

DOCKET NO. FST-CV-17-6032660-S : SUPERIOR COURT
BRUCE MORRIS : JD. OF STAMFORD-NORWALK
VS. : AT STAMFORD
CITY OF NORWALK, ET AL. : MAY 10, 2019

DEFENDANTS’ REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

I. PRELIMINARY STATEMENT

Defendants City of Norwalk (the “City”), Norwalk Board of Education (“BOE”), and Norwalk Public Schools (the “District”) hereby submit this Reply in response to plaintiff’s Memorandum of Law in Opposition, dated April 26, 2019 [Docket Entry (“DE”) No. 129.00] (the “Opposition”). The Opposition confirms that, at its most fundamental level, plaintiff’s argument amounts to naked speculation about a purported years-long conspiracy by the BOE to terminate plaintiff’s employment, but this unsupported political fantasy is the product of plaintiff’s misperceived self-aggrandizement and suffers from a paucity of admissible evidence. Therefore, summary judgment on plaintiff’s entire complaint is warranted.

II. LAW AND ARGUMENT

A. PLAINTIFF’S INADMISSIBLE EVIDENCE

At the summary judgment stage, the Court need only consider admissible evidence. See Teodoro v. City of Bristol, 184 Conn. App. 363, 372 (2018) (“The purpose of summary judgment is to provide a vehicle for ending litigation short of trial where the **admissible evidence** available to the parties, as presented to the court, establishes that the moving party is entitled to judgment as a matter of law ...”) (emphasis added). In his affidavit, plaintiff offers out-of-court statements of individuals to prove the matters asserted. See, e.g., Pl.’s Aff. ¶¶ 9, 16, 17, 20, 23; see also Opp’n at 5-6, 17 n.6, 19 n.9. Plaintiff’s use of these individuals’ purported statements is inadmissible hearsay, see Conn. Code Evid. §

8-2, none of the declarants is a party-defendant, and plaintiff has not demonstrated the applicability of any other exception. Therefore, the Court should disregard this inadmissible evidence.

B. PLAINTIFF CANNOT SUSTAIN HIS CFEPA CLAIMS

1. Race And Color Discrimination

Initially, plaintiff erroneously argues that he has presented direct and indirect evidence of discrimination, warranting application of the “mixed-motive” analysis. Opp’n at 30-31 (citing Price Waterhouse v. Hopkins, 490 U.S. 228 (1989)). Contrary to plaintiff’s contention, direct evidence is that “tending to show, without resort to inference, the existence of a fact in question.” Tyler v. Bethlehem Steel Corp., 958 F.2d 1176, 1183 (2d Cir. 1992). Verbal comments constitute direct evidence of discrimination **only** when made by a decisionmaker in the adverse employment action, and where there is a close nexus between the comments and the action. Rose v. N.Y. City Bd. Of Educ., 257 F.3d 156, 162 (2d Cir. 2001).

According to plaintiff, be various statements of Mr. Lyons amount to direct evidence; however, Lyons was not the ultimate decisionmaker – that was Dr. Adamowski. As such, an **inferential step** is required to conclude that Lyons’ alleged remarks influenced Adamowski’s decision to eliminate plaintiff’s position. See id.; see also Redd v. New York State Div. of Parole, 923 F. Supp. 2d 393, 397 (E.D.N.Y. 2013) (“because Burgos was not the ultimate decisionmaker, it requires an inferential step to conclude that [the plaintiff’s] sexual harassment allegations influenced the decision to terminate her, and thus [Burgos’] testimony is not direct evidence of retaliation.”). Furthermore, many of the offered statements occurred many months, if not years, prior to the challenged job action, further diminishing the statements’ probative value. Therefore, plaintiff’s race and color discrimination claims should be analyzed under the “pretextual” model of McDonnell Douglas.

Plaintiff appears to abandon all claims predicated upon the November 2015 written reprimand by failing to meaningfully address any of defendants' arguments concerning it. See Opp'n 21-36 (addressing only his termination); Keating v. Ferrandino, 125 Conn. App. 601, 603-04 (2010); Fennelly v. Town of Cheshire, NNHCV166062513S, 2016 WL 7665379, at *2 (Conn. Super. Ct. Nov. 23, 2016). Even if not, plaintiff has not established that the written reprimand is an adverse employment action. Though Dr. Adamowski testified that the reprimand possibly could have been considered for progressive discipline purposes, the potential for the reprimand to lead to a materially adverse action – rather than amount to one in and of itself – does not comport with governing law, Amato v. Hearst Corp., 149 Conn. App. 774, 781 (2014), and, because a written reprimand under our facts is not an adverse employment action, plaintiff's claim must fail. Heywood v. Judicial Dep't, 178 Conn. App. 757, 768 (2017) (“The reprimands and admonishments alleged by the plaintiff, in the absence of evidence showing that she was terminated, demoted or given diminished responsibilities, or that she suffered a decrease in salary or material loss in benefits, do not constitute an adverse employment action.”).

Plaintiff contends that Lyons' email communications provide sufficient evidence to raise an inference of discrimination concerning his termination. Opp'n at 25-27. Specifically, plaintiff claims that Lyons refers to him “as a ‘snake,’ that a ‘solid record’ needs to be built on Plaintiff to ‘avoid a race war,’ and that Plaintiff is one of the ‘Four Horsemen.’” Id. at 25. Only by cherry picking a handful of statements from a smattering of private, old emails and self-servingly cobbling them together can plaintiff conceivably make such a claim, as Lyons' testimony about those emails rebuts any notion of discriminatory intent with dispatch.

