

**DECLARATION OF LASHONDRA PEBBLES**

I, LaShondra Peebles, declare as follows:

1. I was hired by Chicago State University (“CSU”) in March 2012 as a Process Improvement Specialist.

2. In July 2012, I became the Director of Compliance for Enrollment Management.

3. On July 1, 2013, I was promoted to Interim Vice President of Enrollment and Student Affairs. My duties were to manage and supervise eleven departments and a staff of approximately 130 employees in the areas of enrollment related services and student affairs. In this role I oversaw a budget of approximately \$7,000,000. I was employed by CSU in this position until my termination on June 2, 2014.

4. On February 18, 2015, I filed a civil lawsuit in the Circuit Court of Cook County, Illinois, alleging that Chicago State University, the university’s President Wayne Watson, and the Board of Trustees of Chicago State University violated the Illinois State Officials and Employees Act, 5 ILCS 430/15-5 insofar as the termination of my employment constituted retaliatory action of my protected speech in violation of the Act. *See* Exhibit A.

5. My lawsuit alleges that while I was employed at CSU:

- a. I was asked to approve payments without signed contracts, and my statements to Watson that I would report any such conduct to the Illinois Auditor General constituted protected speech as defined by 5 ILCS 430-15-10(1);
- b. Watson prevented me from reporting CSU’s provisional status with the U.S. Department of Education regarding Title IV Federal Financial Aid for students to the Board of Trustees in violation of my protected speech as defined by 5 ILCS 430/15-10(1); and

- c. Watson and other CSU officials demanded that I make false claims of sexual harassment against Phillip Beverly as part of an effort to shut down the *CSU Faculty Voice* blog, and my refusal to do so constituted protected speech as defined by 5 ILCS 430/15-10(1).
- d. My protected speech was a motivating factor in my discharge.

**CSU Faculty Voice**

6. As a CSU employee, I was familiar with Professor Beverly because he and other CSU faculty members publish a blog titled *CSU Faculty Voice*. The blog discusses management by the CSU administration, and provides links to public documents regarding CSU. It contains information and opinions critical of CSU management and President Watson.

7. Watson referred to the “fight” that he was in against the *CSU Faculty Voice*, Beverly, and the blog’s contributors. Watson routinely had his assistants, Joy Hearn and Binta Chauncey, print copies of blog articles that angered him and distribute the copies to CSU officials. I heard many conversations among management critical of the blog.

8. Watson described Professor Beverly in my presence as a trouble-starter.

9. When I began my position as Interim Vice President of Enrollment and Student Affairs, Watson advised me that he wanted to be immediately informed if Professor Beverly spoke with me and that I was to report the substance of any conversations with Beverly to Watson.

10. From at least September 2013 through April 1, 2014, I was present during several conversations about Professor Beverly and the *CSU Faculty Voice* among CSU officials who discussed what actions they could take to remove Beverly from campus and shut down the blog. During that time, I was present during numerous meetings in which Watson, Patrick

Cage, General Counsel and Vice President for Labor and Legal Affairs; Angela Henderson, Interim Provost and Senior Vice President for Academic Affairs; Hon. Bernetta Bush (Ret.), Ethics and Diversity Officer and Special Counsel to the President; Farah Muscadin, Director of Intergovernmental Affairs; Renee Mitchell, Director of Human Resources, and other CSU officials discussed ways to remove Beverly from the CSU faculty and shut down the blog.

### **Cease and Desist Letter**

11. In November 2013, I attended a meeting in Henderson's office along with Watson, Cage, Bush, and Mitchell to discuss sending Professor Beverly a letter to cease and desist from publishing the *Faculty Voice* blog. Henderson typed the letter and all attendees at the meeting were asked to assist in drafting the letter. The letter was conceived to shut down the *CSU Faculty Voice* blog and silence Beverly and other blog contributors who criticized Watson's administration. I believe the letter was sent within one or two days of the meeting.

12. Attendees at the meeting offered various suggestions for what grounds could be asserted for shutting down the blog. Cage suggested that the letter assert that the name of the blog violated a registered CSU trademark. Watson said that even if the intellectual property claim did not "stick" he wanted the letter sent to Professor Beverly. Watson suggested that the letter reference CSU's civility standard, as set forth in the Computer Usage Policy.

### **Cyber Bullying Policy**

13. In November or December 2013, Henderson spoke with me and asked me to research examples of cyber-bullying policies at other universities. A meeting of CSU officials was convened to discuss adopting a cyber-bullying policy. I brought the sample policies that I researched from other schools to the meeting.

14. At the meeting, Watson, Cage, Henderson, Bush, and Muscadin discussed whether a cyber-bullying policy could be used at CSU to discipline Professor Beverly and shut down the *Faculty Voice* blog. The cyber-bullying policy was promoted by the CSU officials who attended as a response to the *Faculty Voice* blog and a means to close down the blog.

15. A draft CSU cyber-bullying policy was presented to the CSU Board of Trustees.

16. At the March 2014 CSU Board of Trustees meeting, the Board heard a “first reading” of the final proposed cyber-bullying policy, which was presented to the Board by Watson and Cage.

