



from the Federal Department of Health and Human Services (“HHS”), the New York Department of Social Services, the New York State Education Department and parents’ fees.

2. To actually access and receive the government funds allocated to specific WestCOP programs and services, WestCOP draws down money from the Federal Payment Management System or submits vouchers based on approved budgets and expense records – including payroll, which is the most significant expense – that are supposed to accurately represent the manner in which those funds were used in relation to programs and services funded pursuant to government contracts. However, rather than using these government funds appropriately and solely for the purpose for which they were designated, WestCOP routinely misused Head Start funds, as well as funds received pursuant to other government contracts, as the Company’s own personal piggy bank. Specifically:

- WestCOP routinely drew down funds from the Federal Payment Management System or submitted vouchers based on inflated, inaccurate and fraudulent payroll records, resulting in a misrepresentation of time actually spent working on specific programs for which WestCOP received government funding, including the Head Start program;
- Head Start Director Ellen Farrar always received a full-time salary and benefits despite the fact that she consistently worked fewer hours than what was recorded in the ADP time sheets and was therefore drawn down from the Federal Payment Management System. In reality, since approximately May 2016, Farrar was regularly paid for 40 hours of work per week despite the fact that she generally worked approximately 25 to 28 hours per week for years;
- Farrar used a Company car for her own personal use, including on weekends, vacations and holidays, with WestCOP paying for all gas, maintenance and repairs for Farrar’s automobile using government funds. Ms. Farrar commuted approximately 112 miles per day to her home in Connecticut at a significant cost to the Company; and
- Chris Eaton received a full salary and benefits – paid mostly from Head Start program funds – despite the fact that he only reported to work from approximately 9:00 a.m. until 10:00 a.m. on a daily basis and spent the remainder of his time running an exotic snake business. Both Savage and members of the Finance Committee approved Eaton’s pay.

3. WestCOP also consistently comingled funds designated for various contracts and funding sources into one bank account, the Agency Operating account, and subsequently used the money in a manner other than for the funds' intended purposes such as:

- Increasing the salary for WestCOP's Director of Victim Assistance Services ("VAS") Karel Amaranth by approximately 16%, and paying her with funds allocated to VAS programs and services for which Amaranth was not on the actual budget or at a different percentage of the budget for that particular contract. Savage approved Amaranth's raise without first receiving approval from Mr. Abdelaziz, which was required pursuant to the Company's Fiscal Policies & Procedures; and
- Using \$43,000 in funds designated for Head Start programs to pay "one-time incentives" to staff of the Weatherization Assistance Program ("WAP"), which is a completely different program and contract than Head Start. As the Company had not received funds designated for the WAP, it used funds designated for Head Start programs to pay the one-time incentives.

4. Finally, pursuant to the directive of members of the Finance Committee, WestCOP improperly used government funds allocated to Head Start programs from parents' fees as well as the Department of Social Services to improperly absorb more than the Head Start programs' fair share of administrative and other costs in an effort to avoid reporting a deficit on the audited financial statements and 990 tax returns, to present a more favorable financial picture to banks and funding sources, and to secure additional government funds that would later be misused.

5. When Plaintiff Tarek Abdelaziz, WestCOP's Chief Financial Officer, raised concerns of WestCOP's misuse of government funds in formal whistleblower complaints, rather than taking his complaints seriously, WestCOP's Chief Executive Officer, John Savage, informed Mr. Abdelaziz that he would treat the complaint as an "informal concern." Although the Company's outside counsel, Roth D'Aquanni, LLC, purportedly conducted an investigation into Mr. Abdelaziz's complaints, any such investigation was woefully insufficient and a blatant

sham, as Mr. Abdelaziz himself was never once even interviewed. When Roth D'Aquanni incorrectly concluded that Mr. Abdelaziz's complaints lacked merit, WestCOP immediately terminated Mr. Abdelaziz's employment "because [he] abused the whistleblower policy."

6. As is described at length herein, WestCOP both unlawfully retaliated against Mr. Abdelaziz by terminating his employment after he complained about serious misuses and misappropriations of government funds and discriminated against Mr. Abdelaziz by failing to provide reasonable accommodations for his medical needs. WestCOP's conduct violated the Federal False Claims Act ("False Claims Act"), 31 U.S.C. §§ 3729 *et seq.*, the New York State False Claims Act ("New York False Claims Act"), N.Y. State Fin. Law §§ 187 *et seq.*, and the Family Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. §§ 2601 *et seq.*

#### **JURISDICTION AND VENUE**

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, as this action involves federal questions regarding the deprivation of Plaintiff's rights under the False Claims Act and the FMLA. The Court has supplemental jurisdiction over Plaintiff's related state claims pursuant to 28 U.S.C. § 1367(a).

