

STATE OF NEW YORK  
SUPREME COURT

COUNTY OF GENESEE

GREG STANTON  
121 Meadow Farm North, Apt. 1  
North Chili, New York 14514,

Plaintiff,

v.

BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
6917 West Bergen Road  
Bergen, New York 14416

Plaintiff designates Monroe  
County as the place of trial

BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
6917 West Bergen Road  
Bergen, New York 14416

**SUMMONS**

Index No.: **62221**

DANIEL BEDETTE  
6917 West Bergen Road  
Bergen, New York 14416

Basis of venue is  
Plaintiff's place of residence.

and

SCOTT MARTZLOFF  
105 Casey Road  
East Amherst, New York 14051,

Defendants.

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on Plaintiffs' attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

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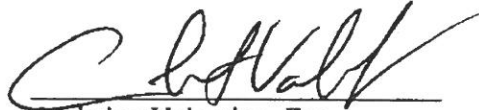
Woods Oviatt Gilman LLP  
700 Crossroads Building  
2 State Street  
Rochester, New York 14614

FILED  
GENESEE COUNTY CLERK  
08/22/2012 10:57:04 A.M.

DATED: August 20, 2012  
Rochester, New York

WOODS OVIATT GILMAN LLP

By:



Christian Valentino, Esq.

*Attorneys for Plaintiff*

700 Crossroads Building

2 State Street

Rochester, New York 14614

585.987.2800

STATE OF NEW YORK  
SUPREME COURT

COUNTY OF GENESEE

GREG STANTON,

Plaintiff;

v.

BYRON-BERGEN CENTRAL SCHOOL DISTRICT,  
BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION, DANIEL BEDETTE, AND  
SCOTT MARTZLOFF,

**VERIFIED COMPLAINT**

Index No.: **62221**

Defendants.

Plaintiff, GREG STANTON, by and through his attorneys, Woods Oviatt Gilman LLP, as and for his Complaint against Defendants, BYRON-BERGEN CENTRAL SCHOOL DISTRICT, BYRON-BERGEN CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION, DANIEL BEDETTE, AND SCOTT MARTZLOFF (hereinafter collectively referred to as "Defendants"), alleges as follows:

**PARTIES**

1. Plaintiff, Greg Stanton (hereinafter "Mr. Stanton" or "Plaintiff"), is a natural person who currently resides in the County of Monroe, State of New York.

2. Upon information and belief, Defendant Byron-Bergen Central School District Board of Education ("the Board of Education") is the governing body of the Byron-Bergen Central School District (the "District"), which is located and operated in the County of Genesee, State of New York.

3. Upon information and belief, Defendant Daniel Bedette ("Mr. Bedette"), is an individual who, at all times material within this Complaint was, and is, the Middle School Principal at the District. Upon information and belief, Mr. Bedette resides in the County of Genesee, State of New York.

4. Upon information and belief, Defendant Scott Martzloff ("Mr. Martzloff"), is an individual who is the former Superintendent of Schools for the District. Upon information and belief, Mr. Martzloff resides in the County of Erie, State of New York.

### **MATERIAL FACTS**

5. On or about October 19, 2010 and October 29, 2010, Mr. Stanton and Mr. Martzloff, as the Superintendent for the District, respectively, voluntarily executed an "Agreement and Release of Claims By and Between the Byron-Bergen Central School District and Gregory Statement" (hereinafter "the Agreement").

6. The parties to the Agreement voluntarily entered into and signed the Agreement to resolve the Education Law § 3020-a disciplinary charges (the "§ 3020-a charges") initiated by the District against Mr. Stanton.

7. At the time that the Agreement was signed, Mr. Stanton was a tenured teacher in the District.

8. As part of the consideration for Mr. Stanton agreeing to sign the Agreement, Mr. Stanton required the Agreement to state that, by executing the Agreement, he was not admitting guilt to any of the allegations set forth in the § 3020-a charges.

9. The Agreement signed by the parties to the Agreement expressly states that "[t]he parties enter this Agreement and Release solely by way of compromise, with no admission of guilt by Mr. Stanton as to any of the allegations set forth in the § 3020-a charges...."

10. As part of the Agreement, Mr. Stanton agreed to resign from his employment with the District effective at the close of business on September 13, 2010 in exchange for, among other considerations, the District agreeing not to pursue the § 3020-a charges against Mr. Stanton, the District agreeing to pay Mr. Stanton his salary in accordance with the 2009-2011 collective bargaining agreement between the District and the Byron-Bergen Faculty Association and any successor collective bargaining agreement through November 4, 2011, and the District continuing Mr. Stanton's single health and dental insurance coverage in accordance with the applicable collective bargaining agreement through the end of June 2012.

