STATE OF NEW YORK	
COUNTY OF NEW YORK	
	X
STEVEN WHITE, individually, and as a	:
resident and taxpayer within the East Ramapo	:
Central School District ("ERCSD"), and on	:
behalf of the class of all residents and taxpayers	:
within the ERCSD, and BETTY CARMAND,	:
individually and as a resident and parent and	:
natural guardian of D.E. and S.L., infants and	:
students attending public schools within the	:
ERCSD, and on behalf of the class of all	•
public school parents and students within	•
the ERCSD,	•
the Ercest,	•
Plaintiffs,	:
	:
-against-	:
EDCOD DO ADD OF EDUCATION (1 40 1 1	•

ERCSD BOARD OF EDUCATION (the "School : Board"), YEHUDA WEISSMANDL, President of : the ERCSD School Board; HARRY GROSSMAN, : Vice President of the ERSCD School Board; : BERNARD L. CHARLES, JR., YONAH : ROTHMAN, MOSHE HOPSTEIN, YAKOV : ENGEL, PIERRE C. GERMAIN, JACOB : J. LEFKOWITZ, ELIYAHU SOLOMON, DANIEL: SCHWARTZ, MOSES FRIEDMAN, Members and : Former Members of the ERCSD School Board, and : MORGAN, LEWIS & BOCKIUS, LLP, and : PROSKAUER ROSE LLP, :

Defendants.	
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TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiffs' Attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

INDEX NO.:

SUMMONS

Plaintiffs designate New York County as the place of the jury trial.

Dated: August 3, 2015 New York, New York

ADVOCATES FOR JUSTICE

By: /s/ Laura D. Barbieri Laura D. Barbieri lbarbieri@advocatesny.com

ADVOCATES FOR JUSTICE CHARTERED ATTORNEYS

By: /s/ Arthur Z. Schwartz Arthur Z. Schwartz aschwartz@afjlaw.com

225 Broadway, Suite 1902 New York, New York 10007 (212) 285-1400, ext 712 - office (212) 285-1410 - fax (914) 819-3387 - cell

STATE OF NEW YORK COUNTY OF NEW YORK

STEVEN WHITE, individually, and as a resident and taxpayer within the East Ramapo Central School District ("ERCSD"), and on behalf of the class of all residents and taxpayers within the ERCSD, and BETTY CARMAND, individually and as a resident and parent and natural guardian of D.E. and S.L., infants and students attending public schools within the ERCSD, and on behalf of the class of all public school parents and students within the ERCSD,

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Plaintiffs,

-against-

ERCSD BOARD OF EDUCATION (the "School Board"), YEHUDA WEISSMANDL, President of the ERCSD School Board; HARRY GROSSMAN, : Vice President of the :ERSCD School Board; :BERNARD L. CHARLES, JR., YONAH :ROTHMAN, MOSHE HOPSTEIN, YAKOV :ENGEL, PIERRE C. GERMAIN, JACOB :J. LEFKOWITZ, ELIYAHU SOLOMON, DANIEL: SCHWARTZ, MOSES FRIEDMAN, Members and :Former Members of the ERCSD School Board, and :MORGAN, LEWIS & BOCKIUS, LLP, and :PROSKAUER ROSE LLP, :

Defendants,

AND

The EAST RAMAPO CENTRAL SCHOOL DISTRICT,

As a Necessary Party.

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INDEX NO.:

CLASS ACTION
VERIFIED COMPLAINT

Plaintiffs, by their undersigned counsel, allege as and for their Verified Complaint as follows:

INTRODUCTION

- 1. This action arises as a consequence of the breach of fiduciary duty by Defendants the School Board and its current and former Board Members (collectively "School Board Defendants"), and the breach of fiduciary duty and unjust enrichment by Defendants Morgan Lewis & Bockius LLP and Proskauer Rose LLP ("the Law Firm Defendants"), due to hiring excessively expensive attorneys, imposing excessive hourly rates and excessive time charges, and utilizing improper billing practices and overcharges upon the Plaintiffs, public school parents, students, and taxpayers of the East Ramapo Central School District ("District"), causing Plaintiffs' to suffer ongoing and irreparable injury and harm. Plaintiffs seek compensatory and punitive damages, restitution, prohibitory and affirmative injunctive relief, an award of costs and attorneys' fees, and such other and further relief that the Court deems equitable and just.
- 2. In this suit Plaintiffs allege *inter alia* that the School Board Defendants have improperly and in breach of their fiduciary duties knowingly and intentionally mismanaged the finances of the District for which they are responsible by hiring and paying the Law Firm Defendants and paying them excessive legal fees, time charges, and hourly rates, particularly given the limited financial resources of the District, the community standards for the price and value of such legal work, and the availability of other competent counsel whose hourly rates are a fraction of those the School Board Defendants paid to the Law Firm Defendants, and in clear conflict of interest with their own personal and pecuniary interests, all of which violates their fiduciary responsibilities to Plaintiff public school students, parents, and taxpayers.
- 3. At all relevant times, all Defendants, acting individually and collectively, have knowingly and intentionally breached the fiduciary duties that are owed to Plaintiff students,

parents, and taxpayers to prevent Defendants from being unjustly enriched by the payment of excessive legal fees for the legal services rendered.

- 4. In 2014, an independent fiscal monitor was appointed by the New York State
 Department of Education to investigate the operations of the District and the School Board
 Defendants and report to the New York State Commissioner of Education and the Board of
 Regents his findings and recommendations. The monitor, Henry M. Greenberg, Esq., following
 his 5-month investigation, explicitly found, *inter alia*, the School Board Defendants mismanaged
 the District's finances causing fiscal impairment to the point of "fiscal crisis", wasted public
 funds, paid excessive legal fees, and misled the community regarding its prospective dealings
 with its counsel, Minerva & D'Agostino, LLP.¹
- 5. In a February 2015 monitoring report, NYSED explicitly found that the District lacked appropriate programs, materials, and translation programs for English Language Learners ("ELL").²
- 6. In June 2015, NYSED issued a "failing grade" report to Defendant School Board wherein NYSED gave the Defendants the lowest possible grade for effectiveness on ten measures, explicitly finding the Defendant School Board and the District do not have good systems for recruiting and evaluating staff, have staff shortages in key areas, and do not have a financial strategy to evaluate the impact of its limited resources.³ NYSED also found the

¹ Henry M. Greenberg, *East Ramapo: A School District in Crisis* (Nov. 17. 2014), *available at* http://www.regents.nysed.gov/common/regents/files/ERFiscalMonitor.pdf. The School Board Defendants had committed to fire the School Board's law firm, Minerva and D'Agostino, following repeated incidents of its members and associates verbally abusing the ERCSED student body and community; the School Board Defendants failed to follow through on their promise.