Referencing plaintiff as one of the “Four Horseman” is not facially tinged with any discriminatory undertones, and this is further buttressed by the fact that included in that group are two Caucasian administrators: Tony Daddona and Tony Ditrio. Defs.' Ex. U, at 2; Lyons Dep. at 173; Lyons Aff. ¶ 26.

Mr. Lyons has clarified that he perceived plaintiff as a “snake,” not due to any suspect or semi-suspect basis, but rather because he believed plaintiff’s primary concern was furthering his legislative career and his performance in his well-paying District position suffered. Lyons Aff. ¶ 24; Lyons Dep. at 253.

Moreover, Mr. Lyons did not request that a solid record be built on plaintiff, but, rather, believed that if plaintiff was truly held accountable for working his required hours, any inadequate performance would not go unnoticed. Lyons Aff. ¶ 30.

Lyons has also testified that he used the term “race war” in a political sense to describe a situation “when people make a big cause celebre out of something and turn a dispute that may not, in fact, have anything to do with people’s skin color into something based on skin color.” Lyons Dep. at 243-45. Mr. Lyons has explained that he believed Dr. Adamowski rejected the District’s then-Chief Financial Officer’s recommendation to eliminate plaintiff’s position in the 2015-16 budget in part because, having just been appointed a vote cast along racial lines, Dr. Adamowski wanted to avoid anything that could further stoke tensions. Id. at 246. But this is merely Mr. Lyons’ perception of the conversation with Dr. Adamowski and speculation about Adamowski’s motivations; Lyons’ words, beliefs, and intent cannot be ascribed to Adamowski, nor are they probative of his state of mind. Agosto v. Premier Maintenance, Inc., 185 Conn. App. 559, 582 (2018) (“remarks made by someone other than the person who made the decision adversely affecting the plaintiff may have little tendency to show that the decision-maker was motivated by the discriminatory sentiment expressed in the remark.”) (citations omitted).

Plaintiff also asserts that Lyons’ “reference to ‘southern crackers’ ... belittl[es] Plaintiff for seeking what is best for the black community.” Opp’n at 25. Contrary to this perversion, a fair reading of the email reveals that Lyons expressed confidence that minority students could thrive in the Core Knowledge-enriched environment, and it was plaintiff that baldly snapped that curriculum “wouldn’t work” with black students due to their “unique circumstances.” Pl.’s Ex. 10. From Lyons’ perspective,

plaintiff's grossly generalized, dismissive retort was, "at base," as logically flawed as a hypothetical theory that black students struggle academically because of innate "inferiority." Id. Putting aside plaintiff's unnatural manipulation of Lyons' words, a non-decisionmaker's single reference to race in a communication about a curriculum dispute more than four years before the challenged employment action is not sufficient evidence to survive summary judgment. See Chan v. Donahoe, 63 F. Sup. 3d 271, 293-94 (E.D.N.Y. 2014) ("In the absence of a clearly demonstrated nexus to an adverse employment action, stray workplace remarks are insufficient to defeat a summary judgment motion ... It is well established that the stray remarks even of a decision maker, without more, cannot prove a claim of employment discrimination.").

Plaintiff strips from context Lyons' assertion that the District needed a "certified ball-buster" as the next Superintendent, despite "how much the Trio want[ed] a black superintendent." Opp'n at 25. In context, during the search for a Superintendent in 2015, the three minority members of the BOE effectively refused to support a non-black candidate, Lyons Dep. at 315-16, which itself is decidedly discriminatory. Regardless, the email reflects that Lyons preferred a "ball-buster" to "clean up" an "out-of-control school system," which was then being hammered by special education costs. Id.; Pl.'s Ex. 11. Even if tartly put, Lyons was merely prioritizing the District's best interests above those of a select few.

Plaintiff's espoused conspiracy ignores a history of preferential treatment he received. For instance, in 2012, rather than be laid off with 80 other employees after the BOE was appropriated \$5 million less than the amount requested, plaintiff's job was merely reduced on request of the then-Superintendent. If the reduction was a discriminatory act, then it was endorsed by two minority BOE members. Lyons Dep. at 70; Ex. G, at 4-6. Thereafter, in 2015, because the proposal was not supported by an incoming Adamowski, the BOE did not adopt its CFO's recommendation to eliminate plaintiff's position in balancing the budget. Lyons Dep. at 242; Lyons Aff. ¶ 18. The reorganization of Central

Office was not part of a conspiracy but an operational shift that had been formulated, recommended, and approved back in 2014 by another administration and BOE.¹ Adamowski Dep. at 18, 29-30; Defs.' Ex. I, at 5-8; Defs.' Ex. J, at 1-7; see Lyons Dep. at 104-05. While plaintiff's position was repurposed in this reorganization, at least one other position, Deputy Superintendent, was altogether eliminated. See Defs.' Ex. K; see also Pl.'s Dep. at 116.

