

TAVIA GALONSKI

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COURT OF COMMON PLEAS

COUNTY OF SUMMIT, OHIO

SUMMIT COUNTY
CLERK OF COURTS
2024 12 5 33 4

JASMEEN WADUD, DBA

Case No.:

Plaintiff,

COMPLAINT

JUDGE
JOY M. OLDFIELD

vs.

AKRON PUBLIC SCHOOLS, ET AL,

Defendant

Now comes Plaintiff, Jasmeen Wadud, respectfully submits complaint against the Defendants, Akron Public Schools et al. Defendants include Superintendent Robinson, Board President Diana Autry, Business Affairs department Staff member Debra Foulk, Chief of Staff Angela Carter, Director of Human Capital Yamini Adkins, APS Transportation department's Justin Miller and Caryn Markuz, Consultant Mr. Andexler, and Attorney Feitl as follows:

1. Plaintiff signed a contract (Independent Contract Operator Agreement Van Driver) with the Defendants, Akron Public School's Transportation department during the 2023-2024 school year and again for the 2024-2025 school year. Plaintiff is submitting claims for violations that occurred during both contract periods. (Please refer to **Exhibit 1C**)
2. Plaintiff asserts the following claims against the Defendants to include:
 - a. Breach of Contract: Defendants failed to adhere to the terms of the contract entered into with Plaintiff. Defendant's manual labeled "Terms and Procedures fails to include the date of revision from the

1 previously manual for independent contractors labeled "Operators
2 Handbook, revised June 2023. Defendants engaged in misconduct,
3 harassment, theft and discriminatory practices. Defendants failed to
4 provide proper notice of suspension/termination in writing when
5 requested by Plaintiff. Defendants failed to complete a meeting
6 requested by Plaintiff to provide further evidence and testimony.
7 Defendants breached section 13 iii of the agreement. Defendants'
8 failure to complete the report with Plaintiff violates protocol and due
9 process. Lack of formal written notice when requested violates
10 procedures outlined in the ico agreement. Throughout both contract
11 period, the Aps business affairs department, the Aps transportation
12 department and the Aps school board failed to properly address issues
13 after being notified breaching their combined duty to uphold
14 contractual terms. (Exhibit 2011)

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18 b. Misappropriation of Funds/Theft/Fraud/Embezzlement: Defendants
19 unlawfully took and used funds "administrative fees" without consent.
20 Defendants benefitted at the expense of the Plaintiff and other ico
21 vendor drivers in this unjust manner and benefitting from the unjust
22 enrichment. Defendant's Angela Carter and Debra Foulk
23 acknowledged the deduction of service fees, which is not stipulated in
24 the contract. Defendants committed constructive fraud and standard
25 fraud. Defendants promised but failed to address these issues.
26 Defendants exerted undue influence and put the Plaintiff under duress
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1 to make the deal. Defendants still refuse to correct this fraud. (Exhibit
2 B11)

3 c. Retaliation: Defendants engaged in retaliatory actions against Plaintiff
4 after Plaintiff collaborated with other ico's to provide formal
5 complaints and testimony during investigations related to workplace
6 misconduct and contract violations. Complaints were made to the
7 transportation staff and management, business affairs staff, several
8 board members and the superintendent. In retaliation, Defendants
9 failed to acknowledge and provide the same accountability to those
10 violations as they did to others they pick and choose. Defendants failed
11 to provide the same accommodations to the Plaintiff as a Parent Driver
12 of APS students, as they did for other parent drivers despite giving the
13 Plaintiff this accommodation previously. Defendant's retaliation
14 against Plaintiff to terminate the contract based on a malicious report
15 by a third party were not only in violation but disproportionate to the
16 situation, unjustified and the Plaintiff was treated differently than
17 others in similar situations. Plaintiff's reports of incidents where
18 students, parents and or staff were violating procedures were not
19 handled fairly or in accordance with APS policy and procedure. In
20 May 2024, Plaintiff received a hostile letter from Yamini Adkins
21 warning the Plaintiff and other ICO's against bringing complaints and
22 concerns to the school board as community stake holders. In May
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1 2024, Plaintiff communicated with then Director of Communications,
2 Mark Williamson and confirmed the abuse of process by those in the
3 Business Affairs Department and the Transportation Department. Mr.
4 Williamson offered to assist Plaintiff with fostering better
5 communications channels that help resolve these issues. Plaintiff was
6 unable to receive that support as the Superintendent targeted Mr.
7 Williamson to such a degree forcing his early retirement and the
8 superintendent, Debra Foulk, the business affairs department and
9 transportation department failed to properly address these issues. In
10 October 2024, Plaintiff received another hostile letter from Attorney
11 Feitl warning Plaintiff of violations not committed by the Plaintiff.
12 This act of intimidation was done by Attorney Feitl using her own
13 personal email (dfeitl@ralaw.com) from her law firm and specifically
14 chose not to email the Plaintiff by the email assigned to her from
15 Akron Public Schools (vnd410@apslearns.org). Defendant Caryn
16 Markuz confirmed that Plaintiff had been violated and gave assurances
17 to properly address those violations but failed. Defendants failed to
18 follow that same protocol and provide the same warning letter to those
19 that were confirmed in violation of policy against the Plaintiff.
20 Plaintiff reported to the transportation department misconduct by the
21 transportation management as well as a parent complaint received by
22 the Plaintiff, of a child being placed in the vehicle of an unauthorized
23 driver. On November 15, 2024, Plaintiff confirmed with Caryn
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1 Markuz, a man that claimed to be the parent of the child that the
2 Plaintiff was scheduled to pick up, came to the vehicle irate and
3 appeared to be under the influence when he stormed off with the child
4 in his vehicle. Defendants' failure to properly investigate or address
5 Plaintiff's reports while acting against the Plaintiff is a significant
6 failure in Defendant's duty to maintain a safe and fair workplace.
7 Defendants gave Plaintiff notice of termination on 11-26-24 violating
8 proper protocol. Defendants referred to attorney Feitl's hostile letter
9 and discriminatory practices as a part of their basis to continue
10 retaliating against Plaintiff. Defendant's ongoing actions coupled with
11 the ongoing failure of leadership to properly address these issues
12 created a hostile work environment and atmosphere of intimidation
13 and discrimination against the Plaintiff, other ico's and aps school
14 employees. (Exhibits 4V, 5CM, 6AF, 7YA, 8MW)

