

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

ROBIN LITAKER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO:
	)	CV-2014-
	)	JURY DEMAND
	)	
	)	
HOOVER BOARD OF	)	
EDUCATION, ANDY CRAIG,	)	
in his individual and official	)	
capacity as Superintendent, and	)	
CAROL BARBER, in her	)	
individual and office capacity as	)	
Assistant Superintendent,	)	
	)	
Defendants.	)	

**COMPLAINT**

**I. JURISDICTION**

1. The jurisdiction of the Court is invoked pursuant to the Acts of Congress known as 28 U.S.C. §§1331, 1343(3), 2201 and 2202, Title VII of the Act of Congress known as the Civil Rights Act of 1964, as amended, as amended by the Civil Rights Act of 1991, 42 U.S.C. §2000e et seq. and 42 U.S.C. §1983. The

jurisdiction of this Court is invoked to secure protection of and redress deprivation of rights providing for injunctive and other relief against sex discrimination.

2. Plaintiff is also bringing claims for violations of the Fourteenth Amendment pursuant to 42 U.S.C. §1983, and various state law claims, including but not limited to, claims of breach of contract, and libel and slander.

3. The plaintiff has fulfilled all conditions precedent to the institution of this action under Title VII of the Act of Congress known as the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991. Plaintiff timely filed her charge of discrimination within 180 days of occurrence of the last discriminatory act. Plaintiff has timely filed her suit within ninety (90) days of the termination of the EEOC investigation of this charge, i.e., right-to-sue letter.

## **II. PARTIES**

4. Plaintiff, Robin Litaker, is a female citizen of the United States. The plaintiff was employed by the defendant prior to her constructive discharged/forced retirement on December 31, 2013.

5. Defendant, Hoover Board of Education, is an employer within the meaning of that term as used in Title VII of the Act of Congress known as the Civil Rights Act of 1964, amended by the Civil Rights Act of 1991. The defendant is located in the State of Alabama and more specifically Jefferson County.

6. Defendant, Andy Craig, is the Superintendent of the Hoover City Schools Board of Education. Plaintiff is suing Defendant Craig in his individual and official capacity.

7. Defendant, Carol Barber, is the Assistant Superintendent of the Hoover City Schools. Plaintiff is suing Defendant Barber in her individual and official capacity.

### **III. CAUSES OF ACTION**

#### **COUNT I - SEX DISCRIMINATION (HOOVER and CRAIG)**

8. The plaintiff re-alleges and incorporates by reference paragraphs 1-7 above with the same force and effect as if fully set out hereinbelow.

9. On June 18, 2012, the plaintiff entered into a Principal Employment Contract with the defendant.

10. The terms of said contract, pursuant to Ala. Code §16-24B-3(a) Contract Principal, the plaintiff would be employed for a three-year period as Principal. The three-year period of employment was to be from July 1, 2012 until June 30, 2015.

11. Plaintiff was employed at the Principal at Trace Crossings Elementary School.

12. In her role as Principal at Trace Crossings Elementary School, Plaintiff received excellent performance reviews.

13. In violation of her contract, Plaintiff was not evaluated for the 2012-2013 year.

14. Plaintiff was removed, without any reason, from the Principal position at Trace Crossings Elementary School on November 16, 2012 and placed at the Central/Administrative Office for months without being given a permanent job assignment. This move was done without the required Board approval, therefore, invalid.

15. After her removal as Principal, the Plaintiff worked at the Central/Administrative Office without specific direction or assignment. Plaintiff was paid her salary and benefits because the Board was legally obligated to pay her under her contract as she was discriminatorily and wrongfully removed from her Principal position.

16. On or about April 1<sup>st</sup> or 2<sup>nd</sup>, 2013, the plaintiff was informed that she was being assigned to the Crossroads Alternative School as the Assistant Principal, which was a demotion.

17. There were available Principal position in which the plaintiff could have been placed.

18. Plaintiff did not apply for positions in the system because she was forced to retire after being discriminatorily demoted. Plaintiff was told that she was being

demoted in breach of her employment contract. Under her contract, the plaintiff should have automatically been moved to another Principal's position and could only be moved upon approval by vote of the board.

19. Superintendent Craig continually assured the plaintiff that he would take care of her and find her a position that met her qualifications and track record. However, that did not occur. Superintendent Craig did, however, help male employees of the defendant find better positions including Director positions at the central office.

20. During plaintiff's employment, similarly situated male administrators, who had been placed on corrective actions plans and/or given opportunities by Superintendent Craig to correct performance problems, were allowed to remain in Principal positions or were moved to high-level positions until they found other employment. Plaintiff was not afforded the same consideration by the Defendants.