² Office of Bilingual Education and World Languages Monitoring Report, New York State Department of Education (Feb. 25, 2015), available at https://s3.amazonaws.com/s3.documentcloud.org/documents/2109116/states-east-ramapo-ell-report.pdf.

³ Diagnostic Tool for School and District effectiveness, University of the State of New York Education Department (July, 2015), *available at* https://s3.amazonaws.com/s3.documentcloud.org/documents/2109718/state-evaluation-of-east-ramapo.pdf.

Defendant School Board and the District do not use data effectively or do a good job at ensuring consistent curricula.

- 7. In July 2015, Plaintiffs discovered that the Supreme Court of the County of Nassau, in an action commenced by the ERCSD against their insurer, NYSIR, Index No. 600963/2013, had explicitly found that the "members of a school board are under a fiduciary duty to the taxpayers of the school district" and legal fees expended by the School Board Defendants to the Law Firm Defendants to defend them against claims, including those in the federal case *Montesa v. Schwartz*, pending in the Southern District of New York, were excessive. The Court also found the hourly rates and time expended by the Law Firm Defendants was excessive.
- 8. Despite these explicit findings, Defendants continued their unlawful acts and omissions, including the continued employment and payment of the unreasonably high priced Law Firm Defendants by the School Board Defendants, and further, failed to attempt to recoup the excessive fees paid for overpriced legal services causing Plaintiffs to suffer and continue to suffer irreparable injuries and harm.
- 9. Plaintiffs bring this action to seek immediate redress for Defendants' unlawful and irreparable harm their actions and omissions are inflicting on the District's students, parents, and taxpayers, which Plaintiffs represent.

⁴ E. Ramapo Cent. Sch. Dist. v. N.Y. Sch. Ins. Reciprocal, Index No. 600963/2013 (June 15, 2015) (citing Roslyn School Board v. Barkan, 16 N.Y.S.3d 643 (2001)). See http://poweroften.us/wp-content/uploads/2015/07/Order-of-Court-June-2015.pdf.

⁵ Montesa v. Schwartz, 12 CV 06057 (CS) (JCM).

⁶ E. Ramapo Cent. Sch. Dist. v. N.Y. Sch. Ins. Reciprocal, Index No. 600963/2013 (June 15, 2015). See http://poweroften.us/wp-content/uploads/2015/07/Order-of-Court-June-2015.pdf.

⁷ *Id*.

- 10. Plaintiffs have no adequate remedy at law. Unless Defendants and their agents and employees are preliminarily and permanently restrained, Plaintiffs will continue to suffer immediate and irreparable harm from the actions and omissions of Defendants.
- Plaintiffs are not required to exhaust administrative remedies because (1)

 Plaintiffs are threatened with irreparable harm; (2) Plaintiffs are challenging Defendants' actions and omissions that are contrary to law; (3) exhaustion of administrative remedies is futile and will not provide Plaintiffs with adequate relief; and (4) no adequate administrative procedure exists to provide Plaintiffs with the relief requested.
- 12. Plaintiffs have been subjected to ongoing harm, which gives rise to a reasonable expectation of continuing to suffer the same unlawful actions and omissions during the upcoming school year and thereafter unless and until this Court acts by enjoining Defendants and provides the requested relief.

PARTIES, JURISDICTION, AND VENUE

Class Action Allegations: Resident Taxpayers

- 13. Plaintiff Steven White lives at 10 Garden Place, Spring Valley, New York, which is within the confines of the East Ramapo Central School District. Plaintiff White is a federal, state, city, and municipal taxpayer, and pays property taxes, a portion of which supports the ERCSD public schools.
- 14. Plaintiff White brings this action not only on behalf of himself but also on behalf of all resident taxpayers within the confines of the ERCSD.
- 15. The class of ERCSD taxpayers is comprised of all the taxpayers within the ERCSD who pay school taxes, of which there are over 10,000 individuals, who make up this class. This class is so numerous that joinder of all members is impracticable.

- 16. The questions of fact and law are common to the class. The claims or defenses of the representative parties are typical of the claims or defenses of the class. Indeed the facts pertaining to Plaintiff White are substantially the same, as is the application of the law; further the harm experienced by White as a resident taxpayer is virtually identical to the harm experienced by all other resident taxpayers.
- 17. The representative party, plaintiff White, will fairly and adequately protect the interests of the class.
 - 18. Finally, the relief requested appropriately applies to the class as a whole.

Class Action Allegations: Resident Public School Parents and Students

- 19. Plaintiff Betty Carmand lives at 30 Spring Valley Commons, Spring Valley, New York, which is within the confines of the ERCSD. Plaintiff Carmand is also a parent of public school students, D.E. and S.L., who attend public schools within the ERCSD. Plaintiff Carmand brings this action not only on behalf of herself and her daughter and son, but also on behalf of the approximate 9,000 public school students in the District and the over 9,000 public school parents and/or guardians of the public school children all of whom reside within the ERCSD.
- 20. There are approximately 9,000 students now in the public schools in the ERCSD. The class of resident public school parents and their student children who attend ERCSD public schools is made up of at least these 9,000 students and at least 9,000 parents, assuming one parent or guardian per child; most likely, the number of public school parents is significantly greater, since many public school students have two parents. This class also is so numerous that joinder of all members is impracticable.
- 21. The questions of fact and law are common to the class. The claims or defenses of the representative parties are typical of the claims or defenses of the class. Indeed the facts

involving Plaintiff Carmand are substantially the same, as is the application of the law; further the harm experienced by Plaintiff Carmand and her daughter and son are virtually identical to the harm experienced by all other resident public school parents and students.