More importantly, the record indisputably establishes that, in the 2016-17 budget process, the City did not fully fund the BOE's budget request. Defs.' Ex. Q, at 3-4; Def.s' Ex. S, at 7-8, 13. It is also beyond dispute that this reality compelled the Superintendent and CFO to undertake a reconciliation process through which the necessary cuts to balance the budget were more particularly formulated and finalized. Adamowski Aff. ¶ 38. Plaintiff does not dispute that, in addition to his position, two other positions within Central Office were eliminated – both held by Caucasian employees – along with twenty-one school level jobs, such as teachers, nurses, and aides. Id. ¶¶ 57-64. Dr. Adamowski has explained his reasoning for eliminating plaintiff's position, id. ¶¶ 45-56, which reasoning was indiscriminately applied to the other two Central Office positions cut. Compare id., with id. ¶¶ 57-62. By totally failing to even acknowledge these legitimate business justifications, plaintiff has not adduced evidence sufficient to create a triable dispute as to pretext.

Plaintiff also appears to argue that, because Mr. Lyons stated in a newspaper article that “[i]t came down to [Plaintiff's] position and a security position,” defendants have offered shifting justifications for eliminating the Climate Coordinator position. Opp'n at 28. To the contrary, Dr. Adamowski testified that other positions within Central Office had been considered in the course of the

¹ That plaintiff complains of discrete acts taken over a period of time that spanned numerous Superintendents and BOE compositions militates against plaintiff's argument of some ongoing conspiracy. See Alleyne v. Four Seasons Hotel–N.Y., No. 99 CIV. 3432(JGK), 2001 WL 135770, at *8, (S.D.N.Y. 2001) (no continuing violation where “[n]umerous different supervisors and decision-makers from different departments were involved in the decisions to fill the various positions and there is no evidence that their behavior was related in any way.”), aff'd, 25 Fed. Appx. 74 (2d Cir. 2002).

budget process, including a security position held by former-Police Captain Joe Rios. Adamowski Dep. at 12-13. Plaintiff finds additional falsity in Lyons’ reference to the Orlando nightclub shooting as a basis for retaining the security position, but a fair reading indicates that Lyons refers to Orlando as the most recent example of an unfortunate pattern of similar events. See Opp’n at 28. Irrespective, both Lyons and Adamowski have unequivocally testified that the BOE had absolutely no involvement in formulating, refining, and finalizing the positional cuts necessary to balance the budget, Adamowski Aff. ¶¶ 65-67; Lyons Aff. ¶ 43, and plaintiff has no proof otherwise. How an elected, non-decisionmaker chooses to respond to a local media inquiry is not the same as credible evidence that plaintiff’s race and color motivated the challenged action.

Plaintiff’s contention that the Mayor’s purported “question[ing] whether or not there were other cuts that could be looked to instead of cutting Plaintiff’s position” raises doubts about defendants’ non-discriminatory justifications is unavailing. Opp’n at 29. As it relates to the BOE, the Mayor has limited involvement in the budget process, Defs.’ Summ. J. Mem. at 3, and, once monies have been allocated by the Board of Estimate and Taxation, the Mayor certainly has no control over how that money is used. Board of Education of City of New Haven v. City of New Haven, 237 Conn. 169, 180 (1996) (“[E]ven if the board of education justifies an appropriation for its annual operating budget based upon an anticipated expenditure for a particular educational purpose, it has the discretion to expend operating funds for an alternative educational purpose.”). Notwithstanding, whether something or someone else could have been cut to save plaintiff’s position is irrelevant to whether race was a determinative factor in the job cut.

Plaintiff mistakenly argues that “the Defendants’ decisions to remove most (eventually all) of Plaintiff’s job duties and redistribute them to other employees outside plaintiff’s protected classes are a form of discrimination.” Opp’n at 29. Instead, if proved, this circumstance gives rise to an *inference* of discrimination – a prong of the prima facie case and proposition supported by the law plaintiff cites. Id.

at 30 (citing Montana v. First Federal Savings and Loan Assoc., 869 F.2d 100 (2d Cir. 1989) and Gallo v. Prudential Residential Svcs., 22 F.3d 1219 (2d Cir. 1994)). However, as applied here, those cases are factually inapposite and do not support plaintiff's pretext contentions.

In Montana, the Second Circuit considered a redistribution of duties as one of **six** factors in finding a triable issue as to pretext, 869 F.3d at 105-06, and, in Gallo, the court found disputed pretext issues due to the employer reviving previously eliminated duties of the plaintiff nine months after her termination; the disputed applicability of a re-hire policy; and the hiring of numerous individuals outside the plaintiff's protected class to perform similar duties or duties for which the non-class members had limited and the plaintiff had extensive experience. 22 F.3d at 1226-28. Here, even if plaintiff's duties were absorbed by non-class members, the legitimate reasons underlying those assignments and the anticipated ease with which those individuals would assume such duties is consistent with Adamowski's desire to eliminate positions with easily transferrable duties. Adamowski Aff. ¶ 41. Furthermore, none of the positions cut from Central Office has been refilled, id. ¶ 63, and, the two Caucasian Central Office employees' duties were absorbed by existing employees. See id. ¶¶ 57-62.

2. Retaliation

Plaintiff's entire argument in support of his CFEPA retaliation claim is that he "has ... complained about discrimination both informally and formally in the context of his CHRO complaint," there is a close temporal proximity between his CHRO complaint and termination, and defendants had knowledge of the CHRO complaint. Opp'n at 32-33. Given this thin evidentiary basis, judgement in the defendants' favor is compelled.

