

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:26-CV-23481

MARLINE MONESTIME,

Plaintiff,

vs.

CITY OF NORTH MIAMI BEACH, and  
DARVIN WILLIAMS,

Defendants.

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COMPLAINT

Plaintiff, Marline Monestime, sues Defendants, City of North Miami Beach, and Darwin Williams, as follows:

*Nature of the Action*

1. Plaintiff, Marline Monestime, brings this civil rights lawsuit under 42 U.S.C. §1983 to obtain legal recourse against the Defendants for the deprivation of her constitutionally protected property interest in her continued employment with the City of North Miami Beach without due process, in violation of the Fifth and Fourteenth Amendments.

*Parties, Jurisdiction, and Venue*

2. Plaintiff, Marline Monestime, is over 18 years old and a sui juris resident of Miami-Dade County, Florida, at all times material.

3. The City of North Miami Beach initially employed Ms. Monestime as a CRA Specialist from June 2022 to September 2022, and then as an Economic Development Specialist

from October 2022 to August 2023. She then served as Chief of Staff from August 2023 to February 2026 and as Interim Assistant City Manager from June 2025 to February 2026.

4. Defendant, City of North Miami Beach (“City”), is a sui juris political subdivision of the State of Florida and a Florida municipal corporation in this District.

5. The City is a “person” within the meaning of 42 U.S.C. §1983, and a commission-manager system of local government under which its City Manager has final decision and policy-making authority.

6. The City acted under color of law during all times material by and through its authorized officials, employees, and agents.

7. At all times material to this Complaint, the individuals associated with the City, as more fully described and identified below, were employees and public officials of the City.

8. Defendant, Darvin Williams, is over 18 years old and served as the City Manager of the City of North Miami Beach.

9. At all times material, Defendant Williams acted under color of state law in his role as City Manager and as a final policymaker for the City.

10. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343 in that this is an action to redress violations of Ms. Monestime’s federally protected Constitutional rights and pendent jurisdiction over her Florida common law claim(s).

11. Venue is appropriate in this judicial district pursuant to 28 U.S.C. § 1391(b), as all events giving rise to this cause of action occurred in this judicial district and because the City is located in Miami-Dade County, Florida.

12. Any conditions precedent to filing this lawsuit occurred and/or were satisfied by Ms. Monestime.

13. Ms. Monestime retained the undersigned counsel and agreed to pay a reasonable fee for all services rendered.

*Background Facts*

A. Ms. Monestime's Employment and Protected Civil Service Status

14. Ms. Monestime's employment with the City was governed, at all times material, by its Service Rules, which establish a comprehensive framework of procedural protections for classified civil service employees, including mandatory procedures governing the order, criteria, and process for separating employees from employment through layoffs or organizational reductions in force.

15. The Civil Service Rules define an employee in "Classified Service" as "all positions not specifically excluded by the Charter in accordance with these Rules" at Rule 2.11.

16. The Civil Service Rules further define a "Regular Employee" as "An employee in the Classified Service who has completed the probationary period in a regular position of the City" at Rule 2.24.

17. Rule 9.2 of the Civil Service Rules provides that, "The probationary period for an original appointment to a regular position shall be twelve (12) months. The probationary period upon promotion shall be six (6) months."

18. By virtue of her tenure with the City, Ms. Monestime was a "Regular Employee" in "Classified Service" under the City's Civil Service Rules and had a protected interest and a

legitimate claim to continued employment, thereby establishing a protected property interest under the Fourteenth Amendment to the United States Constitution.

19. Ms. Monestime was a “Regular Employee” in “Classified Service” with the City at all times material by virtue of her tenure and position(s) held.

B. The Investigation and Termination of Ms. Monestime’s Employment

20. Prior to Ms. Monestime’s termination, the City Commission initiated an investigation that was nominally directed at all elected officials of North Miami Beach.

21. As part of the City’s investigation, Ms. Monestime was interviewed in February 2026, and her name arose in at least one instance in connection with a vendor meeting she had coordinated with relevant department heads.

22. In November 2025, Ms. Monestime applied for an open City Manager position with the City.

23. Ms. Monestime met with Defendant Williams on February 4, 2026, during which he advised that specific commissioners had expressed to him their feeling that Ms. Monestime was not “warm” with them.

24. During that same meeting, Ms. Monestime explained to Defendant Williams the events that led to the City’s loss and that the loss was not attributable to her, to which he responded by accepting her explanation and indicating that he had no remaining concerns about that issue.

25. Several days later, on February 6, 2026, Ms. Monestime initiated a meeting with Defendant Williams in his office, during which they discussed various City-related matters, issues

Defendant Williams was encountering, and Ms. Monestime's suggestions for addressing those issues he raised.

26. During that same meeting, Defendant Williams explained that several of the City's Commissioners had been pressing him to have Ms. Monestime removed from the City Manager's office, the two agreed that Ms. Monestime would be appointed as the City's Housing and Economic Development Director, and Defendant Williams stated that he would announce Ms. Monestime's new role the following week.

27. Then, on or about February 16, 2026, the City received a draft Interim Investigative Report summarizing an external investigation by ALGO Law Firm, P.A., and its findings, conducted at the request of the City's Mayor and Commissioners, but Ms. Monestime had not yet received it.

28. Before Ms. Monestime was appointed to the position of the City's Housing and Economic Development Director, and while she remained the Chief of Staff and Interim Assistant City Manager, Defendant Williams convened an impromptu meeting with Ms. Monestime and Human Resources personnel shortly thereafter, during which he expressed "serious concerns" about the contents of the investigation report.

