

COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No.
(CLERK'S OFFICE USE ONLY)*

City of Norfolk

Circuit Court

Norfolk Community Services Board

PLAINTIFF

v. Linda M. Berardi, Anthony D. Crisp,

DEFENDANT

Jill D. McGlone, George W. Pratt

I, the undersigned hereby notify the Clerk of Court that I am filing the following civil action. and Brenda Bi Wise
(Please indicate by selecting the item that most closely identifies the claim being asserted or relief sought from
the drop-down box.)

Appeals and Removals:

Contract:

Domestic Relations:

Real Estate:

Tort:

Other Tort Liability (GTOR)

Other:

Damages are claimed in the amount of \$: \$319,784.00

ADDITIONAL DOCUMENTS REQUESTING TO BE FILED:

PLEASE SERVE THE FOLLOWING DOCUMENTS:

Complaint

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[] PLAINTIFF [] DEFENDANT [] ATTORNEY FOR [] PLAINTIFF [] OTHER

Adam Melita, Deputy City Attorney, Counsel for Norfolk Community Services Board

PRINT NAME

810 Union St., City Hall Bldg., 9th Floor, Norfolk, Virginia 23510 (757) 664-4529

ADDRESS / TELEPHONE NUMBER OF PERSON FILING PLEADING

* See reverse side for Civil Action Type Codes
- for Clerk's Office Use Only

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

NORFOLK COMMUNITY SERVICES BOARD :
 :
 Plaintiff, :
 :
 v. :
 :
 LINDA M. BERARDI, :
 ANTHONY D. CRISP, :
 JILL D. MCGLONE, :
 GEORGE W. PRATT :
 and :
 BRENDA B. WISE, :
 :
 Defendants. :

CASE NO: _____

Serve:

Linda Berardi
2705 Poinciana Drive
Virginia Beach, Virginia 23451

Anthony Crisp
3532 Colmar Quarter
Norfolk, Virginia 23509

Jill McGlone
3435 Jacquelyn Court
Norfolk, Virginia 23513

George Pratt, Ed.D.
1215 Azalea Court
Norfolk, Virginia 23507

Brenda Wise
532 Warren Crescent
Norfolk, Virginia 23507

COMPLAINT

Comes now the Norfolk Community Services Board
(hereinafter "CSB"), to seek judgment for damages resulting

from constructive fraud and unjust enrichment and in support of which states as follows:

1. The CSB is an agency established by the Commonwealth of Virginia and the City of Norfolk having authority to administer emergency services and case management services in order to implement a comprehensive system of inpatient, outpatient, day support, residential, prevention, early intervention, and other appropriate mental health, mental retardation, and substance abuse services necessary to provide individualized services and supports to persons with mental illnesses, mental retardation, or substance abuse within the City of Norfolk, Virginia.
2. At all times relevant to this action, Brenda Wise (hereinafter "Wise") was the Director of Administration for the CSB.
3. At all relevant times, Wise's duties included, among other things, managing the CSB's Administration Division which includes the major functions of personnel and financial management, consumer accounts, management information services, medical records, consumer relations and general

support and operations, supervising the Human Resource Officer, and supervising all Office Support Staff, all of which were done for the benefit of the CSB.

4. Specifically, Wise's duties also entailed:
 - (a) Overseeing the maintenance and accuracy of all personnel and fringe benefit records;
 - (b) Ensuring that the personnel manual and all relevant policies and procedures are applied consistently throughout the organization; and
 - (c) Assuring compliance with State, City, and CSB financial policies and procedures.
5. At all times relevant to this action, Anthony Crisp (hereinafter "Crisp") was the Director of Clinical Services for the CSB.
6. At all relevant times, Crisp's duties included, among other things, planning, developing, reviewing and coordinating all substance abuse services for adults and performing personnel functions such as interviewing, election, hiring recommendations, employee performance reviews, disciplinary action and leave approval/denial for employees, all of which were done for the benefit of the CSB.

7. At all times relevant to this action, Linda Berardi (hereinafter "Berardi") was the Human Resources Officer for the CSB.
8. At all relevant times, Berardi's duties included, among other things, developing, implementing and monitoring human resources functions for recruitment, selection, hiring, compensation and classification, payroll enrollment and transactions, retention, training, staff development performance management and benefits administration, all of which were done for the benefit of the CSB.
9. Specifically, Berardi's duties also entailed:
 - (a) Developing and administering ongoing human resources functions for recruitment, selection, hiring and retention of personnel;
 - (b) Assuring compliance with all applicable laws, statutes and regulatory requirements regarding personnel practices;
 - (c) Provide guidance to program/service Directors and Supervisors regarding all phases of employment, to include discipline and grievance procedures;

- (d) Making recommendations to leadership for ongoing system improvements to attract and maintain a viable workforce;
 - (e) Reviewing and approving all bi-monthly exception payroll transactions; and
 - (f) Conducting internal Human Resources Investigations relating to allegations regarding employee violations of CSB's Ethics Policy and Human Rights and/or Behavioral Expectations Policy.
10. From July 1, 1996, until July 1, 2008, Dr. George Pratt (hereinafter "Pratt") was the Executive Director for the CSB.
11. At all relevant times, Pratt's duties included, among other things, directly supervising the CSB's Division Directors who are responsible for direct services in Clinical Services and Administration and overseeing the financial affairs of the Norfolk CSB including the development of annual budgets, financial reporting and compliance, execution of contractual agreements, and allocation of resources, all of which were done for the benefit of the CSB.