8. Pursuant to 28 U.S.C. § 1391 and 29 U.S.C. § 1132(e), venue is proper in this district because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

#### **PARTIES**

9. Plaintiff Tarek Abdelaziz is the former Chief Financial Officer ("CFO") of WestCOP, and was employed by WestCOP from approximately November 2012 until he was unlawfully terminated on January 10, 2018. Mr. Abdelaziz is a resident of the State of New

York, and, at all relevant times, met the definition of an “employee” or “eligible employee” under all applicable statutes.

10. Defendant WestCOP is a domestic business corporation with a principal place of business located at 2 Westchester Plaza, Elmsford, NY 10523. At all relevant times, WestCOP met the definition of Plaintiff’s “employer” under all relevant statutes.

11. At all relevant times, Defendant John S. Savage was WestCOP’s Chief Executive Officer. Mr. Savage is a resident of New York State, and, at all relevant times, met the definition of Plaintiff’s “employer” under all relevant statutes.

12. Defendant Roland L. Grant, Sr. is the Chairman of WestCOP’s Board of Directors (the “Board”), and is a member of the Board’s Executive, Finance and Nominating Committees. Mr. Grant is a resident of New York State, and, at all relevant times, met the definition of Plaintiff’s “employer” under all relevant statutes.

13. Defendant Colin O. DaCres is 1st Vice President of WestCOP’s Board of Directors, and is a member of the Board’s Executive, Finance and Nominating Committees. Mr. DaCres is a resident of New York State, and, at all relevant times, met the definition of Plaintiff’s “employer” under all relevant statutes.

14. Defendant Joan E. Whittaker is Treasurer of WestCOP’s Board of Directors, and is a member of the Board’s Executive, Finance and Nominating Committees. Ms. Whittaker is a resident of New York State, and, at all relevant times, met the definition of Plaintiff’s “employer” under all relevant statutes.

## **FACTUAL ALLEGATIONS**

### **I. WESTCOP'S BACKGROUND AND MR. ABDELAZIZ'S EMPLOYMENT**

#### **A. WestCOP's Operations**

15. WestCOP is a private, not-for-profit social service company that operates community programs to combat poverty for the low-income and at risk communities of the Lower Hudson Valley region of New York State.

16. Approximately 99% of WestCOP's funding comes from federal, state and county contracts, with the remaining 1% of WestCOP's funding coming from private donors and funding sources.

17. By way of example, specific programs for which WestCOP receives government funds include: (i) the "Head Start" program, which provides comprehensive child development services for children from birth to five years old, and focuses on promoting social competence and school readiness; (ii) Victims Assistance Services ("VAS"), which allow the Company to provide free, comprehensive and compassionate services to crime victims and their families; and (iii) weatherization services in order to provide cost-effective, energy efficient measures for existing residential and multifamily housing with low-income residents.

18. Although WestCOP receives government funds for each of these programs and services, Head Start is by far WestCOP's largest government contract, providing for the most substantial portion of the Company's government funding, accounting for approximately \$24 million of the Company's total \$37 million in funding. Funding for WestCOP's Head Start programs comes from the Federal Department of Health and Human Services, the New York Department of Social Services, the New York State Education Department and parents' fees.

19. As a recipient of government funds, the Company purports to adhere to a policy of maintaining the "highest standards of conduct and ethics," encouraging staff, Board members,

consultants and volunteers to “report suspected fraudulent or dishonest conduct” pursuant to designated procedures (the “Whistleblower Policy”).

**B. Plaintiff’s Employment and Performance at WestCOP**

20. In approximately November 2012, Mr. Abdelaziz was hired as WestCOP’s Chief Financial Officer (“CFO”).

21. Mr. Abdelaziz served as WestCOP’s CFO until he was terminated on January 10, 2018.

22. Mr. Abdelaziz was an exemplary employee with a stellar record of achievements who never received any substantial negative comment or complaint about his performance.

23. Only months after joining WestCOP, Mr. Abdelaziz single-handedly coordinated the successful relocation and logistics of the Company’s entire Central Office, artfully negotiating a new ten years lease with seven months of free rent, which generated nearly \$115,000 in savings for the Company.

24. Mr. Abdelaziz also initiated many audits, including audits of utilities, workers’ compensation premiums as well as the Company’s telephone bills, which resulted in significant sums of money being returned to WestCOP. By way of example, as a result of Mr. Abdelaziz’s excellent performance, the Company received \$30,000 from its insurance company for a damaged copier that WestCOP never expected to receive until Mr. Abdelaziz made the request.

25. Mr. Abdelaziz’s superior performance was recognized by WestCOP in his written performance reviews, which were at all times stellar.