- 22. The representative party, Plaintiff Carmand, will fairly and adequately protect the interests of the class.
 - 23. Finally, the relief requested appropriately applies to the class as a whole.
- 24. At all relevant times, Defendants' acts or omissions have resulted in the denial of Plaintiff students' educational opportunities and their right to a sound basic education in violation of the law and will continue to result in such harm and injury unless Defendants are enjoined.
- 25. At all relevant times, Defendants' acts and omissions have caused Plaintiff students' academic harm and Plaintiff students will continue to experience harm and injury to their academic careers unless Defendants are enjoined.
- 26. At all relevant times, Defendants' acts and omissions have denied Plaintiff students educational services to which they are entitled as a matter of law.

Defendants

27. Defendant School Board is a Board of Education authorized by Section 2503 of the N.Y. Educ. Law to administer the ERCSD; the Defendant School Board was and continues to be the official body charged with the responsibility for developing and maintaining prudently fiscal and educationally sound policies and practices with respect to the administration and operation of the public schools in the District for the benefit of Plaintiff students, parents, and taxpayers. N.Y. Educ. Law. § 2503.

- 28. Defendant School Board is comprised of nine (9) elected members, who at all times relevant, failed to execute their collective and individual fiduciary responsibilities for the benefit of Plaintiffs.
- 29. Defendant Daniel Schwartz was a member of the School Board during some or all of the period between July 2011 and April 22, 2013, and served as President of the Board.
- 30. Defendant Yehuda Weissmandl was a member of the School Board during some or all of the period from 2011 to present, is currently on the School Board, and serves as President of the Defendant Board.
- 31. Defendant Moses Friedman was a member of the Board during some or all of the period from May 18, 2010 to June 2014.
- 32. Defendant Moshe Hopstein was a member of the Board during some or all of the period from July 2008 to present, and is currently on the Board.
- 33. Defendant Eliyahu Solomon was a member of the Board during some or all of the period from July 2009 to present, and is currently on the Board.
- 34. Defendant Jonah Rothman was a member of the Board during some or all of the period from July 2012 to June 2015.
- 35. Defendant Bernard I. Charles, Jr. was a member of the Board during some or all of the period from July 2013 to present, and is currently on the Board.
- 36. Defendant Pierre Germain was a member of the Board during some or all of the period from July 2013 to the present, and is currently on the Board.
- 37. Defendant Harry Grossman was a member of the Board during some or all ot he period from 2014 to the present, and is currently on the Board.

- 38. Defendant Jacob J. Lefkowitz was a member of the Board during some or all of the period from 2012 to 2015.
- 39. Defendant Joel Klein was and is at all relevant times Superintendent or interim Superintendent of Schools for the District from March 2011 to present.
 - 40. Defendant Israel Bier was and is at all relevant times Treasurer for the District.
- 41. Defendant Morgan Lewis & Brockius (having acquired and/or merged with Bingham McCutchen, LLP) is a large law firm with offices at 399 Park Avenue, New York, NY 10022-4689.
- 42. Defendant Proskauer Rose LLP is a large law firm with offices at Eleven Times Square, New York, NY 10036.
- 43. Defendants are, and were at all times relevant herein, elected officers, employees, and/or agents of the District. Defendants are and were at all relevant times herein, acting in a manner that was *ultra vires* and in bad faith.
- 44. The ERCSD receives federal, State, and local education funds for the benefit of public school students.
 - a. The School Board Defendants control these funds because they operate as a voting bloc on the School Board with the intent to commit the unlawful acts and practices complained of herein.
 - b. The School Board Defendants are responsible for providing Plaintiff students with educational opportunities and a sound basic education.
 - c. The School Board Defendants are responsible for providing Plaintiffs students with the educational services to obtain a sound basic education, including

- materials, teachers, books, and all the others tools necessary for plaintiffs' students to academically become productive members of society.
- 45. The School Board Defendants are charged, as a matter of law, with the responsibility of their office as members of the School Board, in that they must comply with all of the laws of these United States and must fulfill their fiduciary responsibilities to Plaintiff students, parents, and taxpayers and their individual and collective obligations to the public trust. This they failed to do.
- 46. The Law Firm Defendants are charged, as a matter of law, with improperly and in breach of their fiduciary responsibilities to Plaintiffs to operate in a lawful manner, engaged in overbilling and improper billing practices, including by block billing, have unjustly enriched themselves to the harm and detriment of Plaintiffs.
- 47. The legal services provided by the Law Firm Defendants were performed in part in New York City, and the Law Firm Defendants have offices in New York County.
 - 48. Venue is proper in New York County.

CLASS ACTION ALLEGATIONS

49. Plaintiffs are representatives of a pending class of plaintiffs that comprise two subclasses: (a) a plaintiff who is a parent of public school students who attend and/or will attend ERCSED public schools, and who sues on behalf of herself and on behalf of other public school parents of present and future ERCSD public school students; and, (b) a plaintiff who pays local, state, and federal taxes, including school taxes, and who sues on behalf of himself and all similarly situated taxpayers within the ERCSD.

- 50. Pursuant to Article 9 of the Civil Practice Law and Rules (C.P.L.R.), certification of the proposed classes identified in ¶ 45 (a) and (b) meet the requirements of CPLR § 901(a)(1)-(5), namely,
 - (i) the classes are so numerous that joinder of all respective members is impractical (the number of public school children exceed 9,000 and the number of ERCSD taxpayers exceed 10,000);
 - (ii) there are questions of law and fact common to the classes that predominate over any questions affecting individual members, including, for example, the manner and means defendants breached their fiduciary duties to the members of both classes;
 - (iii) the claims and defenses of the representative parties are typical of the claims and defenses of the classes, including the claims of defendants' breaches of fiduciary duties;
 - (iv) the representative parties will fairly and adequately protect the interests of the classes, given that plaintiffs a parent and a taxpayer represent respective and similarly situated parents and taxpayers; and
 - (v) a class action is superior to other available methods for the fair and efficient adjudication of the action.

STATEMENT OF RELEVANT FACTS

A. DEFENDANTS OWE PLAINTIFFS FIDUCIARY RESPONSIBILITIES INCLUDING THE DUTIES OF LOYALTY AND CARE

51. Defendants owe fiduciary duties to Plaintiffs.⁸

⁸ Roslyn Union Free School Dist. v Barkan, 950 N.E.2d 85 (N.Y. 2011), describing fiduciary responsibilities to taxpayers.