As for "informal" complaints, plaintiff avers that he "recall[s] complaining to several individuals" about discrimination without connecting those purported "complaints" to any specific event, timeframe, or protected class. See Pl.'s Aff. ¶ 27. Plaintiff has testified that he spoke with Adam Bovilsky and the

Mayor in or around November 2015, Pl.’s Dep. 112-14, but there is absolutely no evidence that Dr. Adamowski, nor any BOE member, became specifically aware of those conversations. Given the absence of actual knowledge and that mere corporate knowledge cannot prove pretext, plaintiff’s retaliation claim fails. Zwan Kwan v. Andalex Group LLC, 737 F.3d 834, 844 n.4 (2d Cir. 2013); Lore v. City of Syracuse, 670 F.3d 127, 172 (2d Cir. 2012) (affirming judgment for individual defendant who lacked personal knowledge of the protected activity at the time of the alleged retaliation); Bamba v. Fenton, 758 Fed. Appx. 8, 13 (2d Cir. 2018) (summary order) (same).

In terms of the CHRO complaint, plaintiff wholly relies on a close temporal proximity to prove causation; Opp’n 32-33; however, “[t]he temporal proximity of events may give rise to an inference of retaliation for the purposes of establishing a prima facie case of retaliation . . . , but without more, such temporal proximity is insufficient to satisfy [the] burden to bring forward some evidence of pretext.” El Sayed v. Hilton Hotels Corp., 627 F.3d 931, 933 (2d Cir. 2010). For this additional reason plaintiff’s retaliation claim fails as a matter of law. Id. (affirming granting of summary judgement on Title VII retaliation claim because the plaintiff “produced no evidence other than temporal proximity in support of his charge that the proffered reason for his discharge was pretextual.”).

These fatal insufficiencies aside, plaintiff was one of twenty-four employees laid off due to budgetary issues, one of three positions cut within Central Office – the other two held by Caucasians – and Dr. Adamowski has proffered legitimate reasons for choosing the Central Office positions cut. For plaintiff’s BOE conspiracy theory to work, the decision to terminate him would have to have been made long **before** the filing of his CHRO complaint in May 2016, thereby necessarily defeating any retaliation claim, Davis v. Town of Bloomfield, No. 3:12–CV–01271 (JCH), 2014 WL 4364907, at *9 (D. Conn. Sept. 2, 2014) (holding that the plaintiff failed to make out a prima facie case of retaliation where the adverse employment action occurred before the plaintiff engaged in the protected activity), and that Dr.

Adamowski and plaintiff continued to discuss a potential retirement package through the very end of June 2016 is totally incongruent with a conspiracy to terminate plaintiff for retaliatory purposes. Pl.’s Dep. at 168-69. This reality coupled with the total absence of evidence undermining Dr. Adamowski’s unequivocal denial of being tasked by the BOE to oust plaintiff, Adamowski Dep. at 43-45; see Adamowski Aff. ¶ 71, leaves plaintiff’s claim without the most basic evidentiary support, and, consequently, summary judgment should enter in favor of defendants.

C. PLAINTIFF’S LEGISLATOR STATUS CLAIMS MUST FAIL

Plaintiff urges, and defendants do not disagree at this time, that his claims pursuant to General Statutes § 2-3a should be analyzed under the McDonnell-Douglas burden shifting paradigm. Opp’n at 33. Similarly to his CFEPa claims, plaintiff substantially relies on a single, antiquated comment of Lyons and a snippet of deposition testimony from Lyons’ two-volume transcript. Plaintiff argues that these remarks and the lack of a disciplinary record establishes that he was terminated “because [he] did not use his power as a legislator to steer funding to the City of Norwalk’s Board of Education.” Id. at 35. An unbiased review of the record proves otherwise.

Expectedly, plaintiff’s alleged “direct, blatant and glaring evidence of” discriminatory intent is Lyons’ statement that the “change,” namely, ensuring plaintiff works his required hours, “will severely curtail Morris’ political activities ...” Id. at 34. Taken in connection with the entire email from which it was self-servingly excised, Lyons is merely opining that, if plaintiff is truly held accountable for working his mandated hours, plaintiff’s “political activities” would naturally decrease due to less available time. See Lyons Aff. ¶ 30. Moreover, this remark was made a year before plaintiff’s termination, did not relate to that job action, and did not regard the decisional process thereof, and there is no evidence that the ultimate authority, Dr. Adamowski, ever uttered anything discriminatory. Adamowski Aff. ¶ 70.

Plaintiff also relies on a portion of Lyons' explanation of why he viewed plaintiff as a "snake": "That you know, [plaintiff] hadn't brought us any big ECS funding increases of anything in all the years he was in the legislature." Opp'n at 35. A review of Lyons' response, as a whole, reveals that Lyons believed plaintiff had used his political connections in the City to leverage a vaguely defined, loosely supervised job in the District and successful bids for elected office, yet, in terms of tangible achievements and objective measurables, he had seemingly done little to benefit his constituency in those roles. Lyons Dep. at 248-49. Contrary to plaintiff's theory, Dr. Adamowski believed plaintiff was working diligently on behalf of his constituents and testified that, in 2017, when the Connecticut General Assembly passed a new ECS formula, the new formula was beneficial to the City. Adamowski Dep. at 75-76.

Simply put, plaintiff has not presented sufficient evidence that his status as a legislator, rather than sheer budgetary realities, was a motivating force behind the elimination of his position. Without a suggestion of discriminatory intent, the Court should be disinclined to "reexamine [defendants'] business decisions." Delaney v. Bank of America, 766 F.3d 163, 169 (2d Cir. 2014).

III. CONCLUSION

For all the foregoing reasons, as well as those set forth in the previously submitted Memorandum of Law, defendants City of Norwalk, Norwalk Public Schools, and the Norwalk Board of Education respectfully request that the Court enter summary judgment in their favor on plaintiff's entire complaint.