26. By way of example only, in Mr. Abdelaziz’s April 2015 performance review – the last performance review he received from WestCOP – Savage, who was Mr. Abdelaziz’s direct supervisor, wrote that Mr. Abdelaziz “was quite a find,” that he had “proven himself to be

extremely capable, reliable and trustworthy,” and that WestCOP “look[ed] forward to continued growth and success with Tarek as [its] CFO.”

27. Nevertheless, despite Mr. Abdelaziz’s value to WestCOP and unwavering performance, his ability to thrive was ultimately stymied when the Company retaliated against him by terminating his employment for raising legitimate concerns regarding the Company’s misuse of government funds.

## **II. WESTCOP’S MISUSE OF GOVERNMENT FUNDS**

28. To actually access and receive the government funds allocated to specific WestCOP programs and services, WestCOP draws down money from the Federal Payment Management System or submits vouchers based on approved budgets and expense records – including payroll, which is the most significant expense – that are supposed to accurately represent the manner in which those funds were used in relation to programs and services funded pursuant to government contracts.

29. Therefore, presenting inaccurate or falsified payroll records, or drawing down funds from one contract to pay for work actually performed in furtherance of another contract, would amount to both a misrepresentation of the actual use of the amount allocated to the contract and a misuse of government funds.

30. Nevertheless, WestCOP routinely drew down funds from the Federal Payment Management System or submitted vouchers based on inaccurate and overstated payroll records. Specifically, time sheets were overstated in the ADP time sheets and register, and the drawdown of funds was based on Head Start staff working 35 hours per week when, in actuality, the hours worked were less than what the time sheets reflected. Savage and the members of the Finance



Committee were fully aware of this practice, which significantly overstated the payroll time sheets over the course of many years.

31. Specifically, WestCOP's Director of Head Start programs, Ellen Farrar, routinely misused and misappropriated government funds designated for Head Start programs, including by paying herself for hours of work that she and other staff members did not actually perform.

32. By way of example only, WestCOP submitted fabricated and overstated time sheets reflecting that Farrar worked a full-time schedule when, in reality, Farrar routinely worked approximately 25 to 28 hours per week. Similarly fabricated and overstated time sheets were submitted on behalf of other members of Farrar's staff for years, all with Defendants' full knowledge. Nevertheless, as described below, Defendants failed to take any corrective action to stop their misuse of government funds.

33. Likewise, another individual, Chris Eaton, routinely came into work at approximately 9:00 a.m. and left at 10:00 a.m. to run his exotic snake business. Nevertheless, despite working for approximately one hour per day, Eaton received a full salary and benefits, the majority of which were paid from funds designated for Head Start programs. Both Savage and DaCres approved Eaton's pay.

34. Farrar also routinely used a company automobile for personal reasons, including on weekends, holidays and vacations, with WestCOP paying for all gas, maintenance and repairs with government funds. Savage and the members of the Finance Committee were aware of Farrar's use of a Company vehicle for personal use but did not take action.

35. Furthermore, knowing the massive amounts of funding that Head Start programs receive, WestCOP routinely abused the "cost allocation methodology practices" and used government funds earmarked for Head Start programs to unethically and illegally shoulder the

funding burdens and administrative and operational expenses of non-Head Start contracts including rent, utilities and salaries. Specifically, in order to absorb costs and relief funding burdens from other parts of the Company, WestCOP often used “deferred revenue” from Head Start, the New York Department of Social Services and parents’ fees.

36. By way of example only, when VAS Director Karel Amaranth received an unprecedented 16% raise, WestCOP relied upon funds designated for projects and services for which Amaranth was not associated, for which she did not actually perform work and for which she was not actually on the budget the grant relied upon.

37. Furthermore, by unilaterally approving Amaranth’s raise without first seeking or obtaining approval from Mr. Abdelaziz, Savage violated WestCOP’s Fiscal Policies and Procedures.

38. Additionally, Amaranth consistently rearranged VAS staff from one budget to another without properly preparing “Status Change Forms” to reflect the corrected salary allocation. Amaranth routinely failed to inform the Company’s fiscal staff of such changes, which put the Company in a very precarious and dangerous position. Indeed, VAS budgets were often confused and the amounts budgeted for often did not accurately reflect the amounts of the payroll registers. Amaranth often purchased office supplies and other items for one contract and improperly charged the expense to another contract. Savage and members of the Finance Committee were regularly notified of Amaranth’s careless and improper budgeting practices, but failed to take any corrective measures whatsoever.

39. Moreover, members of the Finance Committee requested that the Company use Head Start funds and manipulate the “cost allocation methodologies” by attributing more than

Head Start's fair share of administrative expenses to Head Start programs, thereby using Head Start designated funds to further non-Head Start purposes.