### **Sexual Harassment Allegation**

17. In September 2013, Professor Beverly visited my office and asked to schedule an appointment with me to discuss CSU enrollment issues. I told him that no appointment would be necessary and offered to speak with him immediately in my office. We sat at my conference table and discussed CSU enrollment strategy and my professional qualifications to address CSU’s enrollment issues. Our conversation lasted ten to fifteen minutes. At the conclusion of our conversation, Beverly referenced his military experience and said that he had found it essential in life – as in the military – to have a “wing man” or someone to “watch your back.”

18. Per Watson’s request that I inform him if I had any contact with Professor Beverly, I immediately went to Watson’s office and reported my conversation with Beverly. Watson responded by characterizing Beverly’s parting words a “threat.” I responded that I did not feel threatened.

19. In a later conversation the same day in his office, Watson advised me that he needed to “protect” me and asked me if I felt threatened by Professor Beverly. I told him I did not feel threatened by Professor Beverly. Watson advised me that I should not talk further with

Beverly and that Watson would “teach me” how to respond to Beverly in the future. The incident did not come up again until several months later.

20. In December 2013 I hired Monica Moss as Dean of Students. I passed along Watson’s instruction and told Moss to report to me if Professor Beverly spoke with her because Watson had said Beverly was out to “get him.”

21. In late January, Moss called to inform me that Professor Beverly had met with her and asked her questions about her professional experience and qualifications for her role as Dean of Students.

22. Complying with Watson’s standing instructions, I called Watson and informed him that Professor Beverly has spoken with Moss without discussing the content of the conversation. Watson responded by stating “that’s three,” claiming that Beverly had threatened and sexually harassed Angela Henderson, Moss, and myself. Watson stated that he needed the three of us to charge Beverly with sexual harassment. Watson said that he and the CSU administration were in a fight against Beverly and that he wanted to get rid of Beverly. Watson told me that he needed my help in the fight and advised me to file a lawsuit for sexual harassment against Beverly based on Beverly’s visit to my office. I told Watson that I did not feel threatened or harassed by Beverly’s conversation. Nevertheless, Watson asserted that I had been harassed and that I “did not realize it.”

23. I later spoke with Moss who informed me that she had been contacted by Watson and that Watson asked her to file sexual harassment charges against Professor Beverly. She resigned her employment February 28, 2014.

24. In early 2014, I was interviewed by Patrick Cage about my meeting with Professor Beverly. I was not advised about the subject of the meeting in advance. I described

my conversation with Beverly and in response to his questions told Cage that I did not feel harassed or threatened by Beverly.

25. I was subsequently pressured by numerous CSU officials to file false sexual harassment charges against Professor Beverly. I was pressured in approximately ten different meetings with various CSU officials including Watson, Cage, Henderson, Bush, Muscadin, and Mitchell. The meetings would be initiated by a request via phone, in person, or via my assistant, Arlina Worrill, to participate in an ad hoc conference in an office or conference room without prior notice..

26. On another occasion, in early 2014, I was summoned to a meeting in Muscadin's office, along with Watson, Cage, and Henderson, as well as Robin Hawkins, Assistant General Counsel and Tom Wogan, Director of Public Relations. I was again questioned about whether I was sexually harassed by Professor Beverly. When I denied any harassment, Watson told me that I was "too strong" and that he needed me to file the harassment lawsuit against Beverly so Watson could protect me. I reiterated that I did not feel threatened by Beverly and did not intend to sue Beverly. I stated that if I testified that Beverly harassed me, my testimony would be false.

27. In late February 2014, I received a text from Henderson to come to Watson's home for a dinner meeting. At the meeting were CSU officials and others, including Watson; Bush; Muscadin; Hawkins, Cage; Angela Henderson and her husband Victor Henderson, Esq.

28. A discussion was held over several hours on how to get rid of Professor Beverly and shut down the *CSU Faculty Voice*. Attendees voiced their anger that blog contributors continued to post articles criticizing the administration without punishment.

29. Victor Henderson criticized Cage for not enforcing the cyber-bullying policy to get rid of Professor Beverly and blog contributors in light of recent blog reports suggesting that Angela Henderson had plagiarized her dissertation. Watson asserted that the administration had developed the policy to be used to shut down the blog and complained that no action had been taken against Beverly or any blog contributors via the policy yet.

30. There was also a discussion of filing a CSU lawsuit that would be used to obtain an injunction preventing publication of the blog.

31. The conversation then turned to whether or not CSU should file suit against Professor Beverly for sexual harassing me.

32. Angela Henderson said that she had agreed to file a sexual harassment complaint against Beverly.

33. Bush told me I was threatened by Professor Beverly and just did not realize it. I again stated that I did not feel harassed or threatened by Beverly's conversation related to CSU administrative matters. I stated that would not falsely testify in support of such a complaint.

34. Bush offered to file a sexual harassment complaint if Moss and I refused.

35. The discussion became heated, with individuals telling me to file a claim against Professor Beverly. I was accused of not being a "team player." I became distressed by the discussion and left the meeting.