DEFENDANTS, CITY OF NORWALK, ET AL.

BY/ss/ Dennis M. Durao
Dennis M. Durao
Karsten & Tallberg, LLC
500 Enterprise Drive, Ste. 4B
Rocky Hill, CT 06067
T: (860)233-5600
F: (860)233-5800
ddurao@kt-lawfirm.com

CERTIFICATION

This is to certify that a copy of the foregoing was provided by electronic mail pursuant to Practice Book § 10-13 on May 10, 2019 to the following counsel of record:

Daniel Angelone, Esq.
Angelone Law Offices
799 Silver Lane, 2nd Floor
Trumbull, CT 06611
daniel@angelonelaw.com

/ss/Dennis M. Durao
Dennis M. Durao

EXHIBIT D

**SUPPLEMENTAL PAGES TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT EXHIBIT D**

1 NO. FST-CV-17-6032660-S * SUPERIOR COURT
 2 BRUCE MORRIS * J.D. OF STAMFORD-NORWALK
 3 vs. * AT STAMFORD
 4 CITY OF NORWALK, ET AL. * JANUARY 3, 2019

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DEPOSITION
 OF
 BRUCE MORRIS

Taken before Sandy K. Visentin, Registered Professional Reporter and Notary Public in and for the State of Connecticut, pursuant to the Connecticut Practice Book, at the Angelone Law Offices, LLC, 799 Silver Lane, 2nd Floor, Trumbull, Connecticut, on Thursday, January 3, 2019, commencing at 11:09 a.m.

Sandy K. Visentin, LSR, RPR
 CSR No. 234

A P P E A R A N C E S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPRESENTING THE PLAINTIFF:

ANGELONE LAW OFFICES, LLC
799 Silver Lane, 2nd Floor
Trumbull, CT 06611
(203) 378-2979

By: Daniel Angelone, Esq.
daniel@angelonelaw.com

REPRESENTING THE DEFENDANTS:

KARSTEN & TALLBERG, LLC
500 Enterprise Drive, Suite 4B
Rocky Hill, CT 06067
(860) 233-5600

By: Dennis M. Durao, Esq.
ddurao@kt-lawfirm.com

1 horrible job -- not a horrible job but you didn't do
2 well on that meeting with those board members.

3 And I took the time to share with him
4 and I said, Yeah, but the objectives that I'm being
5 told about now were never clarified going into that
6 meeting. And I said that I in fact tried to share
7 information to help them, and that ended up working
8 against me.

9 But my point of meeting with him was to
10 say, you know, if you have someone evaluate me, how can
11 he evaluate me when I don't have a job description?
12 And he said, Oh, we will get that for you, we'll get
13 that for you. And it still didn't come for months.
14 Actually, I shouldn't say months, for a long time period
15 of time thereafterwards.

16 Q. Did you ever complain to anybody in the City or
17 the Board of Education that the change from Director of
18 Human Relations to School Climate Coordinator was a result
19 of racism?

20 A. Indirectly as a matter of a general conversation
21 that I'm alleging discrimination, yes.

22 Q. Explain that to me. As a matter of general
23 conversation?

24 A. I met with the Human Relations Director for the
25 City of Norwalk.

1 Q. Who is that?

2 A. Adam Bovilsky. And I outlined for him from the
3 beginning up until a more recent point the number of
4 activities which did include the change of position that
5 I deemed as a matter of discrimination based upon my race
6 and my political position.

7 I had had a conversation also with the
8 mayor.

9 Q. Who was it at that time?

10 A. Harry Rilling.

11 Q. Was that at or about the same time that you met
12 with Adam?

13 A. Prior.

14 Q. Because the --

15 A. In which I told him I believe I was being
16 targeted and that the plan was to do this in order to
17 terminate me.

18 Q. And when you say "do this," you mean
19 transitioning to this new position?

20 A. Transitioning to the new position, yeah.

21 Q. And so you met with Adam in November of 2015?

22 A. That most likely was November of 2015, yes.

23 Yes.

24 Q. So Mayor Rilling was before that?

25 A. Yeah. Mayor Rilling was either before that or

1 in the very beginning of November.

2 Q. Okay, so close?

3 A. Yeah. Yeah, because it wasn't too long
4 afterwards that we had this event.

5 Q. So if you look at Defendants' Exhibit No. 9,
6 do you recognize this to be the organizational chart for
7 Norwalk Public Schools once Dr. Adamowski had come into
8 his tenure as Superintendent?

9 A. I'm not sure what his organizational chart was
10 after he came in.

11 Q. Okay. Let's do this, then. Chief of School
12 Operations, right in the middle, that was our buddy,
13 Frank; right?

14 MR. ANGELONE: Objection as to
15 the form.

16 MR. DURAO: As to the buddy
17 part?

18 MR. ANGELONE: Yeah.

19 BY MR. DURAO:

20 Q. Chief Academic Officer, who is that?

21 A. That would be Mike O'Connor.

22 MR. ANGELONE: I'm sorry, are
23 you representing to the witness
24 that this is the organizational chart
25 under Adamowski?

1 would it be interesting to you if I'm able to get that
2 money restored to that level that you would have had
3 since you can get a pension at that level -- and I can't
4 give you all of the details because I may forget it
5 all --

6 Q. Yeah, sure.

7 A. -- and my summary answer was certainly I would
8 be interested in taking a look at it.

9 Q. At some point after that meeting, in June of
10 2016 you received a draft of a proposal from the Board of
11 Education's lawyer; right?