40. To that end, members of the Finance Committee often said that they would not approve any agency budget with a deficit, when, in reality, they knew that the only way to make such a scenario a reality would be to require that Head Start absorb more than its fair share of administrative expenses.

41. Specifically, the Company's minimal fundraising efforts, which generally amounted to approximately \$25,000 in funding for the Company, were woefully insufficient to cover WestCOP's depreciation expenses, interest paid on a line of credit and certain overpayments, all of which amounted to approximately \$400,000. As such the Finance Committee improperly relied upon Head Start funds to "fill in the gaps" for budgets that would otherwise be left with a deficit.

42. In addition, for the fiscal year ending July 31, 2014, the Finance Committee of the Company's Board of Directors authorized Savage and Head Start Director Ellen Farrar to use \$43,000 in funds designated for Head Start programs to pay for "one-time incentives" of WAP, an unrelated weatherization program.

43. Specifically, a check for \$43,000, dated March 4, 2015, was cut from a bank account designated for Head Start funds, deposited into the Company's operating account and then used to pay the weatherization program's one-time incentives.

44. The use of funds designated for Head Start programs to pay for the weatherization program's unrelated one-time incentives was an improper use of government funds.

45. Defendants Grant, DaCres and Whittaker have also insisted that WestCOP uses various resources designated for Head Start programs to help absorb costs that are not otherwise reimbursed by grant funds, such as depreciation expenses and interest on a line of credit.

46. To that end, members of the Finance Committee also requested that money from other grants be used to pay back a \$279,000 overpayment that Westchester County made to WestCOP several years earlier. Rather than immediately paying back the overpayment, WestCOP used the money, hoping that the County would not realize its mistake. When Westchester County learned of the overpayment, WestCOP was forced to pay back the funds or risk losing other County contracts. As WestCOP's fundraising efforts were insufficient to cover the overpayment, at the direction of the Finance Committee, WestCOP relied upon money from other grants – including a Community Services Block Grant, the Foster Grandparents program, WAP and VAS – to repay Westchester County.

47. Likewise, the Child and Adult Care Food Program (“CACFP”) is a Head Start program accounting for over \$1 million in government funding geared toward providing nutritious meals for children involved in Head Start programs. WestCOP routinely used funds designated for CACFP purposes as a “float” to pay for the Company's non-Head Start payroll and other expenses.

48. As members of the Board of Directors' Executive, Finance and Nominating Committees, Defendants Grant, DaCres and Whittaker effectively had complete control over the Board's practices, affairs and decisions and were heavily involved in the Company's day-to-day operations, including the hiring and termination of senior staff members, approving or denying and salary increases and check signing by Defendant Grant.

49. Defendants Grant, DaCres and Whittaker routinely exerted far-reaching and overextending powers over WestCOP's operations as a whole, and were intricately involved in and ratified the misuse and misreporting of government funds.

50. Moreover, Savage and members of the Finance Committee have been aware of and have allowed the chronic abuse of timesheets and agency resources for years.

51. To be clear, the above-described instances represent but a mere fraction of WestCOP's numerous, persistent and ongoing misuses of government funds.

### **III. COMPLAINTS OF MISUSE OF GOVERNMENT FUNDS**

52. Beginning in September 2016, Mr. Abdelaziz availed himself of the Company's Whistleblower Policy, making several formal complaints about the Company's misuse of government funds, including those funds that were specifically allocated to Head Start programs.

53. However, rather than treating Mr. Abdelaziz's with the appropriate level of seriousness, the Company turned a blind eye to each complaint and ultimately unlawfully retaliated against him by terminating his employment.

#### **A. September 22, 2016 Complaint**

54. On September 22, 2016, Mr. Abdelaziz filed a whistleblower complaint, informing Savage of "issues that concern the use of government funds [WestCOP] receives from [its] Federal, State and County Agencies."

55. Mr. Abdelaziz specifically informed Savage that his September 22, 2016 complaint was "written under the Whistle Blower Policy of WestCOP and must be treated accordingly."

56. Specifically, Mr. Abdelaziz raised issues with Savage regarding Farrar's inappropriate and inaccurate compensation records, as well as her misuse of Company property

for personal reasons – both of which are identified as fraudulent or dishonest conduct under the Whistleblower Policy.

57. With respect to Farrar’s compensation, Mr. Abdelaziz wrote that her “work schedule [was] a real concern given that she is paid as a full-time employee; yet rarely puts in more than 25 hours a week.”

58. Mr. Abdelaziz further informed Savage that “[c]laiming forty (40) full-time hours every week by Ms. Farrar when she is not here on a FT basis constitutes *fraud and misuse of government funding* as she is clearly forging her time sheets and has been doing it for many years/decades.”

