

RETURN DATE: APRIL 25, 2017 : SUPERIOR COURT
ANGEL AVILES : J.D. OF NEW HAVEN
V. : AT NEW HAVEN
CITY OF NEW HAVEN, et al : MARCH 29, 2017

VERIFIED COMPLAINT

COUNT ONE – v. Steven Librandi

1. At all times mentioned herein, Angel Aviles (hereinafter referred to as “the plaintiff, Aviles”), has been a member in good standing of the New Haven Fire Department, currently holding the rank of Lieutenant.
2. At all times mentioned herein, the City of New Haven, (hereinafter referred to as “the defendant City”), has been a municipal corporation organized and existing under the laws of the State of Connecticut. Said municipality has a Charter, establishing a Civil Service Commission.
3. At all times mentioned herein, the City utilized Civil Services Rules and Regulations (hereinafter referred to as “the Rules”), adopted by the defendant Civil Service Commission, which govern appointments, promotions and other matters for all positions within the City’s Service. Said Civil Service Rules and Regulations have the force and effect of law.

4. At all times mentioned herein, Section 13(b) of the said Rules provide:
 - a. "A person who takes an examination may request confirmation of the accuracy of his or her test score. This request must be in writing and submitted to the Chief Examiner no later than ten (10) days after receiving notice of his/her score. The Chief Examiner shall respond no later than ten (10) days after the promulgation of the corresponding eligible list.
5. At all times mentioned herein, Stephen Librandi (hereinafter referred to as "the defendant Librandi"), has been the Manager of Human Resources for the City of New Haven. Among the defendant Librandi's responsibilities is the implementation and compliance with Civil Services Rules and Regulations as well as Personnel Policies of the various departments of the City of New Haven.
6. On or about January 31, 2017, the plaintiff Aviles began to participate in the New Haven Fire Department's promotional process for the position of Captain. Any such promotion in the New Haven Fire Department is effected through the defendant New Haven Board of Fire Commissioners which will meet shortly, in order to make this promotion. Said process consisted of two (2) parts: a written component that counted toward thirty-five (35) percent of the grade, and an oral component that counted toward sixty-five (65) percent of the grade. Approximately thirty-nine (39) Lieutenants participated in the promotional process for Captain, vying to fill fifteen (15) vacancies within the New Haven Fire Department. The identity of said

individuals are fully unknown at this time but the plaintiff Aviles hopes to secure their identity through proper publication in the New Haven Register and at all ten (10) New Haven Firehouses pursuant to the appended Order of Notice. Said individuals would be made parties to this litigation so that they may be apprised of this action and of the potential effect of an adverse Judgment on them.

7. Both components of said test were administered by an outside company known as the defendant Morris and McDaniel, which was hired by the defendant City pursuant to a Professional Services Contract.
8. After participating in the written component of the examination process for Captain, the defendant Aviles was invited to sit for the oral component.
9. The plaintiff Aviles' oral component was audiotaped by one audio device and it was videotaped by two cameras by the defendant Morris and McDaniel. Both components were then evaluated by three (3) individuals known as "assessors" or "examiners" who came from throughout the United States who hold the rank of Captain or above. Said individuals were hired by the defendant Morris and McDaniel.
10. After said oral component was completed by the defendant Morris and McDaniel and scored, the plaintiff Aviles invoked his right to request confirmation of the accuracy of his oral test score pursuant to Section 13(b) of the Civil Service Rules and

Regulations quoted above.

11. Said confirmation was to be undertaken by the plaintiff Aviles through a review of the audiotape and videotape of the interview that formed the basis of the oral component of the promotional process. In the course of undertaking said review, the plaintiff Aviles discovered that half of the videotape was missing. The plaintiff Aviles reported it to the defendant City's Personnel Director, one Noelia Marcano who informed him that "it was also missing from the test's Master recording" and that the defendant Morris and McDaniel were looking for it. Noelia Marcano further stated that the plaintiff Aviles would be contacted. When the Noelia Marcano failed to contact the plaintiff Aviles, he contacted Librandi.
12. The plaintiff Avila was thereupon informed by the defendant Librandi that "someone" at the defendant Morris and McDaniel had "erased" and/or "lost" one half of the videotape of his interview and that it had longer existed, (after initially telling him that it was "not lost and/or deleted"), thereby altogether preventing Aviles from confirming the accuracy of his oral test score.
13. The plaintiff Aviles was further informed by the defendant Librandi that even though the defendant Morris and McDaniel had "erased" and/or "lost" the videotape of his interview, he was nonetheless graded on the basis of a "complete video," and a full

