28. Plaintiff repeats and realleges paragraphs 1 through 27 set forth above with the same force and effect as though set forth in full herein.

29. Dr. Hicks and WRCS entered into the Hicks/WRCS agreement whereby WRCS agreed not to discharge Dr. Hicks from WRCS so long as she performed her job duties. Further, while employed by WRCS, Dr. Hicks was led to believe that she would not be terminated except for good cause.

30. Dr. Hicks relied upon the Hicks/WRCS agreement and the policies, statements and representations of WRCS, through its agents, servants, or employees. As a result, there was a contractual agreement between Dr. Hicks and WRCS by which WRCS was obligated to terminate Dr. Hicks' employment only for good cause.

31. As a result of WRCS' termination of Dr. Hicks' employment, WRCS breached the contract described above.

32. As a direct and proximate result of the breach of contract, Dr. Hicks has suffered loss of earnings and earning capacity, past and future lost earnings, the value of fringe and pension benefits; she has sustained mental and emotional distress, embarrassment, humiliation, anxiety about the future, damage to her good name and reputation, and loss of the ordinary pleasures of everyday life, including the right to pursue gainful occupation of her choice.

RELIEF REQUESTED

Plaintiff demands judgment against Defendants as follows:

A. Legal Relief:

1. Compensatory damages in whatever amount above \$25,000 she is found to be entitled;
2. Exemplary damages in whatever amount above \$25,000 she is found to be entitled;
3. A judgment for lost wages and benefits in whatever amount she is found to be entitled.
4. An award of interest, costs and reasonable attorney fees.

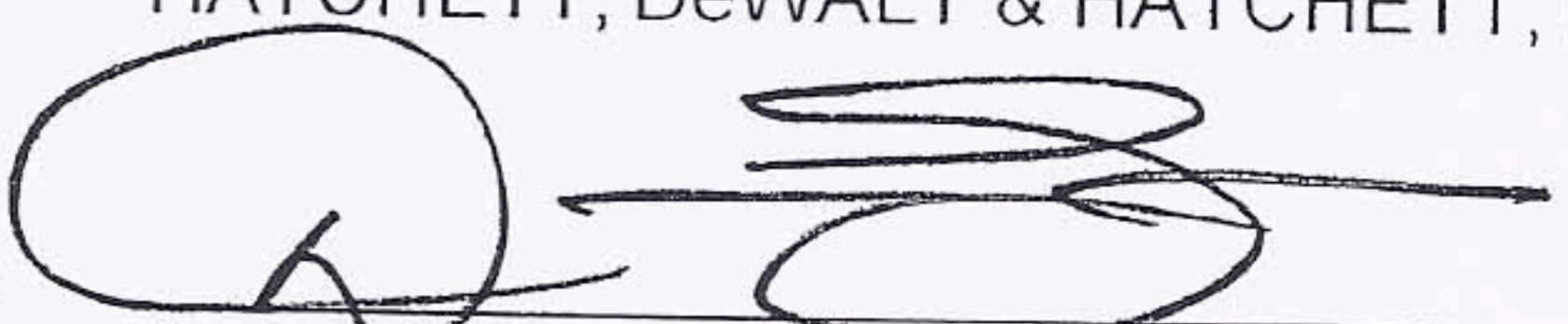
B. Equitable Relief:

1. An Order from this Court placing Plaintiff in the position she would have held had there been no wrongdoing by Defendants.
2. An injunction order from this Court prohibiting any further acts of wrongdoing.
3. An award of interest, costs and reasonable attorney fees.
4. An Order compelling removal of all letters, emails and other documents related to charges and wrongful dismissal contained in any personnel or personal files relating to Plaintiff.

Whatever other legal or equitable relief deemed appropriate at the time of final judgment.

Respectfully submitted,

HATCHETT, DeWALT & HATCHETT, P.L.L.C.

By: 

Darryl K. Segars (P54997)
Attorneys for Plaintiff
485 Orchard Lake Road
Pontiac, Michigan 48341
(248) 334-1587

Dated: June 22, 2010