59. Mr. Abdelaziz further noted that, despite the time that Farrar was “not [at work] on a daily basis amounts to at least three hours,” she still “seem[ed] to have her full vacation and sick time accruals.”

60. Mr. Abdelaziz wrote that these practices had “cost the agency 100’s of thousands of dollars over the years that went to line her pockets instead of the children under [WestCOP’s] care.”

61. Mr. Abdelaziz reminded Savage that WestCOP has “a fiduciary responsibility to protect these Federal funds for their intended purpose.”

62. With respect to Farrar’s misuse of Company property in his September 22, 2016 whistleblower complaint, Mr. Abdelaziz wrote that Farrar used “Head Start (HS) and Baby Steps Forward vehicles exclusively and daily for her personal use and WestCOP pays for all her gas going back and forth to her home in Connecticut – something against the intended federal guidelines of the grant.”

63. Mr. Abdelaziz further noted that, as Farrar “rarely ever visit[ed] the Head Start sites or the [Baby Steps Forward] Partners, WestCOP should not be paying her gas nor give her an agency vehicle exclusively for personal use during the weekends.”

64. Mr. Abdelaziz specifically informed Savage that Farrar’s use of a car was a “*misuse of government funds* that are supposed to be going to help underprivileged children.”

65. When Savage received Mr. Abdelaziz’s September 22, 2016 complaint, he dismissively asked Mr. Abdelaziz, “what do you want me to do with this?”

66. Although Mr. Abdelaziz had specifically informed Savage that his complaint was a formal complaint made in accordance with the Company’s Whistleblower Policy, in an effort to dodge his responsibility to investigate the complaint further or take appropriate ameliorative action, Savage told Mr. Abdelaziz that he would treat the complaint as an “informal concern.”

67. Furthermore, although Mr. Abdelaziz informed Savage that the September 22, 2016 complaint should go on a “Fraud Inquiry Report,” which is maintained and reviewed by outside auditors, Savage asked that he not put it in the fraud inquiry as it would reflect “very poorly on the agency and attract a lot of negative backlash” given that he is the CEO.

68. Savage did not take any further action with respect to Mr. Abdelaziz’s September 22, 2016 complaint, such as conducting a formal investigation or reporting Mr. Abdelaziz’s concerns to the Company’s outside auditors, and Farrar and members of her staff continued to abuse the Company’s payroll expenses.

**B. May 2, 2017 Complaint**

69. On May 2, 2017, Mr. Abdelaziz made another complaint to Savage, informing Savage that WestCOP did not “have adequate budgets for [Victim Assistance Services (“VAS”)] and risk[ed] putting not only VAS but the entire agency in a precarious position.”

70. Mr. Abdelaziz informed Savage that VAS Director Karel Amaranth's salary had been increased by approximately 16% without his signature or approval in violation of the Company's Fiscal Policies and Procedures manual.

71. Mr. Abdelaziz further informed Savage that monies used to pay Amaranth's salary increase were taken from certain contracts for which Amaranth was not even on the budget.

72. Mr. Abdelaziz reminded Savage, "VAS Budgets are one thing and what the funding source 'pays' is something else given that they pay based on actual services provided."

73. On May 5, 2017, Mr. Abdelaziz forwarded his email to Defendant Whittaker in her capacity as a member of the Company's Finance Committee, stating that he "felt compelled to share [his] concerns with the Finance Committee regarding the Financial Integrity of WestCOP."

74. Neither Savage nor Whittaker investigated Mr. Abdelaziz's May 2, 2017 complaint, and neither they nor the Company took any further action in response thereto.

**C. June 6, 2017 Complaint**

75. On June 6, 2017, Mr. Abdelaziz submitted another whistleblower complaint, this time to members of the Company's Board of Directors, again regarding "issues that concern the use of government funds [WestCOP] receive[s] from [its] Federal, State, and County Agencies."

76. Mr. Abdelaziz again specifically stated that his June 6, 2017 complaint was "written under the Whistle Blower Policy of WestCOP and must be treated accordingly."

77. In his June 6, 2017 complaint, Mr. Abdelaziz both raised concerns about Savage's effectiveness as a leader and CEO, including that Savage "lacks the honesty and integrity to run an organization such as WestCOP given the tremendous scrutiny [it] face[s] by [its] government



funding sources,” and also explicitly identified ways in which the Company had already misused government funds.

78. As with his prior whistleblower complaints, in his June 6, 2017 complaint, Mr. Abdelaziz again raised serious concerns regarding the Company’s misuse of government funds with respect to its payroll practices.