12 A. I don't know if it was from the lawyer or what,
13 but Dr. Adamowski gave me a draft.

14 Q. And that was around June 16 or so, something
15 like that, mid-June?

16 A. Yeah, maybe around there.

17 Q. In between that date and this May meeting,
18 were there any additional meetings between you and
19 Dr. Adamowski?

20 A. I'm not certain. I vaguely remember where he
21 may have at least talked to me about just to confirm that
22 he could -- yeah, I probably shouldn't comment.

23 Q. If you don't remember, you don't remember,
24 that's fine.

25 A. Yeah, I don't recall with any certainty at this

1 moment.

2 Q. Do you remember having any additional
3 discussions concerning this proposal that he had outlined
4 earlier to you in May?

5 A. Yes, actually he had referred Tom Hamilton to
6 kind of handle -- I kind of vaguely remember, I get the
7 meetings mixed up, that he had a number and gave me
8 something with a projection of what that pension might
9 look like.

10 I do recall he gave me -- at one point in
11 time that Tom Hamilton were going into discussions
12 because of the numbers they had that they were using for
13 salary was wrong, and it goes back to what I testified to
14 earlier about the adjusted salary basis and what my
15 contractual salary should have really been.

16 Q. So there were some additional negotiations
17 concerning dollar amounts and things of that nature; is
18 that fair to say?

19 A. Not negotiations directly with him but
20 conversations with Tom Hamilton, yeah.

21 Q. You received the draft agreement from
22 Dr. Adamowski and that was about mid-June, and then on
23 June 23, 2016 your lawyer sends a demand letter. Do you
24 understand that?

25 A. Yes.

1 STATE OF CONNECTICUT :
2 COUNTY OF NEW HAVEN : SS

3
4 I, SANDY K. VISENTIN, a Registered Professional
5 Reporter and Notary Public duly commissioned and qualified
6 in and for the State of Connecticut, do hereby certify
7 that pursuant to notice there came before me on January 3,
8 2019, the following-named person to wit: BRUCE MORRIS,
9 who was by me duly sworn to testify to the truth and
10 nothing but the truth; that he was thereupon carefully
11 examined upon his oath and his examination reduced to
12 writing under my supervision; that this transcript is a
13 true record of the testimony given by the witness.

14 I further certify that I am neither attorney
15 nor counsel for nor related to nor employed by any of the
16 parties to the action in which this deposition is taken;
17 and further, I am not a relative or employee of any
18 attorney or counsel employed by the parties hereto, or
19 financially interested in this action.

20 *Sandy K. Visentin*

21 _____
22 Sandy K. Visentin
23 LSR, RPR and Notary Public
24 CSR No. 234

DATED: January 7, 2019

25
My Commission Expires:
August 31, 2021

EXHIBIT E

SUPPLEMENTAL PAGES TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT EXHIBIT E

SUPERIOR COURT
JUDICIAL DISTRICT OF STAMFORD
at Stamford

* * * * *
MR. BRUCE MORRIS,
Plaintiff,

VS.

CITY OF NORWALK, NORWALK
BOARD OF EDUCATION, AND
NORWALK PUBLIC SCHOOLS
DISTRICT,
Defendants.

* * * * *

FST-CV-17-6032660

Trumbull, CT
February 5, 2019
10:35 a.m.

DEPOSITION OF MICHAEL LYONS

APPEARANCES:

FOR THE PLAINTIFF:

ANGELONE LAW OFFICES, LLC
BY: DANIEL T. ANGELONE, ESQUIRE
799 Silver Lane
Trumbull, CT 06611
Phone: (203) 378-2979
Email: Daniel@angelonelaw.com

FOR THE DEFENDANTS:

KARSTEN & TALLBERG, LLC
BY: DENNIS M. DURAO, ESQUIRE
500 Enterprise Drive, 4B
Rocky Hill, CT 06067
Phone: (860) 233-5600
Email: Dduraokt-lawfirm.com

ALSO PRESENT: BRUCE MORRIS

1 you know, relying on people like Tony Daddona who we
2 knew was working to undercut him. And that, you know,
3 if he was going to be successful, he needed to bring in
4 a new team of people who would be on his side, who
5 would carry out his plan and not work behind the scenes
6 to undercut him. .

7 And I identified for him what -- what we came
8 to call "The Four Horsemen," which were people that we
9 had experienced over, you know, the four years I'd been
10 on the board who were known to be resisters, in some
11 places openly insubordinate, to policies the board had
12 set and that the superintendent was trying to execute.
13 And I told him, "You have to take action. Either bring
14 these people in line or get them out the door. Or
15 they'll undercut you the same way they undercut
16 Rivera."

17 Q. Okay. Can you please identify for me the
18 individuals you designated as The Four Horsemen?

19 A. Tony Daddona, Tony Ditrio, Bruce Morris, and
20 Lynne Moore.

21 Q. Okay. Let's take them one at a time. Tony
22 Daddona, please describe for me why you believed he was
23 attempting to undercut Manny Rivera?

24 A. Well, I knew he was undercutting Rivera. I
25 knew about the incident with, you know, trying to

1 C E R T I F I C A T I O N .

2

3 I, Qiana M. Burgess, Registered Professional
4 Reporter, Certified Shorthand Reporter No. 327, and a
5 Notary Public within and for the State of Connecticut,
6 do hereby certify:

7 That the foregoing proceedings were taken before
8 me at the time and place therein set forth, at which
9 time the witness was put under oath by me;

10 That the testimony of the witness, the questions
11 propounded, and all objections and statements made at
12 the time of the examination were recorded
13 stenographically by me and were thereafter transcribed.