36. In March 2014, I was interviewed once again regarding my conversation with Professor Beverly in a teleconference with Cage and lawyers who introduced themselves as attorneys retained by CSU to investigate the conduct of Beverly's interaction with me and other CSU employees. I answered questions from the attorneys regarding my conversation in September 2013 with Beverly and stated again that Beverly had not sexually harassed me. The


attorneys then questioned me regarding Moss's resignation and asked whether she had resigned because Beverly had harassed her. I told the attorneys that I did not believe that Moss would state that she resigned because she felt harassed by Beverly.

37. I make the above statement based on my knowledge and recollection of events and if called as a witness would testify to the above facts.

  
LaShondra Peebles

**VERIFICATION**

I, LaShondra Peebles, under penalties as provided by law pursuant to 735 I.L.C.S. 511-109 certify that the statements set forth in the foregoing Declaration are true and correct to the best of my knowledge and belief.

  
LaShondra Peebles



**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

PHILLIP BEVERLY, et al.,	)	
	)	
Plaintiffs,	)	Case No. 1:14-CV-04970
	)	
v.	)	Judge Joan B. Gottschall
	)	
WAYNE D. WATSON, et al.,	)	Magistrate Judge Sheila Finnegan
	)	
Defendants.	)	

---

**DECLARATION OF LASHONDRA PEEBLES  
IN SUPPORT MOTION FOR PRELIMINARY INJUNCTION**

**EXHIBIT LIST**

A. *Peebles v. CSU, et al.* Complaint

# **EXHIBIT A**

Civil Action Cover Sheet - Case Initiation

(11/06/13) CCL 0520

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

LaShondra Peebles

v.

Chicago State University, et al.

No.

2015L001706  
CALENDAR/ROOM N  
TIME 00:00  
Retaliatory Discharge

CIVIL ACTION COVER SHEET - CASE INITIATION

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. Only one (1) case type may be checked with this cover sheet.

Jury Demand  Yes  No

PERSONAL INJURY/WRONGFUL DEATH

CASE TYPES:

- 027 Motor Vehicle
- 040 Medical Malpractice
- 047 Asbestos
- 048 Dram Shop
- 049 Product Liability
- 051 Construction Injuries  
(including Structural Work Act, Road Construction Injuries Act and negligence)
- 052 Railroad/FELA
- 053 Pediatric Lead Exposure
- 061 Other Personal Injury/Wrongful Death
- 063 Intentional Tort
- 064 Miscellaneous Statutory Action  
(Please Specify Below\*\*)
- 065 Premises Liability
- 078 Fen-phen/Redux Litigation
- 199 Silicone Implant

TAX & MISCELLANEOUS REMEDIES

CASE TYPES:

- 007 Confessions of Judgment
- 008 Replevin
- 009 Tax
- 015 Condemnation
- 017 Detinue
- 029 Unemployment Compensation
- 031 Foreign Transcript
- 036 Administrative Review Action
- 085 Petition to Register foreign Judgment
- 099 All Other Extraordinary Remedies

By: Anthony Pinelli, Attorney No. 12901

(Attorney)

(Pro Se)

Pro Se Only:  I have read and agree to the terms of the Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:



(FILE STAMP)

COMMERCIAL LITIGATION

CASE TYPES:

- 002 Breach of Contract
- 070 Professional Malpractice  
(other than legal or medical)
- 071 Fraud (other than legal or medical)
- 072 Consumer Fraud
- 073 Breach of Warranty
- 074 Statutory Action  
(Please specify below.\*\*)
- 075 Other Commercial Litigation  
(Please specify below.\*\*)
- 076 Retaliatory Discharge

OTHER ACTIONS

CASE TYPES:

- 062 Property Damage
- 066 Legal Malpractice
- 077 Libel/Slander
- 079 Petition for Qualified Orders
- 084 Petition to Issue Subpoena
- 100 Petition for Discovery

\*\*

Service via email from opposing party/counsel will be accepted at:

apinelli@pinelli-law.com

by consent pursuant to Ill. Sup. Court Rules 11 and 131.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

LASHONDRA PEEBLES, )  
 Plaintiff, )  
 )  
 v. )  
 )  
 CHICAGO STATE UNIVERSITY, )  
 WAYNE WATSON, individually, )  
 and in his capacity as University President, )  
 The BOARD OF TRUSTEES OF )  
 CHICAGO STATE UNIVERSITY, )  
 ANTHONY YOUNG, JAMES JOYCE, )  
 MICHAEL CURTIN, SPENCER )  
 LEAK, SR. HORACE SMITH, )  
 NIKKI ZOLLAR, )  
 in their capacity as the Board of Trustees )  
 of Chicago State University, )  
 Defendants. )

Case No.