- 52. Defendants owe fiduciary duties to the District, which includes Plaintiff parents and students, and the community, including Plaintiff taxpayers, whom they individually and collectively serve, including the duty of care and the duty of loyalty.⁹
- 53. The Defendant Board's own written policies acknowledge and admit the duties of care and loyalty the Board and its members owe to the community and the public school children of the District.¹⁰
 - a. The Board and its staff have a responsibility for each student's education. 11
 - b. The Board has a duty to review and evaluate the effectiveness of its own internal operations. 12
 - c. As elective representatives, the Board has a duty to consider the needs and desires of the community in establishing educational policy.¹³
 - d. Board Members have a duty to publically disclose the nature and extent of any interest they have, will have, or later will acquire in any actual or proposed

N.Y.S. Ed. Dep't., *Statement on the Governance Role of a Trustee or Board Member* 4 (Revised May 2010), *available at* http://www.regents.nysed.gov/common/regents/files/documents/about/stmt07.pdf.

Policies of the East Ramapo Central School District, East Ramapo Central School District (last updated Aug. 28, 2013),

http://eram k12.ny.us/education/components/docmgr/default.php?sectiondetailid=58422&catfilter=ALL#showDoc.

East Ramapo Central School District, East Ramapo Board of Education Policies and Administrative Regulations, § 5000, available at

 $http://eram\ k12.ny.us/education/page/download.php?fileinfo=NTAwMF8tX0dvYWxzX29mX1N0dWRlbnRfUG9sa\ WNpZXMucGRmOjo6L3d3dy9zY2hvb2xzL3NjL3JlbW90ZS9pbWFnZXMvZG9jbWdyLzIwODVmaWxlOTgyMy5wZGY=§iondetailid=58422.$

¹² Id. § 0310, available at

 $http://eram\ k12\ ny.us/education/page/download.php?fileinfo=MDMxMF8tX0V2YWx1YXRpb25fb2ZfQm9hc\ mRfb2ZfRWR1Y2F0aW9uX09wZXJhdGlvbmFsX1Byb2NlZHVyZXMucGRmOjo6L3d3dy9zY2hvb2xzL3NjL3JlbW90ZS9pbWFnZXMvZG9jbWdyLzIwNzlmaWxlOTY2OC5wZGY=§iondetailid=58422.$

Id. § 1000, available at http://eram k12 ny.us/education/page/download.php?fileinfo=MTAwMF8tX0NvbW11bml0eV9SZWxhdGlvb nNfR29hbHMucGRmOjo6L3d3dy9zY2hvb2xzL3NjL3JlbW90ZS9pbWFnZXMvZG9jbWdyLzIwODFmaWx lOTY4Ni5wZGY=§iondetailid=58422.

- contract, purchase agreement, lease agreement or other agreement involving the school district, including oral agreements.¹⁴
- e. Board Members have a duty to avoid conflicts of interest. 15
- f. The Board has a duty to develop and maintain optimal educational and instructional programs. 16
- g. The Board has a duty to ensure a free an appropriate education in the least restrictive environment to children with disabilities.¹⁷
- h. The Board has a duty to ensure that children with disabilities are not discriminated against.¹⁸
- i. The Board has a duty to establish sound fiscal management policies based on, inter alia, spending district funds efficiently and judiciously to bring the greatest benefit to the district.¹⁹

ndetailid=58422.

¹d. § 2160.5, available at http://eram k12 ny.us/education/page/download.php?fileinfo=MjE2MC1jb2RlLW9mLWV0aGljcy5wZGY6O jovd3d3L3NjaG9vbHMvc2MvcmVtb3RlL2ltYWdlcy9kb2NtZ3IvMjA4MmZpbGU5NzA2LnBkZg==§io

 $^{{\}it Id. } \$ \ 2170, available \ at \\ http://eram \ k12 \ ny.us/education/page/download.php?fileinfo=MjE3MF8tX0JvYXJkX01lbWJlcl9Db25mbGljdF9vZl9JbnRlcmVzdC5wZGY6Ojovd3d3L3NjaG9vbHMvc2MvcmVtb3RlL2ltYWdlcy9kb2NtZ3IvMjA4MmZpbGU5NzA3LnBkZg==§iondetailid=58422.$

 $^{{\}it Id. § 4000, available at } \\ http://eram k12 ny.us/education/page/download.php?fileinfo=NDAwMF8tX0luc3RydWN0aW9uYWxfR29hb \\ HMucGRmOjo6L3d3dy9zY2hvb2xzL3NjL3JlbW90ZS9pbWFnZXMvZG9jbWdyLzIwODRmaWxlOTc2NC \\ 5wZGY=§iondetailid=58422.$

ld. § 4321, available at http://eram k12 ny.us/education/page/download.php?fileinfo=NDMyMS1fUHJvZ3JhbXNfZm9yX1N0dWRlb nRzX3dpdGhfRGlzYWJpbGl0aWVzX1VuZGVyX0lERUFfYW5kX0FydGljbGVfODkucGRmOjo6L3d3dy9 zY2hvb2xzL3NjL3JlbW90ZS9pbWFnZXMvZG9jbWdyLzIwODRmaWxlOTc5OC5wZGY=§iondetailid =58422.

 $^{{\}it Id. \S 5020.3, available \ at} \\ http://eram k12 ny.us/education/page/download.php?fileinfo=NTAyMC4zXy1fU3R1ZGVudHNfd2l0aF9EaX NhYmlsaXRpZXNfUHVyc3VhbnRfdG9fU2VjdGlvbl81MDQucGRmOjo6L3d3dy9zY2hvb2xzL3NjL3JlbW9 0ZS9pbWFnZXMvZG9jbWdyLzIwODVmaWxlOTgwMC5wZGY=§iondetailid=58422.}$

Id. § 6000, available at http://eram k12 ny.us/education/page/download.php?fileinfo=NjAwMF8tX0Zpc2NhbF9NYW5hZ2VtZW50X

- 54. With respect to the duty of care a "trustee or board member must act in good faith and exercise the degree of diligence, care, and skill that an ordinary prudent individual would use under similar circumstances in a like position." To conform with this standard, school board members "have a fiduciary responsibility for the assets, finances, and investments of the institution and exercise due diligence, care, and caution as if handling one's own personal finances."²⁰
- 55. With respect to the duty of loyalty, school board members "owe allegiance to the institution and must act in good faith with the best interest of the institution in mind." Having personal or business interests that conflicts with that allegiance constitutes a fiduciary breach.²¹
- 56. Engaging in nepotism in hiring, purchasing and other institutional decisions is a breach of loyalty.²²
- 57. Making decisions influenced by personal or family interests breaches fiduciary duty.²³
- 58. A school board member "has a responsibility to insure that the institution's resources are dedicated to the fulfillment of its mission," which includes complying with all applicable laws and not engaging in unauthorized activities.²⁴
- 59. "Among other things, school boards are responsible for educational standards, budget matters, management issues and health and safety. In carrying out these duties, individual

0 dvYWxzLnBkZjo 6Oi 93d3cvc 2Nob 29 scy 9zYy 9yZW1vdGUvaW1hZ2VzL2RvY21nci 8yMDg2ZmlsZTk5NzYucGRm & section detail id = 58422.