21. Furthermore, by the end of the year 2012-2013, the plaintiff along with the other female principal whose school had not made AYP had been moved out of her school, the male principal (Mr. Scott Mitchell) who's school did not make AYP was left unscathed and given a new three-year contract. These actions further demonstrates Craig's favoritism of male employees and sex discrimination against Litaker.

22. Therefore, because of the defendants' discriminatory actions, the plaintiff was forced to submit her retirement notice to the defendant after her wrongful demotion from her Principal position at Trace Crossing Elementary School.

23. The plaintiff has no plain, adequate or complete remedy at law to redress the wrongs alleged herein in this suit for compensatory damages and/or nominal damages, as well as back-pay (plus interest), medical expenses, attorney's fees and costs and injunctive and declaratory judgment is her only means of securing adequate relief. The plaintiff is now suffering and will continue to suffer irreparable injury from the defendant's unlawful policies and practices set forth herein unless enjoined by the Court.

**COUNT II - §1983 - 14<sup>th</sup> AMENDMENT DUE PROCESS VIOLATION**  
**(ALL DEFENDANTS)**

24. The plaintiff incorporates by reference, ¶¶ 1-23, as if fully set out herein.

25. Defendants have wrongfully and unlawfully deprived Plaintiff of her due process rights, privileges and immunities secured by the United States Constitution, the Constitution of Alabama of 1901, federal law and/or state law. Plaintiffs brings this claim pursuant to the Fourteenth Amendment of the United States Constitution through 42 U.S.C. §1983.

26. For purposes of this Count, Defendants were acting under color of State

law at all time relevant thereto.

27. Defendants did violate Plaintiff's due process rights under the Fourteenth Amendment by removing her from her position as Principal at Trace Crossings Elementary School without notice or hearing and without vote of the Hoover Board of Education. Defendants further violated Plaintiff's Fourteenth Amendment Due Process rights by failing to place her in a comparable position for several months and by ultimately forcing her to retire and be constructively discharged.

28. Plaintiff has suffered emotional and monetary damages as described herein as the result of Defendants' violation of her Due Process Rights guaranteed her by the Fourteenth Amendment to the United States Constitution, the deprivation of which is actionable pursuant to 42 U.S.C. §1983.

29. Plaintiff seeks the following relief under Count II - (1) Preliminary and/or Permanent Injunctive Relief; (2) Compensatory Damages; (3) Punitive Damages (against Individual Defendants); and (4) Attorney's Fees and Costs.

**COUNT III – BREACH OF CONTRACT (HOOVER BD. OF ED)**

30. The plaintiff incorporates by reference, ¶¶1-29, as if fully set out herein.

31. On June 18, 2012, the plaintiff entered into a Principal Employment Contract with the defendant.

32. The terms of said contract, pursuant to Ala. Code §16-24B-3(a) Contract

Principal, the plaintiff would be employed for a three-year period as Principal. The three-year period of employment was to be from July 1, 2012 until June 30, 2015.

33. Plaintiff was employed at the Principal at Trace Crossings Elementary School.

34. In violation of her contract, Plaintiff was not evaluated for the 2012-2013 year.

35. At all times relevant, the plaintiff performed the requirements as set forth in the contract.

36. Plaintiff was removed, without any reason, from the Principal position at Trace Crossings Elementary School on November 16, 2012 and placed at the Central/Administrative Office for months without being given a permanent job assignment. This move was done without the required Board approval, therefore, in breach of the employment contract.

37. After her removal as Principal, the Plaintiff worked at the Central/Administrative Office on district crisis materials and on closing out a federal grant. Plaintiff was paid her salary and benefits because the Board was legally obligated to pay her under her contract as she was discriminatorily removed from her Principal position.

38. On or about April 1<sup>st</sup> or 2<sup>nd</sup>, 2013, the plaintiff was informed that she was



being assigned to the Crossroads Alternative School as the Assistant Principal, which was a demotion. Said demotion to the Assistant Principal position would have also seriously damaged the plaintiff's career as an Administrator.

39. There were available Principal position in which the plaintiff could have been placed pursuant to her contract.

40. Therefore, because of the defendants' breach of the employment contract, the plaintiff was forced to submit her retirement notice to the defendant after her wrongful removal and demotion from her Principal position at Trace Crossing Elementary School.

41. As a result of the defendant's deliberate breach of the contract, plaintiff was caused to suffer monetary losses and seeks damages for breach of contract.