11. Prior to October 29, 2010, in accordance with the Agreement, Mr. Stanton executed a written resignation for purposes of retirement, in which he resigned from his employment as a teacher with the District, effective at the close of business on September 13, 2010.

12. Upon information and belief, the Board of Education accepted Mr. Stanton's resignation in accordance with the terms of the Agreement on or about October 29, 2010, and Mr. Stanton was advised of the Board of Education's acceptance of Mr. Stanton's resignation by a written letter dated October 29, 2010 and signed by Mr. Martzloff as the Superintendent of Schools for the District.

13. Paragraph "10" of the Agreement provides:

"Mr. Stanton and the District agree that, except as required by law or ordered by a court of competent jurisdiction, they shall keep the existence of this Agreement and Release, and its terms, including the benefits set forth herein, confidential, and neither will hereafter disclose any information concerning this agreement and release to any person other than, with respect to Mr. Stanton, his attorney, accountant or tax advisor, and with respect to the District, the Board of Education, its superintendent, its business manager, its attorney, its auditors and others on a need-to-know basis. In the event either party shall make a disclosure of such information to an authorized person described above, such person shall be prohibited from re-disclosing that information."

14. Paragraph "11" of the Agreement provides:

"The district agrees it shall advise its Board of Education and administrative staff that all request for job references for Mr. Stanton shall be directed to the Superintendent of Schools. The District further agrees that, in response to all inquiries for references from perspective employers from Mr. Stanton, the Superintendent of Schools will provide a "neutral" reference which will specify only Mr. Stanton's date of employment, his job titles and his most recent salary."

15. Paragraph "12" of the Agreement provides:

"The district will notify the New York State Education Department's Office of School Personnel Review an accountability by letter that the Section 3020-a charges have been resolved by Mr. Stanton's resignation, with a copy to Mr. Stanton's attorney."

16. In the Fall of 2011, Mr. Stanton applied for an open teaching position, for which he was qualified, with the Oracle Charter School in Buffalo, New York ("OCS").

17. As part of the application process for the open OCS position, Mr. Stanton was required to provide the names of references that OCS could contact about Mr. Stanton, if OCS desired to do so.

18. On or about October 11, 2011, Mr. Stanton interviewed with a representative of OCS for the open teaching position.

19. At Mr. Stanton's interview with the OCS representative on October 11, 2011, Mr. Stanton was advised that OCS would be checking his references "in the next few days."

20. Upon information and belief, after submitting the application materials and after the interview, Mr. Stanton was the first choice of OCS to fill the vacant teaching position at OCS.

21. Upon information and belief, Mr. Stanton was going to receive an offer from OCS for the vacant teaching position at OCS as long as Mr. Stanton did not receive negative comments from his references.

22. One of the references provided to OCS by Mr. Stanton was Mr. Martzloff, who was the Superintendent of Schools at the District when Mr. Stanton was a tenured school teacher at the District and at the time that the parties entered into the Agreement.

23. Plaintiff was unaware that Mr. Martzloff was no longer the Superintendent of Schools at the District at the time of his interview with OCS; however, whether the Superintendent of Schools was Mr. Martzloff or somebody else at that time, the Agreement requires the District to direct all inquiries for references from prospective employers for Mr. Stanton to the Superintendent of Schools and to only provide a "neutral reference" which will specify only Mr. Stanton's date of employment, job titles, and most recent salary.

24. Upon information and belief, when the OCS representative contacted the District after Mr. Stanton's interview to speak with Mr. Martzloff regarding Mr. Stanton's reference, the District breached the Agreement and failed to direct and refer the OCS representative to the Superintendent of Schools as required by the Agreement.

25. Upon information and belief, rather than be directed to the Superintendent of the Schools as required by the Agreement, the OCS representative was referred to the Middle School Principal at the District, Mr. Bedette (or possibly some other employee at the District, the identity of whom Plaintiff is currently unaware).

26. Upon information and belief, Mr. Bedette (or the unknown employee of the District that ultimately spoke to the OCS representative about Mr. Stanton's reference) breached the Agreement and failed to direct the inquiry to the Superintendent of Schools as required by the Agreement, and further breached the Agreement by failing to provide the OCS representative with a "neutral reference" as required by the Agreement and, instead, provided the OCS representative with negative comments about Mr. Stanton.

27. Upon information and belief, the OCS representative, after speaking to Mr. Bedette (or the unknown employee of the District that ultimately spoke to the OCS representative about Mr. Stanton's reference) also contacted Mr. Martzloff directly even though he was no longer the Superintendent of Schools at the District.