79. For example, Mr. Abdelaziz wrote that Savage had “adjusted [the Director of Human Resource’s] weekly hours from 35 hours per week to 40 hours per week yet [thereby increasing her pay]; [yet] the amount of time [she] is at the office has not changed a single minute and her duties remained the same with no special projects.”

80. In his June 6, 2017 complaint, Mr. Abdelaziz further informed the Board that “Mr. Savage decided to increase Ellen Farrar’s salary . . . using the same method,” and that Farrar had similarly “been allowing a number of her staff for years to come in by 9:30 a.m. and leave exactly at 3:00 p.m. while putting down on their timesheets [that they left at] 5:00 p.m.”

81. Mr. Abdelaziz specifically complained that Mr. Savage’s practices were “simply a fabrication and manipulation of the time sheets to get more money,” and were a “classic case of misappropriation of funds disguised as extra hours worked.”

82. Significantly, Mr. Abdelaziz further wrote that “Mr. Savage was using Baby Steps Forward (BSF) federal funds to pay for the increase knowing that there is money available.”

83. Stated simply, WestCOP unlawfully used the surplus of funds in the Baby Steps Forward grant to compensate employees for work and hours that they did not perform.

84. In in June 6, 2017 complaint, Mr. Abdelaziz again complained about Ms. Farrar’s use of company property, advising the Board that Ms. Farrar “uses one of the program vehicles

exclusively for her ‘personal’ use and WestCOP even pays for all her gas – something against Federal Rules.”

85. Mr. Abdelaziz wrote that the vehicles “are supposed to serve the programs not to be given totally for an employee’s exclusive personal use,” and that it is a “*misuse of government funds* that are supposed to be going to help underprivileged children.”

86. Finally, in his June 6, 2017 complaint, Mr. Abdelaziz raised serious concerns regarding Amaranth, advising the Board that she was “incapable of doing her job to provide accurate financial and budgetary information.”

87. Specifically, as Amaranth is responsible for overseeing approximately 20 contracts, and because the information that she provided was often incorrect or incomplete, her actions have routinely resulted in payments and expenses being charged to incorrect funding source or being applied to the incorrect contracts.

88. According to Mr. Abdelaziz, Amaranth’s actions were “putting the agency in a very precarious position and can have serious long-term financial consequences,” as well as “possible legal issues given that [he had] at times noticed that she [was] ‘double dipping,’” meaning that she was “*charging two different funding sources for the same thing.*”

89. Although Mr. Abdelaziz identified multiple serious misuses of government funds, including using government funds to pay for fabricated and fraudulent time sheets and charging a funding source for goods or services not actually provided, he did not receive any response to the June 6, 2017 whistleblower complaint he submitted to the Board.

**D. January 7, 2018 Complaint**

90. Finally, on December 29, 2017, Danya International, LLC (“Danya”) – an outside company tasked with monitoring compliance with Head Start program guidelines – informed

WestCOP that it would be conducting a Classroom Assessment Scoring System and a Focus Area 2 monitoring review of WestCOP and its Head Start programs during the week of March 5, 2018.

91. In connection with its upcoming assessment, Danya requested that WestCOP provide certain information, including, *inter alia*, a classroom roster and daily classroom schedules.

92. Prior to Danya's assessment, on January 7, 2018, Mr. Abdelaziz sent a letter to Danya's Vice President of Monitoring and Compliance – Head Start Programs, Rosemarie Franchi, to identify "serious concerns about how the agency mismanages Head Start funds by forging time sheets to pay HS staff" and "consistently manipulate[ing] and abus[ing] the 'cost allocation methodologies' under the directive of the Board Finance Committee to charge the Head Start grant way more than their fair share of the administrative expenses."

93. In his January 7, 2018 letter to Franchi, Mr. Abdelaziz described WestCOP's misuse of government funds about which he had previously complained in his whistleblower complaints of September 22, 2016, May 2, 2017 and June 6, 2017.

94. However, in addition to explaining in depth the issues identified in his previous complaints above, Mr. Abdelaziz also informed Franchi of a September 13, 2017 incident wherein a student at the Peekskill Center day care, which is a Head Start day care center, was left alone and unsupervised outside of the center for an extended period of time, as well as "a number of other incidents where children were left 'unattended' on buses for a few hours without anyone being aware of it."

95. WestCOP had no choice but to publicly address the September 13, 2017 incident, as a stranger found the child roaming the streets and brought the child to the local police station.

The fact that police were involved in the September 13, 2017 incident resulted in the Office of Children and Family Services and the Department of Social Services investigating the incident, and the Office of Children and Family Services temporarily suspending the day care center's license to operate.

96. Savage informed Mr. Abdelaziz that the Company had "been lucky" that only one incident had been reported given the number of other incidents that occurred where "children were left on buses unattended."