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18 d. Anticipatory Breach of Contract: Defendants refusal to communicate
19 properly with Plaintiff when sought on several occasions about
20 ongoing violations supports Plaintiff's claims of the Defendants
21 intention to continuously breach Plaintiff's contract. Defendants'
22 willfully, recklessly or negligently caused harm to the Plaintiff.
23 Defendants' failure to specify in writing to the Plaintiff and the other
24 ico drivers being offered the Plaintiff's routes that the route change
25 was a temporary one, clearly indicates the Defendant's failure to
26 perform their contractual agreement and supports that the Plaintiff's
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1 contract "suspension" was in fact not intended to be a temporary one
2 pending an investigation but a permanent termination of Plaintiff's
3 contract before ever completing a proper and thorough investigation.

4 **(Exhibit 9JM, 10E)**
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- 6 e. Intentional Infliction of Emotional Distress: Defendants conduct is
7 outrageous and intentional, causing severe emotional distress to
8 Plaintiff. Defendants created a hostile work environment.
- 9 f. Negligence: Defendants failed to exercise reasonable care, resulting in
10 harm to the Plaintiff. The Aps business affairs department, the Aps
11 transportation department and members of the Aps board failed to
12 properly address issues after being notified breaching their combined
13 duty to uphold contractual terms. After the Plaintiff and other ico's
14 brought these and other violations to the attention of the Defendants,
15 there was no adequate response or action taken to fully resolve
16 discrepancy. Defendant's lack of action constitutes ethical violations
17 as well as a direct violation of the ico agreement as well as the law.
18 Failure of oversight by leadership that includes Superintendent
19 Robinson and President Autry of the school board, to take appropriate
20 action in response to Plaintiff's complaints against the Business
21 Affairs and Transportation departments is a failure in their duty to the
22 public as well as their duty to protect the interests of the Plaintiff as
23 their employees and vendors, including the Plaintiff. Defendants failed
24 to uphold state and federal business and contract laws. The ongoing
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1 presence of specific staff members in their roles despite their previous
2 violations, posed and continues to pose a threat to the operations and
3 integrity of the school board, business affairs and transportation
4 departments. **(Exhibit ITEM)**

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6 g. Tortious Interference: Defendants intentionally interfered with
7 Plaintiff's contractual and business relationships, causing economic
8 harm. Approximately May 2023, Plaintiff submitted application to
9 provide transportation services. Plaintiff's application included
10 Plaintiff's business name and EIN information. After completing steps
11 to be a certified vendor driver, staff member Deborah Papp informed
12 Plaintiff that management would not accept her application as a
13 business but only as an ICO. Plaintiff requested the documents and
14 instructions to complete the application as a business but Defendants
15 concealed that information from the Plaintiff at that time. Plaintiff
16 discovered after becoming an ICO driver, that her opportunity to bid
17 publicly or privately was blocked to ensure a conflict of interest that
18 staff members at the time had to hire specific companies for the
19 upcoming school year. Plaintiff discovered that even as an ICO, route
20 opportunities were also being blocked and given to those companies
21 that the transportation and business affairs department had hired under
22 false and fraudulent pretenses. Defendants subsequently opened the
23 RFP (Request For Proposal) for the 24-25 school year and had taken
24 multiple steps to block the public's ability to apply including having
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1 fees associated with the process. APS Business Affairs and
2 Transportation departments created an unfair competitive advantage
3 for certain providers violating the law. Defendants engaged in
4 collusion and Collusive bidding practices. In a 2024 board meeting
5 Defendant Debra Foulk admitted to negotiating directly with the
6 owner of another transportation company to hire ico's which included
7 the Plaintiff as one of the ico's at the time. Plaintiff publicly inquired
8 about the unfair loss of business opportunity at the time. Defendants
9 continued to award the contract to the transportation company despite
10 confirming several violations to that specific contract as well as the
11 public bidding process. (Exhibit 12DP)