N.Y.S. Ed. Dep't., *Statement on the Governance Role of a Trustee or Board Member* 4 (Revised May 2010), *available at* http://www.regents.nysed.gov/common/regents/files/documents/about/stmt07.pdf.

²¹ *Id*.

²² *Id.* at 6.

²³ *Id*.

²⁴ *Id*.

board members have a fiduciary obligation to act constructively to achieve the best possible governance of the school district."²⁵

- 60. Each member of a board of education of a school district must complete training on "financial oversight, accountability and fiduciary responsibilities of a school board member," N.Y. Educ. Law § 2102-a.
- 61. In order to ensure compliance with § 2102-a, the New York State School Boards Association ("NYSSBA") provides a training program for new school board members that states board members have a fiduciary duty of faith and trust that legally binds the board member to act in the best interest of students, the school district, and the community.²⁶
- 62. According to the New York State School Board Association ("NYSSBA")

 Individual School Board members have personal obligations to the communities they serve,
 which includes not using the position of board member to benefit either the board member or any
 other individual apart from the total interest of our school districts.²⁷
- 63. "[N]o municipal officer or employee shall have an interest in any contract with the municipality of which he is an officer or employee, when such officer or employee, individually *or as a member of a board*, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder."²⁸

Application of Nett, 45 Ed. Dept. Rep., Decision No. 15,315.

²⁶ Essentials of School Board Governance Module A: The Importance and Purpose of School Boards, New York State School Boards Association 34 (2013), available at http://www.nyssba.org/clientuploads/nyssba_pdf/Events/NSBMA-05-31-06-01-13/Module-A-Slides-5-31-2013.pdf.

²⁷ Code of Conduct of the New York State School Boards Association, New York State School Boards Association (last visited Aug. 3, 2015), http://www.nyssba.org/nyssba-bylaws/code-of-conduct-of-the-new-york-state-school-boards-association/.

N.Y. Gen. Mun. Law § 801 (McKinney) (emphasis added).

- 64. School boards must adopt a code of ethics setting forth for the guidance of its members the standards of conduct reasonably expected of them."²⁹
- 65. Plaintiff public school students are minors and are particularly vulnerable to Defendants' acts or omissions.
- 66. Plaintiff public school students, as well as Plaintiff public school parents, are inexperienced and lack sophistication with respect to the requirements of Defendants in the operation of the public schools, and particularly with the responsibilities enumerated above concerning their respective, collective and individual fiduciary responsibilities owed to Plaintiffs.
- 67. The fiduciary relationship exists and continues to exist for the entire duration of Plaintiff public school students' education and academic career, magnifying the impact of Defendants' wrongful acts or omissions, and causing Plaintiffs irreparable injury and harm.
- 68. Plaintiffs rely to a high degree on Defendants' properly executing their fiduciary responsibilities for the benefit of Plaintiff students, parents, taxpayers, and the community generally.
- 69. Taxpayer Plaintiffs rely to a high degree on Defendants' responsibility to manage the District's finances and not waste taxpayer money.
- 70. Defendants' collective and individual interests in using District taxpayer money for their own personal defense substantially diverges from Plaintiffs' interests in ensuring each public school student obtains at best the highest quality education, and at the very least a sound basic education with all the attendant educational services and opportunities.

N.Y. Gen. Mun. Law § 806 (McKinney).

- 71. Defendants' collective and individual interests in using the District's taxpayer money for their own personal defense substantially diverges from Plaintiffs' interest in ensuring the sound management of the District's fiscal resources without waste.
 - B. CERTAIN SCHOOL BOARD DEFENDANTS WERE SUED IN FEDERAL COURT IN AUGUST 2012 FOR DIVERTING PUBLIC SCHOOL FUNDS TO PRIVATE RELIGIOUS SCHOOLS IN VIOLATION OF THE FIRST AMENDMENT'S ESTABLISHMENTCLAUSE.³⁰
- 72. In *Montesa v Schwartz*, Plaintiffs alleged, *inter alia*, that the *Montesa* Defendants settled special education cases in violation of New York State Law and Individuals with Disabilities Education Act ("IDEA") as a means of placing students in private religious schools at exorbitant costs depleting the public schools of much needed revenue.
- 73. In 2010, NYSED audited the District and warned *Montesa* Defendants that their private school special education placements were not supported by law, including their failure to adequately document the necessity for certain Orthodox/Hasidic students to be placed in out of district private religious schools at public expense.
- 74. In 2012, NYSED conducted a follow-up audit and found the *Montesa* Defendants had flagrantly disregarded the compliance standards it previously issued including the *Montesa* Defendants' failure to produce required documentation to substantiate private, religious school placements of special education Orthodox/Hasidic students at public expense.
- 75. *Montesa* Plaintiffs also alleged that *Montesa* Defendants engaged in manipulative real estate schemes by selling elementary schools at below market value private religious institutions depriving the District of much needed revenue and denying its public school children their right to a sound basic education.

³⁰ Montessa v. Schwartz, 12 CV-06057 (CS)(JCM), and hereinafter referred to as the Montesa Defendants.