97. Although WestCOP publicly addressed the September 13, 2017 incident, Mr. Abdelaziz informed Franchi that "[t]he agency made sure that everyone kept [the other incidents] hush hush and under the radar for fear of serious consequences," including "avoiding the Congress required Designation Renewal System," as well as other serious consequences such as losing the license to operate. This was a major concern for the Company, as it may have resulted in the loss of the highly lucrative Head Start grant.

98. Therefore, and as Mr. Abdelaziz advised Franchi, the other incidents where children were left unattended on busses were never made public or reported to the appropriate government agencies or funding sources.

99. Put simply, WestCOP covered these events up from entities including the funding sources, the New York Office of Children and Family Services, the New York Department of Social Services and others in order to avoid the serious consequence of being placed in the Designation Renewal System and run the risk of losing the highly lucrative Head Start contract and associated grant funds.

100. Mr. Abdelaziz concluded his January 7, 2018 letter by suggesting Franchi "investigate these issues and many others with the seriousness they merit."

**IV. SUBSEQUENT RETALIATION AND TERMINATION**

101. Two days after Mr. Abdelaziz's most recent complaint, on January 9, 2018, Rachel M. Caruso of Roth D'Aquanni, LLC ("Roth D'Aquanni") informed Mr. Abdelaziz that her firm had conducted an investigation of Mr. Abdelaziz's whistleblower complaints.

102. Although Mr. Abdelaziz repeatedly offered to send Ms. Caruso emails and other communications regarding VAS and Ms. Amaranth, Ms. Caruso routinely responded, "wait until I ask you to" provide any such information.

103. However, Ms. Caruso never asked Mr. Abdelaziz to provide any such information and never contacted him to follow up on his allegations or seek corroboration for his complaints.

104. On January 9, 2018, Caruso conveyed the results of Roth D'Aquanni's investigation to Mr. Abdelaziz.

105. Although Caruso did not specify which of Mr. Abdelaziz's complaints she or Roth D'Aquanni actually investigated, she wrote that her office determined that Mr. Abdelaziz's complaints "lacked merit," and that his "filing of these complaints was an abuse of the whistleblower policy."

106. Caruso provided no further explanation or justification for her conclusion, but advised Mr. Abdelaziz that her investigation had concluded and "the final report ha[d] been delivered to the Finance/Audit Committee of the Executive board with recommendations for action."

107. The following day, January 10, 2018, Savage terminated Mr. Abdelaziz's employment at WestCOP.

108. In terminating Mr. Abdelaziz's employment with WestCOP, Savage explicitly stating that the sole justification for doing so was "because [Mr. Abdelaziz] abused the whistleblower policy."

109. On January 12, 2018 – two days after Mr. Abdelaziz was terminated – Savage resigned as CEO, and the Company's Finance Committee replaced him with Amaranth as Acting Chief Executive Office, the very individual who engaged in much of the unethical conduct about which Mr. Abdelaziz had complained.

**V. REQUEST FOR REASONABLE ACCOMMODATIONS**

110. In addition to retaliating against Mr. Abdelaziz for making whistleblower complaints regarding WestCOP's misuse of government funds, the Company discriminated against Mr. Abdelaziz by failing to provide him with medical leave to which he was legally entitled to receive pursuant to the FMLA, and retaliated against him by denying his request for a reasonable accommodation and terminating his employment shortly thereafter.

111. On December 3, 2017, Mr. Abdelaziz sent a detailed email to Mr. Grant and Mr. DaCres, informing them that he suffered from epilepsy, seizures and clinical depression, and that he therefore required a reasonable accommodation under the FMLA to address these conditions. Mr. Abdelaziz informed Grant and DaCres of the medications he was taking as well as the side effects of any such medications.

112. After Mr. Abdelaziz's December 3, 2017 email, Mr. Grant's attitude toward Mr. Abdelaziz changed drastically, and he became short, hostile and cold with him.

113. On December 13, 2017, Mr. Abdelaziz formally requested a reasonable accommodation under the FMLA to help avoid any epileptic seizures or relapses of depression and other related symptoms that are associated with both illnesses.

114. With his formal request for reasonable accommodation under the FMLA, Mr. Abdelaziz submitted a signed Certification of Health Care Provider for Employee's Serious Health Condition from Dr. Sandy George, M.D. stating that Mr. Abdelaziz was on "strong medications" to address epileptic seizures and severe clinical depression. Dr. George's Certification reflected the specific information that Mr. Abdelaziz had previously provided to Defendants Grant and DaCres.

115. Although Dr. George noted that Mr. Abdelaziz was able to continue to work on a full-time basis, she recommended that Mr. Abdelaziz "should be allowed to take [an] extra hour after lunch for his medication to wear off and so that [he] can drive and perform his duties."