JURY DEMAND

2015L001706  
 CALENDAR/ROOM N  
 TIME 00:00  
 Retaliatory Discharge

**COMPLAINT AT LAW**  
**VIOLATION OF ILLINOIS STATE OFFICIALS AND EMPLOYEES ACT**  
**5 ILCS 430/15-5**

NOW COMES the Plaintiff, LaSHONDRA PEEBLES, by counsel, Anthony Pinelli and Susan Pavlow, and complains of Defendants, CHICAGO STATE UNIVERSITY, WAYNE WATSON, and the BOARD OF TRUSTEES OF CHICAGO STATE UNIVERSITY, ANTHONY YOUNG, JAMES JOYCE, MICHAEL CURTIN, SPENCER LEAK, SR. HORACE SMITH, and NIKKI ZOLLAR (collectively “the Board of Trustees”) as follows:

**JURISDICTION AND VENUE**

1. This action arises under the State Officials and Employee Ethics Act, 5 ILCS 430/15-5, *et. seq.* This Court has jurisdiction to hear cases brought under the State Officials and Employee Ethics Act. 5 ILCS 430/15-25.

2. Venue is proper in the Circuit Court of Cook County pursuant to 735 ILCS 5/2-101.

**PLAINTIFF**

3. Plaintiff Peebles was hired by CSU in March of 2012 as a Process Improvement Specialist pursuant to a four-month contract. Her duties included review of audit findings and processes for enrollment management, and to provide recommendations for improvement.

4. In July 2012, Peebles became the Director of Compliance for Enrollment Management. This position included the same duties as her prior position and additionally, training for staff on the federal student handbook, compliance with the financial aid regulations of the Department of Education and the Illinois Student Assistance Commission, and services related to admissions and record keeping.

5. On July 1, 2013 Peebles became the Interim Vice President of Enrollment and Student Affairs. Her duties were to manage and supervise eleven (11) departments and a staff of approximately one hundred thirty (130) employees in the areas of enrollment related services and student affairs matters. She oversaw a budget of approximately seven (7) million dollars.

6. Peebles was employed by CSU until her termination on June 2, 2014 and at all times relevant to this complaint, was an employee as defined by 5 ILCS 430/1-5 and 5 ILCS 430/15-10.

**DEFENDANTS**

7. Defendant Chicago State University (“CSU”) is a state university, a public body and an employer as defined by 5 ILCS 430/15-5.

8. Defendant Chicago State University Board of Trustees (“Trustees”) has oversight of CSU and is the body politic and corporate which was styled the Board of Trustees of Chicago State University. The Trustees are authorized by law to operate, manage, control, and maintain

CSU in accordance with the rights, powers, and duties vested to them by law. 110 ILCS 660/5-10.

9. At all times relevant to this complaint, Defendants Anthony Young, James Joyce, Michael Curtin, Spencer Leak, Sr., Horace Smith, and Nikki Zollar were Trustees and members of the Board of Trustees of CSU (“Board”).

10. The Trustees are empowered by law to manage CSU, hire employees, determine cause to fire employees of the university, and direct and control all financial operations of CSU. The Trustees are officers and supervisors as defined by 5 ILCS 430/15-5.

11. Defendant Wayne Watson (“Watson”) was hired by the Board of CSU as president, an officer as defined by 5 ILCS 430/15-5, with a term of office beginning on October 1, 2009. At all times relevant to this Complaint, Watson was the President of Chicago State University, responsible for CSU’s administration. Watson was an officer and supervisor as defined by 5 ILCS 430/15-5. Defendant Watson is sued individually pursuant to 5 ILCS 430/15-5 and in his official capacity.

#### **CSU Officers**

12. Bernetta Bush (“Bush”) was at all times relevant to this Complaint, the Ethics Officer of CSU. She has the duty to advise all CSU employees with respect to legal and ethical questions concerning the operation of CSU and their employment. Specifically, she is vested with receiving and resolving complaints of unethical and inappropriate activity, as well as fraud, abuse, waste, or misconduct of employees of CSU or those doing business with CSU. Bush was an officer and supervisor as defined by 5 ILCS 430/15-5.

13. Angela Henderson (“Henderson”) was at all times relevant to this Complaint, the Vice President of Enrollment and Student Affairs and the Interim Provost. Henderson was an officer and supervisor as defined by 5 ILCS 430/15-5.

#### **CSU Management**

14. Patrick Cage (“Cage”) was at all times relevant to this Complaint, Vice President of Labor and Legal Affairs and General Counsel at CSU. He is responsible for directing CSU’s legal affairs.

15. Renee Mitchell (“Mitchell”) was at all times relevant to this Complaint, the Director of Human Resources for CSU. Her duties include making decisions regarding the employment and compensation of CSU employees, as well as administering the employment policies as written by the Trustees in the CSU Handbook.

#### **FACTS**

##### **U.S. Department of Education – Financial Aid Participation Agreement**

16. CSU entered into a contract, known as a participation agreement, with the United States Department of Education (“DOE”) in order to qualify for the receipt of Title IV federal student financial aid (“Title IV”) by enrolled students. The participation agreement is renewed every six (6) years, and is necessary for students of CSU to receive financial aid. CSU’s participation agreement was set to expire on September 30, 2012. Accordingly, the renewal application for the participation agreement was to be submitted by June 30, 2012.

17. The majority of students at CSU received federal financial aid through the Department of Education, which financed tuition payments for their attendance.