audiotape. The defendant Librandi offered to provide the plaintiff Aviles with an Affidavit described below. The defendant Librandi further offered the plaintiff Aviles with the opportunity to review what he referred to as a “hybrid,” consisting of the full audiotape and the remaining portion of the videotape of his interview. The defendant Librandi conditioned the plaintiff Aviles’ review of the so-called “hybrid” on the plaintiff Aviles’ acceptance of the oral test score, imposing an arbitrary deadline for the plaintiff Aviles to complete the review by March 30, as he was, in the defendant Librandi’s words “holding up the certification process for the Captain’s List.” The defendant Librandi further informed the plaintiff Aviles that should he fail to review the so-called “hybrid,” he would be deemed to have accepted his oral test score. The defendant Civil Service Commission approve the defendant Librandi’s position at its March 28, 2017 Meeting where the plaintiff Aviles had gone to seek assistance.

14. The plaintiff Aviles was also informed by the defendant Librandi that he would be provided with three (3) Affidavits from the three (3) individuals who administered the oral interview portion of the promotional process for Captain concerning the manner in which his scores was arrived at. To date, the defendant Librandi has failed to do so.
15. The defendant Librandi was negligent in one or more of the following ways:
 - a. in that he failed to provide the plaintiff Aviles with a genuine

opportunity to confirm the accuracy of his test score in violation of Section 13(b) of the Civil Service Rules and Regulations;

- b. in that knowing that one-half of the plaintiff Aviles' videotape was "lost and/or deleted" he nonetheless advocated that the plaintiff Aviles accept what he referred to as a "hybrid" consisting of the complete audiotape, and a partial video of his interview, thereby depriving the plaintiff Aviles of the ability to confirm the accuracy of his oral test score in violation of Section 13(b) of the Civil Service Rules and Regulations;
- c. in that knowing that one-half of the plaintiff Aviles' videotape was lost and/or deleted, he nonetheless insisted that he review the aforementioned "hybrid" by an arbitrarily imposed deadline or, the plaintiff Aviles would be deemed to have "accepted" his oral test score, all in violation of Section 13(b) of the Civil Service Rules and Regulations which mandate that a promotional candidate be given the opportunity to request confirmation of his test score without qualification;
- d. in that he has altogether failed to comply with Section 13(b) of the

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Civil Service Rules and Regulations by providing the plaintiff Aviles with the basis upon which he can make a genuine, complete inquiry concerning his oral test score, without the pressure of the certification of the remainder of the List.

16. As a result of said negligence, the plaintiff Aviles has been damaged in that he has now been deprived of the opportunity of confirming the accuracy of his oral test score.

COUNT TWO - v. Morris and McDaniel

1-14. Paragraphs One through Fourteen of Count One is incorporated herein as Paragraphs One through Fourteen of Count Two.

15. The defendant Morris and McDaniel was negligent in one or more of the following ways:

- a. In failing to preserve the entirety of the videotape of the plaintiff Aviles' oral component of the promotion process for Captain;
- b. In failing to do that which was necessary to ensure that the videotape of the subject oral component was safeguarded;
- c. In scoring the oral component of the plaintiff Aviles' promotional

exam based upon an incomplete videotape of his interview; and,
d. In failing to account for the manner in which the plaintiff Aviles
interview was graded.

16. As a result of said negligence, the plaintiff Aviles has been damaged in that he has
been deprived of the opportunity of confirming the accuracy of his oral test score.

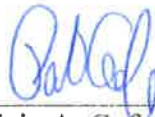
WHEREFORE, the plaintiff Aviles claims damages, and such other and further relief as in law or equity appertain, including, but not necessarily limited to the following: that the plaintiff Aviles' oral interview be repeated; that the oral interview for all other candidates be repeated; that the plaintiff Aviles be given full credit for the "lost" portion of his videotaped interview; that the promotional list for Captain not be certified; that no promotions be made off said certified list until the present issue is resolved by the Court.

HEREOF, fail not but of this Writ with your doings, thereon make due service and return according to law.

Dated at East Haven Connecticut, this 29th day of March, 2017.

THE PLAINTIFF,
ANGEL AVILES

By:



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Angel Aviles

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STATEMENT OF AMOUNT IN DEMAND

The plaintiff claims damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs and such other and further relief as in law or equity appertain.

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ANGEL AVILES

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