28. Upon information and belief, Mr. Martzloff breached the Agreement by failing to direct the OCS representative to the current Superintendent of Schools of the District as required by the Agreement, and further breached the Agreement by either failing to give a "neutral reference" as required by the Agreement and/or by causing an individual from the New



York State Education Department's Office of School Personnel Review and Accountability to provide OCS with negative comments about Mr. Stanton.

29. Upon information and belief, shortly after speaking to Mr. Martzloff, the OCS representative received an unsolicited telephone call from an individual with the New York State Education Department's Office of School Personnel Review and Accountability, who provided OCS with negative comments about Mr. Stanton.

30. On October 14, 2011, after contacting the District, after speaking to Mr. Bedette (or another employee of District that initially received OCS's telephone call), after speaking to Mr. Martzloff, and after receiving the unsolicited telephone call from and speaking to the individual from the New York State Department's Office of School Personnel and Review and Accountability, OCS advised Mr. Stanton that OCS was not going to hire him for the vacant teaching position at OCS, and that OCS decided to hire someone else for the vacant teaching position.

31. Upon information and belief, Defendants' breaches of the Agreement, as discussed above, proximately caused and/or contributed to Mr. Stanton not to receive the job offer from OCS for the vacant teaching position and, thereby, Defendants have caused, and continue to cause, Mr. Stanton significant financial damages.

#### **WRITTEN VERIFIED CLAIM & 50-h EXAMINATION**

32. A written Notice of Verified Claim was presented to the governing body of the District within three months after the accrual of such claim, and that the officer or body having the power to adjust or pay said claim has neglected or refused to make an adjustment or payment thereof for thirty days after such presentment.

33. Upon receiving the Notice of Verified Claim, Plaintiff was contacted through his attorney to attend a "50-h Examination", and the hearing was held on March 19, 2012 at the Law Firm of Frank W. Miller in East Syracuse, New York.

**AS AND FOR A CAUSE OF ACTION AGAINST DEFENDANTS:  
(Breach of Agreement)**

34. Plaintiff repeats and realleges paragraphs "1" through "33" set forth above as if fully set forth herein.

35. Plaintiff fulfilled his obligations under the terms of the Agreement.

36. Defendants, as discussed in the paragraphs above, respectively breached the Agreement: by failing to keep the existence of the Agreement, and its terms, confidential and by disclosing information concerning the Agreement to persons not listed in the Agreement; by failing to advise its Board of Education and administrative staff that all request for job references for Plaintiff shall be directed to the Superintendent of Schools for the District; by failing, in response to an inquiry by the OCS representative for references, to direct the OCS representative to the Superintendent of Schools; by failing to provide a "neutral reference" specifying only Plaintiff's date of employment, job titles, and most recent salary; and by causing an unsolicited telephone call from an individual from the New York State Department's Office of School Personnel and Review and Accountability who also, upon information and belief, failed to provide a "neutral reference" to the OCS representative.

37. Upon information and belief, Plaintiff would have been offered the vacant OCS teaching position but for Defendants' breaches of the Agreement.

38. Had Plaintiff been offered the vacant OCS teaching position, he would have accepted the position and would have started his employment with OCS immediately.

39. Plaintiff intended to work at OCS as a teacher until he retired.

40. Defendants' respective breaches of the Agreement, as discussed above, have caused Plaintiff to suffer, and to continue to suffer, financial damages in the form of past, present, and future lost income, lost benefits, and other financial damages.

41. As a result of Defendants' breaches of the Agreement, Plaintiff has been damaged, and Plaintiff is entitled to a judgment for past and future lost income and benefits, and other financial damages, in an amount to be proven at time of trial, but which upon information and belief exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

**WHEREFORE**, Plaintiff demands judgment against the Defendants for money damages in an amount to be determined by the trier of fact and for such other additional relief as is just, reasonable, and proper, including attorney's fees and the costs and disbursements of this action.

DATED: August 20, 2012  
Rochester, New York

WOODS OVIATT GILMAN LLP

By: 

Christian Valentino, Esq.

**Attorneys for Plaintiff**

700 Crossroads Building

2 State Street

Rochester, New York 14614

585.987.2800

VERIFICATION

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

GREG STANTON, being duly sworn, deposes and says that deponent is the Plaintiff in the within action; that deponent has read the foregoing Complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

  
\_\_\_\_\_  
GREG STANTON

Sworn to before me the  
20<sup>th</sup> day of August, 2012

  
\_\_\_\_\_  
Notary Public

**CHRISTIAN VALENTINO**  
**NOTARY PUBLIC, State of New York**  
Qualified in Monroe County  
No. 02VA6058350  
Commission Expires May 7, 2018