14 I further certify that I am not related to the
15 parties hereto or their counsel, and that I am not in
16 any way interested in the events of said cause.

17 Dated at Woodbridge, Connecticut, this 8th day of
18 February, 2019.

19

20 Qiana M. Burgess, RPR, CSR

21 Notary Public

22 Certificate No: 327

23 My Commission Expires:

24 March 31, 2019

25

SUPERIOR COURT
JUDICIAL DISTRICT OF STAMFORD
at Stamford

* * * * *

MR. BRUCE MORRIS,
Plaintiff,

VS.

CITY OF NORWALK, NORWALK
BOARD OF EDUCATION, AND
NORWALK PUBLIC SCHOOLS
DISTRICT,
Defendants.

* * * * *

FST-CV-17-6032660

Trumbull, CT
March 25, 2019
10:36 a.m.

CONTINUATION OF THE DEPOSITION OF MICHAEL W. LYONS

APPEARANCES:

FOR THE PLAINTIFF:

ANGELONE LAW OFFICES, LLC
 BY: DANIEL T. ANGELONE, ESQUIRE
 799 Silver Lane
 Trumbull, CT 06611
 Phone: (203) 378-2979
 Email: Daniel@angelonelaw.com

FOR THE DEFENDANTS:

KARSTEN & TALLBERG, LLC
 BY: DENNIS M. DURAO, ESQUIRE
 500 Enterprise Drive, 4B
 Rocky Hill, CT 06067
 Phone: (860) 233-5600
 Email: Ddura@kt-lawfirm.com

ALSO PRESENT: BRUCE MORRIS

1 trying to understand the context. I understand what
2 Mr. Rudl and you and Mr. Meek are discussing in the
3 bottom half.

4 A. Mm-hmm.

5 Q. I don't understand -- can you explain to me
6 why you decided to put this information in your email
7 regarding the Trio wanting a black superintendent, what
8 does that have to do with anything that's being
9 discussed below?

10 A. Well, what it has to do is that this was all
11 evidence of, you know, an out-of-control school system,
12 basically.

13 Q. Mm-hmm.

14 A. And the Trio -- Rosa, Shirley, and Migdalia --
15 were pushing for us to hire a black superintendent.
16 Which Shirley made very clear, because he was black,
17 she thought that the kids needed to see somebody with
18 the same skin color. But the guy was in his first job
19 as a super. He was managing a school system with 3,500
20 kids versus the 11,500 that we had. It was not an
21 urban school district. And we had no basis to believe
22 that he was going to have the wherewithal to come in
23 here and clean all of this stuff up. And Adamowski
24 had -- and, you know, this is in the process when we
25 were selecting superintendents. We were down to I -- I

1 think we were down the last three candidates.
2 Adamowski had a reputation shared by the people who
3 hated him, as much as by the people who loved him, as a
4 tough guy who would come in and really shake things
5 up.

6 Q. Okay. Did Ms. Mosby ever express to you that
7 she desired a black superintendent to be hired,
8 regardless of that black superintendent's
9 qualifications?

10 A. No.

11 Q. Okay.

12 A. No.

13 Q. It was -- it was just your opinion that
14 Dr. Adamowski was, at this particular time, more
15 qualified, experienced than the candidate that
16 Ms. Mosby was supporting?

17 MR. DURAO: Objection to the form. You
18 can answer.

19 THE DEPONENT: Yes, that was my view.

20 BY MR. ANGELONE:

21 Q. And to clarify, I think we kind of talked
22 about this at our first deposition. You mentioned
23 there were several candidates, one of them being from
24 New Jersey. To the best of your recollection, was the
25 African-American candidate the one from New Jersey that

1 C E R T I F I C A T I O N .

2

3 I, Qiana M. Burgess, Registered Professional
4 Reporter, Certified Shorthand Reporter No. 327, and a
5 Notary Public within and for the State of Connecticut,
6 do hereby certify:

7 That the foregoing proceedings were taken before
8 me at the time and place therein set forth, at which
9 time the witness was put under oath by me;

10 That the testimony of the witness, the questions
11 propounded, and all objections and statements made at
12 the time of the examination were recorded
13 stenographically by me and were thereafter transcribed.

14 I further certify that I am not related to the
15 parties hereto or their counsel, and that I am not in
16 any way interested in the events of said cause.

17 Dated at Woodbridge, Connecticut, this 10th day of
18 April, 2019.

19

20 Qiana M. Burgess, RPR, CSR

21 Notary Public

22 Certificate No: 327

23

24 My Commission Expires:

25 March 31, 2024

EXHIBIT V

**SUPPLEMENTAL PAGES TO DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT EXHIBIT V**

STATE OF CONNECTICUT

DN: FST-CV-17-6032660 : SUPERIOR COURT
MR. BRUCE MORRIS : JD OF STAMFORD
VS. : AT STAMFORD
CITY OF NORWALK, ET AL : FEBRUARY 11, 2019

DEPOSITION OF: STEVEN ADAMOWSKI
taken at
Angelone Law Offices
799 Silver Lane
Trumbull, Connecticut

APPEARANCES:

Representing the Plaintiff:

ANGELONE LAW OFFICES
799 Silver Lane
Trumbull, CT 06611
BY: DANIEL T. ANGELONE, ESQ.
(203) 378-2979
daniel@angelonelaw.com

Representing the Defendants:

KARSTEN & TALLBERG
500 Enterprise Drive
Rocky Hill, CT 06067
BY: DENNIS M. DURAO, ESQ.
(860) 233-5600
ddurao@kt-lawfirm.com

IN ATTENDANCE:
Bruce Morris

Keli McGilton
Licensed Court Reporter-00088/Notary Public

1 then the third full paragraph where it says "it came
2 down." Do you see that?