- 76. *Montesa* Plaintiffs also alleged that *Montesa* Defendants purchased religious books promoting religion thereby depriving the District and its children of much needed resources and of a sound basic education.
- 77. *Montesa* Plaintiffs also alleged that *Montesa* Defendants hired an attorney at double the price of their prior attorney to further their scheme to promote religion and religious schools at public expense.³¹
- 78. *Montesa* Plaintiffs also alleged that *Montesa* Defendants deliberately withheld relevant budget information to further their scheme to promote religion and religious schools at public expense.
 - C. IN ORDER TO DEFEND AGAINST THE FEDERAL ACTION, DEFENDANTS BREACHED THEIR FIDUCIARY DUTY BY HIRING ATTORNEYS AT EXCESSIVE RATES EVEN THOUGH COMPETENT COUNSEL AT REASONABLE RATES WAS AVAILABLE.
- 79. A Special meeting was called by Defendant Daniel Schwartz, President of the ERCSD School Board and scheduled for July 17, 2012 at 8:30 pm. Notice was posted 24 hours in advance on the ERCSD web site stating, "It is anticipated that the Board will immediately enter an executive session to discuss a specific legal matter. The Board may take action after executive session."
- 80. After the executive session, Defendant Schwartz matter-of-factly remarked to another Board member, "this comes out of the budget," and then moved to have the law firm of

³¹ Board Policy No. 6700-R states that professional services must "be procured in a manner so as to ensure the prudent and economical use of public monies in the best interests of the taxpayers." As evidenced by the Comptroller's Audit of the District in 2012, Defendants caused the District to violate this policy and continue to do so in an egregious manner by employing the services of Minerva and D'Agostino. By the middle of 2012, legal fees for that firm exceeded \$1.2 million dollars, all of which was paid for using District funds.

Snitow, Kanfer, Holtzer & Millus LLP appointed as his private counsel to represent him in the Jones et al. Petition.

- 81. The Board voted on the motion to appoint *Snitow, Kanfer, Holtzer & Millus, LLP* as counsel for Board President Daniel Schwartz in the *Jones et al. v. Schwartz et al.* Petition. Although Defendant Schwartz recused himself from the vote, with members Price and Young-Mercer opposing the resolution, the remaining Board members voted in favor of such retainer and the resolution passed. Upon information and belief, no request for proposal for legal services was issued and Defendants failed to ascertain the availability of competent reasonably priced attorneys for the contracted legal work at issue.
- 82. Attorney D'Agostino recommended that Defendant Law Firm Bingham McCutchen (now merged or absorbed by Defendant Law Firm Morgan Lewis & Bockius) should be hired to represent Defendants Hopstein, Freedman, Weissmandl, and Solomon. Upon information and belief, the rates of the partner in charge were reduced to \$650.00 per hour. Upon information and belief, no request for proposal for legal services was issued and Defendants failed to ascertain the availability of competent reasonably priced attorneys for the contracted legal work at issue. Further, upon information and belief, the community standard rate for quality legal services in this geographic area and for this subject matter was \$200/hour or less.
- 83. The firm *Bingham McCutchen* was then hired for the Board members in *Jones*, *et al.* In a transparent, superficial and feeble attempt to avoid the appearance of a conflict of interest, the Board took four separate votes, each time the Board Member at issue recused himself from the vote. Board Members Price and Young- Mercer opposed all four of the votes, and the remaining Board members approved the resolution.

³² See http://www.youtube.com/watch?v=XgaSTn80h48&feature=youtu.be at :48 Note: the question asked of Mr. Schwartz is inaudible due to Antonio Luciano being forced to tape from the back of the empty room, and Ms. Schwartz refusal to speak up.

- 84. At the Board meeting held on July 24, 2012, the Board "officially" approved the appointment of the firms *Bingham McCutchen* (now Morgan Lewis & Bockius) and *Snitow*, *Kanfer, Holtzer & Millus, LLP*. The resolutions reflected the vote taken at the Special Meeting held on July 17, 2012. The resolutions stated that the District would appoint counsel and indemnify for any costs, legal fees, disbursements, claims, losses and defenses of the named Board Member, pursuant to Public Officers Law § 18³³
- 85. Board Member Suzanne Young Mercer, raised her concern that the costs of the legal fees were going to be paid completely out of district funds, as NYSIR had previously sent a letter of denied coverage. Defendants ignored these concerns.
- 86. Thereafter, in a resolution not previously announced to the public or on the agenda, defendants voted to retain *Bingham McCutchen* (*now Morgan Lewis & Bockius LLP*) to handle additional legal work, including reviewing and inquiring into certain issues raised in connection with recent and current appeals in front of the Commissioner of Education, as well as, offices of the State of New York.³⁴
- 87. On September 13, 2012, defendants conducted another special meeting to adopt resolutions to hire the firm *Bingham McCutchen LLP* in defense of the *Montesa v Schwartz* lawsuit. Thereafter, the defendants agreed to hire Defendant Law Firm Proskauer Rose LLP to defend Nathan Rothschild in the *Montesa v. Schwartz* lawsuit. Upon information and belief, no request for proposal for legal services was issued for either contract, and Defendants failed to ascertain the availability of competent reasonably priced attorneys for the contracted legal work

³

 $http://www.youtube.com/watch?v=XgaSTn80h48\&feature=autoplay\&list=PLAD2F97CFA10ABCC8\&playnext=1\\at~(1:30)$

 $http://www.youtube.com/watch?v=XgaSTn80h48\&feature=autoplay\&list=PLAD2F97CFA10ABCC8\&playnext=1\\ at (11:20)$

at issue. Further, upon information and belief, the community standard rate for quality legal services in the ERCSD geographic area and for this subject matter was \$200/hour or less.

- 88. On October 2, 2012 Defendant Board members commenced a meeting to adopt a resolution to appoint the firm *Bingham McCutchen* LLP in defense of the Attorney General's inquiry. Upon information and belief, no request for proposal for legal services was issued and Defendants failed to ascertain the availability of competent reasonably priced attorneys for the contracted legal work at issue. Further, upon information and belief, the community standard rate for quality legal services in this geographic area and for this subject matter was \$200/hour or less.
- 89. On September 13, 2012, the District received a letter from New York Schools Insurance Reciprocal's (NYSIR) legal representative Miranda, Sambursky, Sloane, Sklarin, Verveniotis LLP. In the letter, NYSIR acknowledged receipt of the lawsuit entitled *Montesa*, et al. v. Schwartz et al.
- 90. NYSIR denied coverage to ERCSD as well as ERCSD Board members Daniel Schwartz, Yehuda Weissmandl, Moses Freidman, Moshe Hopstein, Eliyahu Solomon, Nathan Rothschild, Aron Weider, Morris Kohn, Richard Stone, Albert D'Agostino, Joel Klein and Eliezer Wizman with respect to the claims asserted in *Montesa v Schwartz* because the NYSIR policy precluded coverage regarding fraudulent, dishonest, malicious, criminal or intentional wrongful act(s) as alleged in the *Montesa* action.
- 91. The ERCSD sued NYSIR for failure to defend and indemnify in Nassau County Supreme Court. The lawsuit resulted in a decision requiring NYSIR to defend and indemnify the ERCSD. A subsequent dispute regarding the reasonable costs of the defense resulted in a decision by the court as described, *supra*.