116. After a closed-door meeting with Defendant Grant, Savage summarily denied Mr. Abdelaziz's request for a reasonable accommodation without further consideration or discussion, simply stating, "Roland said you can't take the extra time and that it is not going to happen."

117. To the contrary, as discussed above, rather than providing Mr. Abdelaziz with the reasonable accommodation that he requested and required, the Company terminated his employment *less than one month* later.

**FIRST CAUSE OF ACTION**  
**(Retaliation in Violation of the False Claims Act)**  
***Against all Defendants***

118. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

119. Plaintiff engaged in conduct protected under the False Claims Act by complaining of misuses of government funds and misrepresentations made to the government regarding the use of government funds in an effort to prevent further violations of the False Claims Act.

120. Defendants were aware of Plaintiff's protected conduct.

121. As a result of Plaintiff's lawful actions conducted in an effort to stop Defendants' further violations of the False Claims Act, Defendants retaliated against him by discharging him from his employment at WestCOP.

122. Plaintiff's lawful complaints directly and proximately caused Defendants' retaliatory conduct.

123. As a direct and proximate result of Defendants' unlawful and retaliatory actions in violation of the False Claims Act, Plaintiff has suffered, and continues to suffer, economic and emotional and mental harm for which he is entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys' fees and expenses.

**SECOND CAUSE OF ACTION**  
**(Retaliation in Violation of the New York False Claims Act)**  
***Against all Defendants***

124. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

125. By reporting Defendants' misuse of state and local government funds, as well as their misrepresentations to state and local governments regarding the use of such funds, Plaintiff acted in an effort to stop Defendants' violations of the New York False Claims Act.

126. Defendants were aware that Plaintiff acted in an effort to stop their ongoing and future violations of the New York False Claims Act.

127. As a result of Plaintiff's lawful actions conducted in an effort to stop Defendants' further violations of the New York False Claims Act, Defendants retaliated against him by discharging him from his employment at WestCOP.

128. As a direct and proximate result of Defendants' unlawful and retaliatory actions in violation of the New York False Claims Act, Plaintiff has suffered, and continues to suffer,



economic and emotional and mental harm for which he is entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys' fees and expenses.

**THIRD CAUSE OF ACTION**  
**(Interference in Violation of the FMLA)**  
***Against Defendant WestCOP***

129. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

130. At all times relevant herein, Plaintiff was an "eligible employee" within the meaning of the FMLA.

131. At all times relevant herein, WestCOP was and is a "covered employer" within the meaning of the FMLA.

132. By the actions described above, among others, WestCOP violated the FMLA by unlawfully interfering with, restraining, or denying the exercise of Plaintiff's rights under the FMLA.

133. As a direct and proximate result of WestCOP's unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, economic and emotional and mental harm for which he is entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys' fees and expenses.

134. WestCOP's unlawful actions constitute bad faith, malicious, willful and wanton violations of the FMLA for which Plaintiff is entitled to an award of liquidated damages.

**FOURTH CAUSE OF ACTION**  
**(Retaliation in Violation of the FMLA)**  
***Against Defendant WestCOP***

135. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

136. At all times relevant herein, Plaintiff was an “eligible employee” within the meaning of the FMLA.

137. At all times relevant herein, WestCOP was and is a “covered employer” within the meaning of the FMLA.

138. By the actions described above, among others, WestCOP violated the FMLA by retaliating against Plaintiff for exercising his rights protected by the FMLA.

139. As a direct and proximate result of WestCOP’s unlawful and retaliatory conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, economic and emotional and mental harm for which he is entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys’ fees and expenses.

140. WestCOP’s unlawful actions constitute bad faith, malicious, willful and wanton violations of the FMLA for which Plaintiff is entitled to an award of liquidated damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enter judgment in his favor and against Defendants for the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States;

B. An injunction and order permanently restraining Defendants and their partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages against Defendants, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages,

including, but not limited to, loss of past and future income, wages, compensation, seniority and other benefits of employment;

D. An award of damages against Defendants, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for Plaintiff's emotional distress;

E. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff, including, but not limited to, loss of income and other damages flowing from it, earned bonus pay, reputational harm and harm to professional reputation, in an amount to be determined at trial, plus prejudgment interest;

F. An award of punitive damages and any applicable penalties and/or liquidated damages in an amount to be determined at trial;

G. Prejudgment interest on all amounts due;

H. An award of Plaintiff's reasonable attorneys' fees and costs; and

I. Such other and further relief as the Court may deem just and proper.


**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: February 28, 2018  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By:  \_\_\_\_\_

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*Counsel for Plaintiff*