12. Specifically, Pratt's duties also entailed direct supervision of both Wise and Crisp.
13. Defendant Jill McGlone (hereinafter "McGlone") was hired by the CSB on November 14, 1989, to work as an Intermediate Clerk-Typist at the Lafayette Clinic.
14. On January 1, 1990 McGlone's position was retitled as "Office Assistant II."
15. From January 1, 1990, until June 14, 1998, McGlone performed the duties of an Office Assistant II.
16. At all relevant times, the duties of an Office Assistant II included, among other things, providing administrative support to the Senior Clerk Typist at the Lafayette Clinic, monitoring fee collection and clients during medication hours, filing, posting fees and making deposits, and assisting the Medical Services Assistant, all of which were done for the benefit of the CSB.
17. During all times that McGlone worked at and for CSB, she worked in the Clinical Services division that was supervised by Crisp.

Unjust Enrichment

18. McGlone performed the duties of an Office Assistant II, described above, until April 14, 1998, on which date she was suspended without pay for thirty days based on unauthorized carrying of a weapon on CSB property.
19. On or about June 22, 1998, a CSB case manager was informed that McGlone had accessed the records of a certain CSB client, namely Toni Rae Harris (hereinafter "Harris"), and retrieved records regarding Harris' HIV-positive status, in violation of McGlone's duties and applicable CSB regulations.
20. That same day, said CSB case manager also was informed that McGlone had revealed Harris' HIV-positive status to the mother of Harris' boyfriend at the time, in violation of McGlone's duties and applicable CSB regulations.
21. That same day, said CSB case manager reported the information about McGlone's disclosure of confidential information to Crisp.
22. On June 24, 1998, Crisp referred the discovery of the information about McGlone's disclosure of confidential information to Wise.

23. On June 25, 1998, Wise acknowledged receipt of written documentation about McGlone's disclosure of confidential information.
24. Shortly after June 25, 1998, McGlone was suspended from working at CSB.
25. On June 29, 1999, Harris filed a lawsuit against both the CSB and McGlone alleging that McGlone had unlawfully disclosed Harris' HIV-positive status to persons not authorized to receive such information.
26. On March 13, 2000, the Norfolk Circuit Court granted a nonsuit and thereby dismissed Harris' lawsuit against the CSB and McGlone without prejudice.
27. Following her suspension shortly after June 25, 1998, McGlone never performed any of the duties of her position as an Office Assistant II at CSB nor did she ever perform any other work of any kind for or on behalf of CSB.
28. From July 1, 1998, until May 15, 2010, the CSB regularly sent paychecks to McGlone, contributed to health care coverage for her and her family members, and contributed deferred compensation for her benefit based on the misguided belief that she

was working as an Office Assistant II and later as an Office Assistant III and a Support Technician for the CSB.

29. The value of all such monies and contributions provided to McGlone from July 1, 1998, until May 15, 2010, (hereinafter "the Benefit") totals \$319,784.
30. Periodically, McGlone filled out and signed various health care coverage selection forms even after she stopped doing any work for CSB, including on August 21, 1998, October 15, 2001, August 27, 2002, September 9, 2003, August 20, 2004, September 21, 2005, August 24, 2006, August 16, 2008, and August 21, 2009.
31. At various times McGlone took affirmative steps to ensure that she continued to receive the Benefit despite the fact that she was not doing any work of any kind for CSB.
32. McGlone knew that she did not work for or on behalf of CSB during the time she received any portion of the Benefit.
33. At no time has McGlone ever returned any portion of the Benefit to CSB nor has she performed any of the

work that would otherwise entitle her to receipt of the Benefit, namely performance of the duties of an Office Assistant II, Office Assistant III, or Support Technician.

34. The CSB has paid out the entire amount of the Benefit and has received either no commensurate value in return or no value of any kind in return.

Constructive Fraud

35. No later than June 25, 1998, Wise was aware that McGlone was suspected of disclosing confidential information of a CSB client, in violation of McGlone's duties and applicable CSB regulations.
36. Shortly after June 25, 1998, Wise suspended McGlone from doing any work at or for CSB.
37. Periodically, after suspending McGlone from doing any work at or for CSB, Wise filled out and signed various personnel status reports for CSB verifying that McGlone was performing work as an Office Assistant II, including on December 21, 1999, August 28, 2001, and October 29, 2001.
38. On a routine basis, generally not less frequently than once per month, Crisp signed certain labor

report forms indicating that McGlone was still on the CSB's payroll and that McGlone was not doing any work for or on behalf of the CSB.