92. Plaintiffs further allege that the amounts of fees billed by Defendant Law Firm *Bingham McCutchen*, now Morgan Lewis & Bockius LLP, to Defendant School Board and the District are as follows, and that upon information and belief, such bills have been paid:

- a. For the month of August, 2012, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$87,221.06.
- b. For the month of September, 2012, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$98,023.02.
- c. For the month of October, 2012, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$38,099.42.
- d. For the month of November, 2012, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$138,347.53.
- e. For the month of December, 2012, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$168,969.22.
- f. For the month of January, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$194,749.48.
- g. For the month of February, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$83,811.09.
- h. For the month of March, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$80,476.35.
- i. For the month of April, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$32,663.61.
- j. For the month of May, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$75,341.67.
- k. For the month of June, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$113,326.69.
- 1. For the month of July, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$60,479.26.
- m. For the month of August, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$53,345.50.
- n. For the month of September, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$29,071.06.
- o. For the month of October, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$86,275.05.
- p. For the month of November, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$108,148.29.
- q. For the month of December, 2013, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$56,067.69.
- r. For the month of January, 2014, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$57,931.11.
- s. For the month of February, 2014, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$8,169.50.
- t. For the month of March, 2014, fees and disbursements invoiced by Bingham McCutchen LLP amounted to \$63,130.47.

- 93. Plaintiffs further allege that the amounts of fees billed by Defendant Law Firm PROSKAUER ROSE LLP to Defendant School Board and the District are as follows, and that upon information and belief, such bills have been paid:
- a. For the months of October through December, 2012, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$97,685.00.
- b. For the month of January, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$59,252.64.
- c. For the month of February, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$12,464.62.
- d. For the month of March, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$71,276.62.
- e. For the month of April, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$53,387.31.
- f. For the month of May, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$27,509.61.
- g. For the month of June, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$46,496.98.
- h. For the month of July, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$18,173.88
- i. For the month of August, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$17,830.88
- j. For the month of September, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$27,048.47
- k. For the months of October through November, 2013, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$129,026.94
- l. For the months of December 2013 through January, 2014, fees and disbursements invoiced by Proskauer Rose LLP amounted to \$91,110.58
- 94. Plaintiffs further allege that the hourly rates for partners at Defendant Law Firms is a minimum of \$650.00/hour.
- 95. Plaintiffs understand that the Defendant Law Firms continue to be employed by the Defendant School Board and the District, to the continued detriment of Plaintiffs. Plaintiffs

AS AND FOR A FIRST CAUSE OF ACTION

(Breach of Fiduciary Duty and Duty of Care)

- 96. Plaintiffs incorporate by reference the allegations set forth in all preceding paragraphs in each of the Causes of Actions set forth below.
 - 97. Defendants are fiduciaries of the Plaintiffs
- 98. Defendants individually and collectively owe a duty of care and a duty of loyalty to each of the Plaintiffs (along with those they represent) herein.
- 99. By hiring Defendant Law Firms *Bingham McCutchen (now Morgan Lewis & Brockius) and Proskauer Rose LLP*, Defendants violated their fiduciary duty of care.
- 100. Defendants, in violation of their fiduciary duty of care, used District funds to pay legal fees so disproportionately large that they bear no reasonable relationship to the value of the services provided.
- 101. Defendants, in violation of their fiduciary duty of care, did not exercise necessary diligence or care by failing to devote the time and attention necessary to independently assess the fees paid or to effectively represent the interests of Plaintiffs.
- 102. Defendants, in violation of their fiduciary duty of care, paid excessive legal fees for excessive time, excessive hourly rates, and improper billing practices.
- 103. Defendants, in violation of their fiduciary duty of care, authorized exorbitant hourly rates that were not in accord with the community standards for the work at issue.
- 104. Defendants, in violation of their fiduciary duty of care, authorized millions of dollars of legal fees paid to Defendant Law Firms.
- 105. Defendants, in violation of their fiduciary duty of care, failed to recoup excess legal fees paid to Defendant Law Firms.

- 106. Defendants, in violation of their fiduciary duty of care, continued to employ

 Defendant Law Firms subsequent to the findings of the independent monitor appointed by

 NYSED that explicitly rebuked the defendants for expending millions of dollars while the

 District was in financial crisis and in breach of their fiduciary duties to the public school students of the ERCSD.
- 107. Defendants, in violation of their fiduciary duty of care, continued to employ Defendant Law Firms subsequent to the Supreme Court of the County of Nassau's 2015 decision finding that legal fees expended by Defendants to defend themselves in a federal case were unreasonably excessive.
- 108. Defendants, in violation of their fiduciary duty of care, continued to employ

 Defendant Law Firms subsequent to the Supreme Court of the County of Nassau's 2015 decision

 finding the time expended by their attorneys was excessive.
- 109. Due to Defendants' breach of the duty of care as alleged herein, Defendants injured Plaintiffs by depriving plaintiff students of much needed funds to educate District public school students, thus depriving plaintiff students of their right to a sound basic education.
- 110. Due to Defendants' breach of the duty of care alleged herein, Defendants injured taxpayer plaintiffs by wasting and mismanaging taxpayer funds.

AS AND FOR A SECOND CAUSE OF ACTION

(Breach of Fiduciary Duty and Duty of Loyalty)

- 111. Plaintiffs incorporate by reference the allegations set forth in all preceding paragraphs in each of the Causes of Actions set forth below.
- 112. Defendants, in violation of their fiduciary duty of loyalty, made business decisions purportedly on behalf of Plaintiffs and the District while improperly influenced by

personal interests in a clear conflict of interest, with their own personal liability at stake, by hiring attorneys for their own personal defense at public expense.

113. Defendants failed to put the interests of the Plaintiffs above their own personal and pecuniary interests, and thereby breached their fiduciary duty and duty of loyalty.