18. In April, 2012, Peebles was assigned responsibility for renewing the participation agreement between CSU and the DOE. As part of this assignment, she reviewed the existing

participation agreement as well as the DOE website that posted CSU's prior application. In doing so, Peebles noticed that CSU's prior application and agreement indicated there were no classes offered outside of the university campus, or off-site locations, when in fact such classes were ongoing.

19. Peebles confirmed there were numerous off-site locations where students attended class. This information was contrary to CSU's prior application to DOE in order to obtain the approval of Title IV to CSU students.

20. The participation agreement between CSU and DOE was based on CSU's application that contained a materially false fact, specifically that no classes were offered outside of the university campus when in fact, there were numerous off-site locations for classes offered to CSU students. CSU failed to notify DOE that Title IV funds were issued to students attending classes at off-site locations in violation of the regulations. A violation of the participation agreement may result in the DOE withholding or denying federal financial aid to students who attend CSU, a major source of student tuition and CSU's operating funds.

21. On May 30, 2012, Peebles advised Henderson of the errors in the previous applications. Henderson, her direct supervisor at the time, advised Peebles to rectify the problem.

22. Peebles began communication with the Department of Education regarding off-site locations and the renewal of the participation agreement. The DOE opened a program review of CSU's off-site locations in the summer of 2012, and requested documentation including student transcripts and records of financial aid.

23. As a result of such a review, the DOE would decide whether to renew the participation agreement and continue federal financial aid for CSU students. By offering off-site classes without approval or acknowledgement from DOE, CSU was not in good standing and



was not eligible to receive an automatic renewal of the participation agreement. Peebles communicated the DOE's position during a meeting with CSU supervisors, including Watson, Bush, Cage and Henderson.

24. Later that summer, at a meeting in the president's conference room, Peebles again explained DOE requirements for maintaining the participation agreement. Watson advised that CSU would not offer classes at off-site locations for the upcoming semester.

25. In March of 2013, the DOE gave provisional approval to the renewal of the participation agreement for a period of three (3) years, through 2016, subject to a number of terms and conditions. The agreement was provisional and subject to revocation if further violations occurred. The agreement was retroactive to September 2012.

26. In May, 2013, Peebles attended a meeting with Watson and Henderson and advised them of the need to inform the Board of the provisional status and restrictions on the renewal. Watson advised that it was not a good idea to share the information with the Board at that time and the Board was not going to be advised of CSU's provisional status.

27. In anticipation of the December, 2013, Board Meeting, Peebles prepared a report as part of her regular duties that included information that CSU was under a provisional participation agreement with the DOE. Watson advised Peebles that he needed to review her board report before it was submitted. Peebles submitted a draft report to Watson that included information about the provisional participation agreement that had already been in place for approximately one year. During a meeting in Watson's office, the draft report was returned to Peebles heavily edited. Watson advised Peebles that he was upset with her report and that she could not submit the report to the Board as it would cause unnecessary alarm. Watson advised

her to revise the report and make sure Henderson saw it before he viewed it again and to work with her to edit.

28. In February, 2014, Peebles prepared her report for the March 2014, Board meeting and presented it to Watson for review pursuant to his instructions. Watson and Henderson advised Peebles that she could not present any of the report at the board meeting because the information in the report about Title IV funds would expose CSU to public scrutiny, as her report would be a public document, subject to the Freedom of Information Act ("FOIA").

29. At the March, 2014, Board meeting, Peebles' proposed report was reduced to a single-page document labeled "report forthcoming;" it contained no information regarding CSU's provisional approval.

#### **Sodexo Contract**

30. As part of her initial duties as compliance officer, Peebles familiarized herself with reports of the State of Illinois Auditor General. The Auditor General report, published March 16, 2010, included an audit finding that CSU lacked adequate controls over contracting procedures, specifically "fourteen of the contracts tested totaling \$2,308,116 were dated and signed by the university official after the date of the commencement of services per the contract. The total amount of services provided prior to the signature date was not determinable." Illinois Auditor General Report to CSU, March 16, 2010.

31. Sodexo is a vendor providing meal and food services to CSU students on campus.

32. In the fall of 2013, in her capacity as the Interim Vice President of Enrollment Management and Student Affairs, Peebles received two Sodexo invoices from the Finance Department that required her approval as payment would be made from her department's budget. The total for the two invoices was approximately one million dollars. Peebles emailed Larry

Pinkelton ("Pinkelton"), Vice President of Finance, to question the cost of the invoices and to obtain a copy of the contract between CSU and Sodexo.

33. Pinkelton assured Peebles there was a contract in place and that she should sign the invoice to approve payment.

34. In December 2013, Pinkelton advised Peebles there was no contract between CSU and Sodexo, despite the services being provided. In numerous meetings and phone calls, Peebles was requested to sign the approval for the payment of the invoices.