3 A. Yes.

4 Q. I'm going to read it for the record. It came
5 down to Morris's position and a security position, and
6 particularly in the wake of the mass shootings and like
7 Orlando, we couldn't see the elimination of that part
8 of the school system, Lyons said. Did I read that
9 right?

10 A. Yes.

11 Q. Lyons, do you know who that refers to?

12 A. Yes.

13 Q. Who's that?

14 A. It refers to Michael Lyons, who was the chair of
15 the Board of Education at the time.

16 Q. Do you, sitting here today, know which security
17 position Mr. Lyons is referring to in that quote?

18 A. Yes.

19 Q. Which security person would that be?

20 A. There was only one. We had a director of school
21 safety and security, who I think had just been hired
22 earlier that year. That was the other position in
23 operations.

24 Q. Do you remember that person's name?

25 A. Yes. Captain Joseph Rios.

1 Q. And is he still an employee?

2 A. He is.

3 Q. Do you remember when he was hired?

4 A. I know he was hired earlier that year. I can't
5 recall the exact date.

6 Q. Did you have any involvement in the Captain's
7 hiring?

8 A. I approved his hiring. He was actually
9 interviewed -- the selection process was conducted by
10 Frank Costanzo, who is the chief of school operations.

11 Q. Do you know -- and also in this quote on
12 Exhibit 4 references the mass shootings like Orlando.
13 Do you see that?

14 A. Yes.

15 Q. First of all, do you know what that refers to,
16 the mass shooting like Orlando?

17 A. I think it was that nightclub situation. I'm
18 not certain.

19 Q. Do you recall when that happened?

20 A. No.

21 Q. If I told you it happened in 2016, would you
22 have any reason to dispute that?

23 A. No.

24 Q. I think it was June 2016, if I'm not mistaken.

25 A. Okay.

1 Q. (By Mr. Angelone) I'm asking specifically about
2 you, sir. Did you, yourself, with your delegation ever
3 advocate for a specific alternative or proposal other
4 than the one that was proposed in Hartford --

5 A. I did with the Board of Education collectively,
6 yes.

7 Q. And Mr. Morris was part of those conversations
8 as a state legislator.

9 A. He may have been.

10 Q. Do you recall, sitting here today, what the
11 outcome was of that state budget passing? Did Norwalk
12 get less money than your thought? -- more money than
13 you thought?

14 A. We always want more money, but no, I can't
15 recall specifically. The context for this was leading
16 up to the revision of the ECS formula, and that
17 revision was somewhat favorable to Norwalk.

18 Q. Did you ever feel at any point in time that Mr.
19 Morris was not doing enough to try to get more money
20 for the City of Norwalk in his the capacity as a
21 legislator?

22 A. I believe all of our legislator were working for
23 the best interest of their constituents.

24 Q. My question was a little bit different, sir. I
25 asked you about whether or not you ever formed the

1 opinion that Mr. Morris was not doing all he could.

2 A. I would not have that opinion, based on my
3 previous answer.

4 Q. So you did not have that opinion.

5 A. I did not. We're dealing with double negatives
6 here. You said did have opinion that Mr. Morris did
7 not, and I said I did not.

8 Q. You never had that opinion.

9 A. Correct.

10 Q. I understand. I deal in double negative all the
11 time, trust me.

12 This was previously marked, sir, as Exhibit 2 in
13 the deposition of Mr. Lyons. I'm just going to show
14 this to you. Take a look at that.

15 MR. ANGELONE: I'm also going to mark this
16 one while we're at it.

17

18 (Plaintiff's Exhibit 7, marked for
19 identification)

20

21 Q. (By Mr. Angelone) Sir, I'm show you Exhibit 7.
22 It's a lot shorter.

23 A. Yes.

24 Q. Exhibit 2, have you ever seen this before?

25 A. I may have seen it. I'm more familiar with

1 STATE OF CONNECTICUT)
2 STAMFORD)

3

4 I, Keli McGilton, a Notary Public in and for the
5 State of Connecticut, do hereby certify that there came
6 before me on the 11th day of February, 2019, at the
7 Angelone Law Offices, 799 Silver Lane, Trumbull,
8 Connecticut, the following named person, to wit: STEVEN
9 ADAMOWSKI, who was by me duly sworn to testify to the
10 truth and nothing but the truth as to his knowledge
11 touching and concerning the matters in controversy in
12 this cause; that he was thereupon examined upon his oath
13 and said examination reduced to writing by me; and that
14 the statement is a true record of the testimony given by
15 the witness, to the best of my knowledge and ability.

11 I further certify that I am not a relative or
12 employee of counsel/attorney for any of the parties, nor
13 a relative or employee of such parties; nor am I
14 financially interested in the outcome of the action.

14 WITNESS MY HAND this 19th day of February, 2019.

15

16

17

Keli McGilton
Notary Public

18

19

20

21

22

23

24 My Commission expires:
25 July 31, 2022