AS AND FOR A THIRD CAUSE OF ACTION

(

(Breach of Fiduciary Duty and Unjust enrichment)

- 114. Plaintiffs incorporate by reference the allegations set forth in all preceding paragraphs in each of the Causes of Actions set forth below.
- agents of the District and contractors for professional services using taxpayer funds to ensure that District funds, including taxpayer monies are not wasted but instead, used for the proper management and administration of the public schools, parents and students and public school community, including its taxpayers.
- 116. As a consequence of their breach of fiduciary duties, and as a result of the School Board Defendants violations as described herein, the Law Firm Defendants have been unjustly enriched at the expense of plaintiff students, parents, and taxpayers, and those whom the plaintiffs represent.
- 117. As a consequence of the violations by Defendant Law Firms as described herein, neither the principles of equity or good conscience should permit the Defendants from retaining the millions of dollars in excess legal fees they were paid by and on behalf of the School Board Defendants and the District.

DAMAGES

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that a judgment and order be issued: A. Enter a preliminary and permanent injunction:

- Enjoining the continued employment by the Defendant School Board and/or the District of Defendant Morgan Lewis & Brockius LLP or Defendant Proskauer Rose LLP at any rate above \$200.00/hour.
- Enjoining the continued employment by the Defendant School Board and/or the District of Defendant Morgan Lewis & Brockius LLP or Defendant Proskauer Rose LLP for the defense of Defendants individual Board members.
- 3. Ordering the Defendant School Board and the District to issue a Request for Proposal for the employment of attorneys to defends the lawsuits and claims against them from which a selection of the best possible services at competitive prices within the ERCSD community.
- 4. Enjoin the payment of any outstanding legal bills to either Defendant Law Firm until such time as an accounting may be performed regarding the legal fees and costs charged and an independent determination made by the Court regarding the reasonable value of the legal services provided to date.

B. Enter judgment:

1. Ordering disgorgement by Defendant Law Firms of all legal fees in excess of the \$187,500, found by the Nassau County Supreme Court to be the

- reasonable value of the legal services provided for the specified time period in the decision and order.
- 2. Ordering Defendant School Board members to henceforth pay for their own legal fees while all existing suits are pending, subject to the provisions of Public Officer Law § 18, and, if such suits against Defendant School Board Members are successful as determined by the Commissioner of Education or a Court of law, as the case may be, for such reasonable fees to be reimbursed if and as appropriate.
- 3. Ordering Defendant School Board Members individually or collectively to make restitution or otherwise reimburse the District for any and all legal fees spent by the District on behalf of the Defendant School Board Members, individually or collectively.
- 4. Awarding each plaintiff, and member of Plaintiffs' class, their reasonable attorneys fees and costs of this proceeding given the public benefit obtained on behalf of the East Ramapo Central School District, its students, parents, taxpayers, and community in general.
- 5. Awarding each Plaintiff, and the members of Plaintiffs' class, punitive damages in an amount to be determined by the Court or jury, if any.
- 6. Granting Plaintiffs such other and further relief as the Court finds appropriate, equitable, including injunctive and declaratory relief as may be required in the interests of justice.

Dated: August 3, 2015 New York, New York

ADVOCATES FOR JUSTICE

By: /s/ Laura D. Barbieri
Laura D. Barbieri
lbarbieri@advocatesny.com

ADVOCATES FOR JUSTICE CHARTERED ATTORNEYS

By: /s/ Arthur Z. Schwartz Arthur Z. Schwartz aschwartz@afjlaw.com

225 Broadway, Suite 1902 New York, New York 10007 (212) 285-1400, ext 712 - office (212) 285-1410 - fax (914) 819-3387 - cell

VERIFICATION

STATE OF NEW YORK)	
) ss	
COUNTY OF ROCKLAND)	

STEVEN WHITE, being duly sworn, deposes and says that he has read the annexed Verified Complaint and know the contents thereof; that the same is true to the knowledge of the deponent except as to the matter therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Steven White

Subscribed and sworn to before me this 3 day of August 2015.

Notary Public

ROBERT W. KURKELA
Notary Public, State of New York
No. 01KU8094941
Qualified in Rockland County
Commission Expires July 26, 20



VERIFICATION

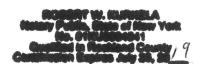
STATE OF NEW YORK)
) ss
COUNTY OF ROCKLAND)

BETTY CARMAND, being duly sworn, deposes and says that she has read the annexed Verified Complaint and know the contents thereof; that the same is true to the knowledge of the deponent except as to the matter therein stated to be alleged upon information and belief, and as to those matters she believes it to be true.

Betty Carmand

Subscribed and sworn to before me this 3 day of August 2015.

Notary Public





Steven White and Betty Carmand,	To the last last last last last last last last
Plaintiff/Petition	er,
- against - ERCSD Board of Education, Yehuda Weissmandl, et al.	Index No
Defendant/Respo	
NOTICE OF COM	MENCEMENT OF ACTION ATORY ELECTRONIC FILING
accompanying documents with the County Cleri	captioned above, which has been commenced by the filing of the k via the New York State Courts Electronic Filing System ng pursuant to Section 202.5-bb of the Uniform Rules for the Trial

Counsel and/or parties **must either**: 1) immediately record their representation within the e-filed matter on the Consent/Represent page in NYSCEF; or 2) file the Notice of Opt-Out form to claim one of the limited exemptions from mandatory e-filing (see below). Failure to record representation may result in an inability to receive electronic notice of any document filings. Claiming an exemption will require the exempt party to serve and be served with hard copy documents.

Counsel and unrepresented parties who intend to participate in e-filing must first create a NYSCEF account and obtain a user ID and password. For additional information about electronic filing, and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov; mailing address: 60 Centre Street, New York, New York 10007).

Exemptions from mandatory e-filing (Section 202.5-bb(e)) are limited to:

Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

- 1) attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements; and
- 2) parties who expect to represent themselves and who choose not to participate in e-filing. (Such parties are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action is pending.)

_ (Signature)	225 Broadway, Suite 1902	(A ddress)
_ (Name)	New York, NY 10007	_
_ (Firm Name)	212-285-1400, ext 712	(Phone)
-	lbarbieri@advocatesny.com	(E- Mail)
	_ (Name)	(Name) New York, NY 10007 (Firm Name) 212-285-1400, ext 712