35. In late December 2013, Peebles attended a meeting that included Watson, Cage, Henderson and Bush. The outstanding Sodexo invoices and the fact that Sodexo continued to provide services without a contract were discussed. Bush advised that the invoices needed to be approved and paid and that a contract should be backdated if needed. Peebles stated that if the contract were backdated, she would have to advise the Illinois Auditor General of that fact and it would be the basis for an audit finding. The issue was not resolved.

36. At a subsequent meeting that included Watson, Cage, Bush, and Henderson, the outstanding Sodexo invoices were again discussed. Watson advised Peebles to approve the payment. After the meeting concluded, Peebles met with Watson and advised him that she was not signing the invoices and if she kept getting pressure to do so, she would call the Illinois Auditor General. Watson then called Cage and Pinkelton into his office and advised them that he did not know what happened with the Sodexo contract but that Sodexo provided the services. Watson advised them that they should do what they needed to do to issue payment of the invoices and to keep Peebles out of it.

### **Sexual Harassment Allegation**

37. During her employment, Watson advised Peebles that he wanted to be immediately advised if Dr. Philip Beverly, a tenured professor who openly opposed Watson, spoke with Peebles.

38. For several years, Beverly and other CSU faculty members published a blog titled *CSU Faculty Voice* (“Faculty Blog”). The blog serves as an outlet for the opinions of the contributing faculty members. The Faculty Blog documents and discusses mismanagement by the CSU administration, and provides links to public documents regarding CSU. The Faculty Blog was critical of Watson’s administration.

39. In September 2013, Peebles had a conversation with Beverly in her office. Pursuant to Watson’s previous instructions, Peebles reported the conversation to Watson. In a later conversation, Watson advised Peebles that he needed to “protect” her and asked her if she felt threatened by Beverly. Peebles responded that she did not feel threatened. Watson advised Peebles that she should not talk with Beverly and Watson would need to teach her how to respond to Beverly in the future.

40. In 2013, and 2014, Peebles was present during meetings in which Watson, Cage, Henderson, Bush, and others met to discuss ways to shut down the Faculty Blog.

41. In a phone call in 2014, Watson advised Peebles that they were in a fight against Beverly. Watson told Peebles that he needed her help in the fight and advised her to file a lawsuit for sexual harassment against Beverly based on Beverly’s visit to her office. Peebles advised Watson that she did not feel threatened or harassed by Beverly’s conversation and declined to file a complaint or lawsuit.

42. Subsequently, Peebles was interviewed by Cage about her meeting with Beverly. She was not advised about the subject of the meeting in advance. Peebles described the conversation and told Cage that she did not feel harassed or threatened by Beverly.

43. In early 2014, Peebles was summoned to a meeting with several people present including Watson, Cage, and Henderson. Peebles was again questioned about whether she was sexually harassed by Beverly. When Peebles denied any harassment, Watson told Peebles that she is “too strong” and that he needs her to file the harassment lawsuit against Beverly so Watson can protect her. Peebles reiterated that she did not feel threatened by Beverly and did not intend to sue Beverly. She stated that if she testified that Beverly harassed her, her testimony would be false.

44. In late February, 2014, Peebles received a text from Henderson to come to Watson’s home for a meeting. At the meeting were several people including Watson, Bush, and Henderson. A discussion was held as to whether or not CSU should file suit against Beverly for sexual harassment of Peebles. Bush told Peebles she was threatened and just did not realize it. Peebles again stated that she did not feel harassed or threatened by Beverly’s conversation related to CSU administrative matters. She stated that she would not falsely testify in support of such a complaint. Peebles became distressed by the discussion and left the meeting.

45. In March of 2014, Peebles was interviewed regarding her meeting with Beverly. In a teleconference with Patrick Cage and lawyers who introduced themselves as attorneys retained by CSU to investigate the conduct of Beverly’s interaction with Peebles and other CSU employees, Peebles answered questions from the attorneys and stated Beverly had not sexually harassed her.

46. A CSU employee who worked under Peebles’ direction also reported that she had

a meeting with Beverly. Upon learning of the meeting between the employee and Beverly, Watson spoke with the employee and requested that she file a claim of harassment against Beverly. The employee declined to do so. Upon Watson's request that she reconsider, the employee resigned her employment.

#### **Peebles' Termination**

47. In March 2014, Peebles began to suffer physical symptoms, which caused her to consult with her physician.

48. As the symptoms continued, Peebles applied for a medical leave. On April 15, 2014, Peebles was granted medical leave on the written advice of her physician.

49. On April 16, 2014, Peebles was notified that the portion of her salary for duties of Interim Vice President of Enrollment Management would be voided as a result of her leave.

50. Peebles contacted Renee Mitchell, Director of the Human Resources Department, to inquire about the denial of pay. Mitchell advised that because Peebles would not be performing that job during the medical period, the pay would be withheld. During the conversation when Peebles labeled Mitchell's conduct as vindictive, Mitchell responded, "if you say I am vindictive one more time, I'm going to fire you."

51. Despite the fact that she was on medical leave, over the next several days, Peebles was contacted by Henderson and Cheri Sydney, an Associate Vice President of Enrollment Management, by telephone in order to review the status of existing projects, including the PMO501 contract.