- 14 h. Defamation: On 11-15-24 Defendant Debra Foulk called Plaintiff
15 outside of aps business hours to informally tell Plaintiff that a
16 suspension of her contract had taken place as a result of a false and
17 malicious statement communicated by a third party to her department.
18 Plaintiff immediately disputed these actions. Defendants purposefully
19 failed to complete a full report, including audio captured by the
20 Plaintiff during the incident. Defendants acted with malice and the
21 department's actions were negligent to rely on hearsay, to refuse all
22 the evidence and testimony and to make decisions that harmed
23 Plaintiff's contract and professional relationship with the district.
24 Defendant's actions were also retaliatory in nature.

27 3. Supporting law: Plaintiff's claim is supported by:
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- 1 a. Colton v. Foulkes, 259 Wis. 142, 146, 47 N.W.2d 901 (1951), in
2 which the court adopted the rule that "Accompanying every contract is
3 a common-law duty to perform with care, skill, reasonable expediency
4 and faithfulness the thing they agreed to be done, and a negligent
5 failure to observe any of these conditions is a tort, as well as a breach
6 of contract"
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- 8 b. Mendleson v. Blatz Brewing Co. 9 Wis.2d 487, 101 N.W.2d 805,
9 wherein it is stated that if a conspirator acts intentionally and
10 knowingly for unworthy or selfish purpose, it is the equivalent of
11 malice.
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- 13 c. Actual fraud is defined in 15 O.S. 2011, 58 and consists of the
14 following acts, committed by a party to a contract, or with his
15 connivance, with intent to deceive another party thereto, or to induce
16 him to enter the contract.
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- 18 d. Croslin v. Enerlex inc, 2013 OK 34, 12, 308 P.3d 1041, wherein it
19 states actual fraud as the intentional misrepresentation or concealment
20 of a material fact which substantially affects another person.
- 21 e. Faulkenberry, 1979 OK 142, 4, n.6, wherein it states liability for
22 constructive fraud may be based on a negligent misrepresentation.
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- 24 4. This court has jurisdiction over this matter and venue is proper in this court as
25 the events giving rise to this action occurred in Summit County, Ohio, and the
26 Plaintiff and Defendants resides and/or conducts business within this
27 jurisdiction.
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1 5. Plaintiff is seeking monetary damages in the total amount of \$3.52 Million
2 Dollars. Damages include \$2.76 million in direct and consequential damages
3 and \$760,000 in punitive damages.
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5 6. Plaintiff is seeking injunctive relief:

6 a. Plaintiff is requesting injunction from the courts to compel Akron
7 Public Schools to restore Plaintiff's contract restoring any disrupted
8 business relationship that was affected by Defendant's actions from
9 engaging in further actions.
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11 b. If applicable, Plaintiff requests specific performance of the contract
12 that was breached, ensuring that the terms of the agreement are
13 fulfilled
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15 c. Plaintiff requests injunction prohibiting Defendant from engaging in
16 further actions that interfere with Plaintiff's business opportunities and
17 operations. Plaintiff requests injunction to prevent Akron Public
18 Schools from utilizing malice from third parties as a justification for
19 terminating or breaching contractual agreements.
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21 d. Plaintiff requests a mandatory injunction requiring Akron Public
22 Schools to cease any misappropriation of funds and return any
23 unlawfully obtained funds to Plaintiff immediately.
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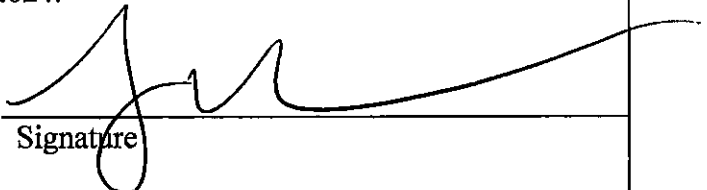
25 e. Plaintiff requests an injunction prohibiting Defendants from making
26 any further defamatory statements regarding Plaintiff or Plaintiff's
27 business.
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1 7. Request for Jury Trial: The Plaintiff hereby requests a trial by jury on all
2 issues so triable in this matter.

3 8. Conclusion:

- 4 a. Akron Public Schools violated the Plaintiff's contract violating the law
5 as well as their own public policy. APS continues to violate the trust of
6 the public, employees and community stake holders. APS has caused
7 significant financial harm to me as the Plaintiff. Akron Public Schools
8 has also inflicted emotional distress and reputational damage. I pray
9 that the Court can ensure justice is served.
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17 Dated this 5th day of December 2024.

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19 Signature
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