#### **COUNT IV - LIBEL AND SLANDER**

42. The plaintiff incorporates by reference, ¶¶1-41 as if fully set out herein.

43. Plaintiff brings these claims against both Defendants Andy Craig and Carol Barber in their official and individual capacities.

44. Defendant Barber was placed at Trace Crossings as the Principal (not board approved) after Litaker's removal. Barber sent an email to all administrators, except for Plaintiff who she excluded from the distribution list, and central office employees stating that the plaintiff was removed because of strife in the school. In

addition to sharing what should have been a private personnel matter with other employees, this email was given to an al.com reporter and subsequently published in the paper. The plaintiff was humiliated and embarrassed and had never been made aware of any staffing issues or concerns by Andy Craig or Carol Barber.

45. When the plaintiff asked Defendant Craig why he had allowed Barber to write something that was not true, He chuckled and said “I don’t know why Carol does things like that” – he acknowledged to the plaintiff that the statement was not true; however, he did nothing to correct the issue. The al.com article also stated:

“Robin did an outstanding job at TC (Trace Crossings) - she is not being moved for lack of effort, poor job performance, or any of the common reasons one normally sees for making a principal move in the middle of a school year,” Barber said in the email. “Robin did exactly what we asked her to do - to hold her teachers and staff accountable for high standards related to their job performance.”

“However, as Robin unraveled the layers and layers of issues, feathers were ruffled; feelings were hurt,” Barber wrote. “Faculty started arguing and backstabbing one another, leading to extremely low morale, a poor climate and negative culture,” she wrote.”

[http://blog.al.com/spotnews/2012/11/trace\\_crossings\\_principal\\_rob.html](http://blog.al.com/spotnews/2012/11/trace_crossings_principal_rob.html)

46. This final statement is untrue and unfounded. There was not extremely low morale or a poor climate or a negative culture at the school.

47. As a result of the defendant’s deliberate libel and slander, plaintiff was caused to suffer not only certain monetary losses but was also caused to suffer severe

emotional distress and pain. Plaintiff seeks compensatory and punitive damages against the individual defendants in their individual capacities for this count.

#### **IV. PRAYER FOR RELIEF**

**WHEREFORE**, the plaintiff respectfully prays that this Court assume jurisdiction of this action and after trial:

1. Grant plaintiff a declaratory judgment holding that the actions of the defendant described hereinabove violated and continue to violate the right of the plaintiff as guaranteed by Title VII of the Act of Congress known as the Civil Rights Act of 1964, amended by the Civil Rights Act of 1991, the Fourteenth Amendment, 42 U.S.C. §1983 and various state law claims, including but not limited to, claims of breach of contract, and liable and slander.

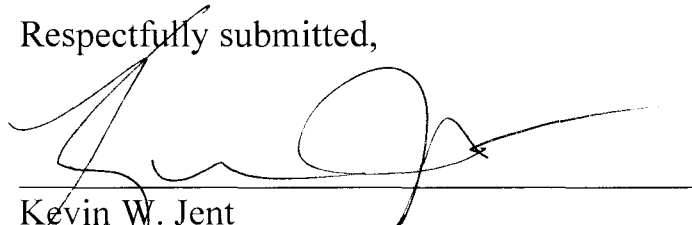
2. Grant plaintiff a permanent injunction enjoining the defendant, their agents, successors, employees, attorneys and those acting in concert with the defendants and at the defendant's request from continuing to violate Title VII of the Act of Congress known as the Civil Rights Act of 1964, amended by the Civil Rights Act of 1991, the Fourteenth Amendment, and various state law claims, including but not limited to, claims of breach of contract, and liable and slander.

3. Grant plaintiff an order requiring the defendant to make her whole by awarding her the position(s) she would have occupied in the absence of the

aforementioned sex discrimination, Due Process violations, and breach of contract by awarding her back-pay, (plus interest), front-pay, compensatory and/or nominal damages as well as lost seniority, lost pension and fringe benefit credits, costs, attorney's fees and expenses.

4. Grant plaintiff an order requiring the defendant(s) to make her whole by awarding her compensatory, punitive and/or nominal damages against the individual defendants for the above-described libel and slander claims.

Respectfully submitted,




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Kevin W. Jent  
Counsel for the Plaintiff

OF COUNSEL:

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THE PLAINTIFF DEMANDS A TRIAL BY STRUCK  
JURY ON ALL ISSUES TRIABLE BY A JURY.



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Kevin W. Jent

**Defendants' Addresses:**

Serve via Certified Mail

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Farr Administration Building  
2810 Metropolitan Way  
Hoover, Alabama 35243

Andy Craig, Superintendent  
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Carol Barber  
Assistant Superintendent  
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