52. PMO501 submitted a proposal in response to CSU seeking an event management system and customized design program that would allow CSU to accurately predict all of the associated costs with renting a university venue for events. The proposal was dated April 15,

2014, and required a 25% down payment. The pricing was valid for 10 days from the date of the proposal.

53. In a phone conversation, Peebles, Henderson, and Sidney all agreed to utilize PMO501. As the proposal required a down payment within 10 days, and the normal payment process would take 30 days, Henderson, Sidney and Peebles agreed that Peebles would place the down payment on her P-card. A P-card is a credit card used for purchases on behalf of CSU.

54. On June 2, 2014, Peebles returned to work following her medical leave. She was summoned to a meeting with Bush. Peebles was provided no notice regarding the subject of the meeting. At the meeting, Bush advised Peebles to either resign or be fired.

55. Later that day, Peebles was summoned to a meeting with Watson. She was provided no notice regarding the subject of the meeting or the topics to be discussed. At the meeting, Watson proffered a resignation of employment for her signature and told her it would be better for her to resign rather than be fired. Peebles declined to resign. Watson signed the termination letter that day.

56. That same day, Peebles received the notice of termination from Watson. The notice explicitly stated, "You are hereby provided notice that effective June 3, 2014, your services as Director of Compliance & Process/Interim Vice President of Enrollment Management will terminate with cause. You will not receive any compensation beyond June 2, 2014 (Section II, B, 4, c, 4a)." Termination Letter, June 2, 2014.

57. Peebles was not provided with a pre-termination hearing as mandated by the Regulations.

58. The Board of Trustees published employee regulations regarding the termination of employment in 2000 which were revised on March 9, 2012. The regulations were ignored by Watson in the termination of Peebles for “adequate cause.”

59. At all times relevant to this complaint, the Regulations provided that only the Board of Trustees was empowered to determine if “adequate cause” existed in the Board’s discretion.

60. At all times relevant to this complaint, CSU had Regulations issued in 2000 and in 2012 by the Board of Trustees as to the procedure for termination of any employee of the university not covered by a collective bargaining agreement.

61. At all times relevant to this case, Plaintiff was an employee not covered by a collective bargaining agreement.

62. The Regulations which applied to Peebles’ termination in 2014 provide that an employee not covered by a collective bargaining agreement may be terminated for “adequate cause” *after* notice and opportunity to be heard. The Regulations provide that adequate cause is to be determined by the “Board’s sound discretion.” Regulations, revised 2012, Section II, Subsection B(4)(c)(2) (Emphasis added).

63. The Defendant Board of Trustees made no determination of adequate cause to terminate Peebles prior to or after her termination and she was not given the opportunity to request a hearing before her termination.

64. The Regulations set forth the procedures to be followed in terminating a CSU employee. First, prior to the issuance of a notice of intent to seek termination, the President shall hold “at least one meeting with the employee to discuss possible remedial actions by the employee or to discuss settlement of the matter.” Regs. §II(B)(c)(3)(b). Prior to this meeting,



“the President shall provide the employee with a written statement of the purpose of the meeting, including an identification of the topic(s) to be discussed.” Regs. §II(B)(c)(3)(c).

65. If the President issues a notice of intent to seek termination to the employee, the following procedures apply:

A termination proceeding shall be initiated by the President providing a notice of intent to seek termination with a statement of reasons for termination to the employee by registered or certified mail return receipt requested addressed to the employee’s last known address. Such mailing of the notice or other documents under this section shall constitute service.

The employee shall have the right to request a formal hearing before a committee of five employees selected from the administration. Such a request must be received in writing by the President within fifteen work days after service of the notice of intent to seek termination. If the employee requests a hearing, the committee shall be selected within fifteen work days after the President has received the request. The employee shall select two employees to serve on the committee, and the President shall select two employees to serve on the committee. The four employees so selected shall select a fifth employee to serve on the committee. If a committee is not selected by the method described above within fifteen work days, the President shall appoint the remaining members of the committee. Regs. §II(B)(4)(c)(3)(f)(i)(ii).

66. According to the Regulations, a formal hearing occurs before the termination decision. The final decision rests with the Board of Trustees.

67. During Watson’s tenure as President, numerous CSU employees have been served with a notice of intent to terminate and written charges of misconduct, and provided a hearing prior to the termination decision.

68. Watson never provided Peebles with a notice of intent to seek termination of her employment. Defendants Young, Joyce, Curtin, Leak, Smith, Zollar, as the Board of Trustees of CSU, never determined that adequate cause existed for her termination. Peebles was denied any

of the procedural protections of the CSU Regulations, such as mediation, a pre-termination hearing, or opportunity to contest the decision before the Board prior to her actual termination.

69. Defendant Watson did not seek the approval of the Board of Trustees for final action regarding the discharge of Peebles and acted outside of his authority under the published Regulations in determining that Peebles be terminated for adequate cause. These actions denied Peebles due process rights regarding her employment and demonstrate that Peebles' termination was in retaliation in violation of 5 ILCS 450-15.