39. All of the salary payments and benefits payments made to McGlone were drawn from the budget of the CSB's Clinical Services, of which Crisp was the director.
40. On a routine basis, generally not less frequently than once per year, Berardi received information indicating that McGlone was still on the CSB's payroll and that McGlone was not doing any work for or on behalf of the CSB.
41. All of the salary payments and benefits payments made to McGlone were administered by the CSB's human resources department, of which Berardi was the immediate supervisor.
42. On a routine basis, generally not less frequently than once per year during the time he served as Executive Director, Pratt was provided with information indicating that McGlone was still on the CSB's payroll.
43. Pratt was either aware or should have been aware that McGlone was not doing any work for or on

behalf of the CSB from the time McGlone was suspended, being sometime shortly after June 25, 1998, until the time Pratt retired from service with the CSB, being July 1, 2008.

44. All of the salary payments and benefits payments made to McGlone were included in the annual budgets that Pratt submitted to the CSB's Board of Trustees for approval each fiscal year between 1999 and 2008, inclusive.
45. On several occasions between July 1, 1998, and May 15, 2010, Crisp asked Wise why McGlone was still being paid even though she was doing no work for CSB and on each such occasion Wise informed Crisp that it was none of his concern.
46. On June 13, 2003, Berardi sent an email to Wise asking if McGlone would be removed from the payroll for fiscal year 2004.
47. On several occasions between July 1, 1998, and May 15, 2010, Berardi asked Wise why McGlone was still being paid even though she was doing no work for CSB and on each occasion Wise informed Berardi that it was none of her concern.

48. For more than a year, Wise was repeatedly reminded that the circumstances surrounding McGlone's suspension and the subsequent lawsuit filed by Harris required attention, including in August, September, October, and November of 1998 and in January, April, June, and August of 1999.
49. Wise failed to ever resolve McGlone's payroll status with CSB, in contravention of her duties as Director of Administration.
50. Crisp failed to ever resolve McGlone's payroll status with CSB, in contravention of his duties as Director of Clinical Services.
51. Berardi failed to provide effective guidance for resolving McGlone's payroll status with CSB, in contravention of her duties as Human Resources Officer.
52. Pratt failed to provide effective supervision of Wise and Crisp regarding the resolution of McGlone's payroll status with CSB, in contravention of his duties as Executive Director.
53. The CSB's Board of Trustees relied upon the representations in the annual budgets presented to them for approval each fiscal year between 1999 and

2010, inclusive, that the funds allocated for staff salaries and benefits included funds allocated to McGlone for work she would be doing on behalf of CSB as an Office Assistant II.

54. At various times after July 1, 1998, Wise, Crisp, Berardi, and Pratt represented to CSB, either intentionally or unintentionally, that McGlone was performing work for CSB consistent with the duties of an Office Assistant II.
55. At no time after July 1, 1998, did McGlone perform any work for CSB consistent with the duties of an Office Assistant II.
56. Wise, Crisp, Berardi, and Pratt were aware that McGlone was being paid by CSB and was receiving certain employment benefits from CSB during the time that she did not do any work for CSB, specifically between July 1, 1998, and May 15, 2010.
57. Based on the misrepresentations made by Wise, Crisp, Berardi, and Pratt that McGlone was performing work for CSB in the capacity of an Office Worker II, CSB paid the Benefit to McGlone.

58. The Benefit conferred upon and retained by McGlone is comprised of scarce public monies intended for the provision of mental health, mental retardation, and substance abuse services in order to benefit certain disabled, ill, and impaired citizens of the City of Norfolk.

59. The constructive fraud and unjust enrichment alleged herein have resulted in diminution of the CSB's ability to provide services for said disabled, ill, and impaired citizens.

60. All of the events recounted above occurred in the City of Norfolk, Virginia.

WHEREFORE, your Plaintiff requests that this Court, pursuant to its equitable powers, order that a constructive trust exists for the benefit of the CSB in the amount of \$319,784 and is held by Defendant Jill McGlone, and further order that all Defendants are jointly and severally liable to Plaintiff in the amount of \$319,784, demands a trial by jury, and requests such other relief as the nature of the case might require.

NORFOLK COMMUNITY SERVICES
BOARD,

By



Adam D. Melita
Deputy City Attorney

Bernard A. Pishko, City Attorney
Virginia State Bar No.: 21849
Wayne Ringer, Chief Deputy City Attorney
Virginia State Bar No.: 20141
Adam D. Melita, Deputy City Attorney
Virginia State Bar No.: 41716
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510
Phone: (757) 664-4529
Fax: (757) 664-4201

Counsel for Plaintiff