70. The termination of Peebles' employment constituted retaliation for: Peebles' refusal to approve payment without signed contracts and statement that she would report the conduct to the Auditor General; her request to Watson to report CSU's provisional status with the DOE regarding Title IV Federal Financial Aid for students to the Board of Trustees and; her refusal to make false claims of sexual harassment at Watson's behest as part of an effort to shut down the Faculty Blog.

71. Peebles notified the Board of Trustees of Watson's actions by a letter dated July 14, 2014. Upon notice of the termination, the Board took no action to correct the breach of the Regulations, and thus ratified Watson's actions.

72. The Defendants' failure to comply with CSU's written procedures constitutes evidence of retaliation against Peebles in violation of 5 ILCS 450-15.

**COUNT I**  
**Violation of the Illinois State Official and Employees Act**  
**5 ILCS 430/15-5, et. seq.**

73. Plaintiff Peebles hereby realleges and reincorporates paragraphs 1 through 72 above.

74. At all times relevant to her complaint, Plaintiff Peebles was an employee as defined by 5 ILCS 430/1-5 and 5 ILCS 430/15-10.

75. At all times relevant to this complaint, Defendant Chicago State University was a public body and Defendants Young, Joyce, Curtin, Leak, Smith, and Zollar, as well as Defendant Watson, were officers and supervisors as defined by 5 ILCS 430/15-5.

76. At all times relevant to this complaint, Defendants Young, Joyce, Curtin, Leak, Smith, and Zollar were members of the Board of Trustees of CSU pursuant to 110 ILCS 660/5-10.

77. Peebles conversations with Watson and Bush advising them of her refusal to approve payment without signed contracts and her statement to Watson that she would report such conduct to the Illinois Auditor General constituted protected speech as defined by 5 ILCS 430/15-10(1).

78. Peebles' request to Watson to report CSU's provisional status with the DOE regarding Title IV Federal Financial Aid for students to the Board of Trustees constituted protected speech as defined by 5 ILCS 430/15-10(1).

79. Peebles' refusal to make false claims of sexual harassment at Watson's behest as part of an effort to shut down the Faculty Blog constituted protected speech as defined by 5 ILCS 430/15-10(1).

80. The termination of Peebles' employment on June 2, 2014, by CSU, Watson and Defendants Young, Joyce, Curtin, Leake, Smith, and Zollar constituted retaliatory action against her in violation of 5 ILCS 430/15-5.

81. Peebles' protected speech was a contributing factor in the decision to terminate her employment. 5 ILCS 430/15-20.

82. As a direct and proximate result of the termination of Peebles' employment on June 2, 2014, she suffered damages including loss of income and benefits as described by 5 ILCS 430/15-25.

WHEREFORE, Plaintiff LaShondra Peebles respectfully requests this Court to grant judgment against Defendants and award Plaintiff all remedies provided by 5 ILCS 430/15-25 necessary to make her whole and to prevent future violations including but not limited to:

- A. Reinstatement of the employee in her prior position;
- B. Two (2) times the amount of back pay, an amount in excess of \$50,000 (fifty thousand dollars);
- C. Interest on the back pay award;
- D. Reinstatement of full fringe benefits and seniority rights;
- E. The payment of reasonable costs and attorneys' fees;
- F. An amount of damages sufficient to prevent further violations of the Act in excess of \$50,000 (fifty thousand dollars).

Respectfully submitted,

  
\_\_\_\_\_  
Anthony Pinelli  
One of the Attorneys for Plaintiff

ANTHONY PINELLI  
Law Office of Anthony Pinelli  
53 West Jackson Boulevard, Suite 1460  
Chicago, Illinois 60604  
312-583-9270  
Attorney No. 12901

SUSAN M. PAVLOW  
Law Office of Susan M. Pavlow  
53 West Jackson Boulevard, Suite 1460  
Chicago, Illinois 60604  
312-322-0094  
Attorney No. 39546

**JURY DEMAND**

Plaintiff demands trial by jury.



---

Anthony Pinelli  
One of Plaintiff's Attorneys

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

LASHONDRA PEBBLES, )  
Plaintiff, )

v. )

CHICAGO STATE UNIVERSITY, )  
WAYNE WATSON, individually, )  
and in his capacity as University President, )  
The BOARD OF TRUSTEES OF )  
CHICAGO STATE UNIVERSITY, )  
ANTHONY YOUNG, JAMES JOYCE, )  
MICHAEL CURTIN, SPENCER )  
LEAK, SR. HORACE SMITH, )  
NIKKI ZOLLAR, )  
in their capacity as the Board of Trustees )  
of Chicago State University, )  
Defendants. )

Case No.

Plaintiff Demands Trial by Jury

**VERIFICATION**

Under penalties as provided by law pursuant to 735 ILCS 511-109 I, Anthony Pinelli,  
hereby affirms that:

- A. I am an attorney licensed to practice law in the State of Illinois.
- B. I have reviewed the facts of this case and the damages resulting from the cause of action described in the complaint.
- C. I have concluded that Plaintiff has a meritorious claim for damages in excess of seventy-five thousand dollars (\$75,000).



Anthony Pinelli