29. Defendant Williams instructed Ms. Monestime to vacate her office and work with Public Works immediately to find alternative office space at the close of the meeting with Human Resources.

30. The investigation, which was ostensibly intended to be independent, was materially influenced by Defendant Williams, who was provided with an "executive summary" to review,

and then met with the investigators during the pendency of the investigation, reviewed its findings as they were being developed, and provided commentary—all as reflected in the invoices submitted to the City by ALGO Law Firm, P.A.

C. The Termination of Ms. Monestime’s Employment

31. After meeting with Defendant Williams to discuss her transition to her new role and pending items she was preparing to address in that new role on February 26, 2026, Ms. Monestime received an email from Defendant Williams stating that Human Resources had reminded him that a follow-up meeting was needed to “discuss disclosures in the investigative report.”

32. After email exchanges on February 27, 2026, with Ms. Monestime attempting to schedule a follow-up meeting, Defendant Williams required Ms. Monestime to meet with him that day to discuss the Investigative Report, and, upon entering his office, Defendant Williams stated that he had decided to eliminate the Chief of Staff position, that the decision was non-disciplinary, and that it was effective immediately.

33. Ms. Monestime received a separation letter from the City terminating her employment on or about February 27, 2026, in which:

- a. The City characterized the termination of her employment as an “organizational decision” and offered her two weeks of pay plus accrued paid time off and sick time.
- b. The City did not characterize her termination as a disciplinary action or identify any cause for her removal.

34. By proceeding under the organizational-decision and layoff framework, the City invoked the civil service layoff and reduction-in-force procedures set forth in its Civil Service Rules and was therefore bound by the mandatory procedural requirements those rules impose.

D. The Civil Service Rules And Procedures Were Not Followed

35. As applicable to Ms. Monestime herein, the City's Civil Service Rules establish and/or require the following in Rule 14:

- a. a mandatory, sequential order of separation that must govern any layoff or reduction-in-force action by providing in Rule 14.1 that "Whenever it becomes necessary to reduce the number of employees within a given classification in any department through lack of funds, lack of work, or where there has been an insufficient appropriation to meet the salary requirements necessary to maintain existing personnel in any office, department, division, or other causes or when a position is abolished, employees in the Classified Service shall be laid off in order as follows: (1) Temporary employees. (2) Probationary Employees. (3) Regular Employees."
- b. a mandatory process to determine who to be laid off in Rule 14.2 by providing that, "The order of lay-off shall be established by the City Manager based on an employee's work history, performance evaluations, discipline history, education, training, experience, and the needs of the City. Layoff lists by classification by department shall be established." Employees will be given two weeks' notice of any layoff. Pay equivalent to two weeks may be given in lieu of notice.

36. Rule 14.5. of the Civil Service Rules provides that "The Board does not have jurisdiction over any issue related to layoff including, but not limited to, the decision of the City to layoff employees, the order of layoffs, or recall. Accordingly, an employee may not file an appeal to the Board on any matter relating to layoff."

37. However, an employee who has been laid off is to then be placed on a Layoff List effective for 18 months, during which the affected employee could be subject to recall "in reverse order of Layoff by department and by classification" pursuant to Rules 14.3 and 14.4.

38. Rather than proceeding as required by its Civil Service Rules, Defendants engaged in the following acts that violated the rules, requirements, and provisions therein, including as follows:

- a. not following the mandatory order of separation required by its Civil Service Rules; and
- b. not appropriately considering Ms. Monestime's work history, stellar performance evaluations, lack of any discipline history, education, training, experience, and the needs of the City when deciding to terminate her employment.

39. The Civil Service Rules additionally require that regular employees subject to layoff be placed on a re-employment list and afforded recall rights: "[t]he names of the persons who held regular status in the Classified Service who have been subject to layoff shall be placed on an appropriate re-employment list for regular work in the order of their seniority, the most senior being first, for a period not to exceed one (1) year."

40. Defendants did not place Ms. Monestime on any re-employment list or advise her of any recall rights whatsoever.

41. In sum, the City engineered a result-oriented termination of Ms. Monestime's employment, bypassing the mandatory procedural safeguards established by its Civil Service Rules that should have protected her from the adverse employment action(s) taken thereon.

42. Defendants gave Ms. Monestime no process to appeal or otherwise challenge the layoff, despite her request(s).

**COUNT I – VIOLATION OF 42 U.S.C. §1983**  
(Property Interest Claim Against Darvin Williams)

Plaintiff, Marline Monestime, reincorporates and re-alleges all preceding paragraphs as though set forth fully herein and further alleges as follows:

43. Defendant Williams was required to afford Ms. Monestime her due process rights, as guaranteed by the 5th and 14th Amendments to the United States Constitution.

44. At all times material hereto, Defendant Williams acted under color of state law in his capacity as City Manager of the City.

45. Defendant Williams personally participated in, directed, and caused Ms. Monestime's termination, including by conducting the meeting at which serious concerns about the investigation were communicated to her and by directing her to vacate her office immediately thereafter.

46. Defendant Williams, as the City Manager and a final policymaker, ordered or approved Ms. Monestime's termination without adherence to the mandatory procedural protections required by the City's Civil Service Rules.

47. Defendant Williams was, or reasonably should have been, aware of the City's civil service layoff processes, procedures, and the procedural protections to which regular civil service employees (such as and including Ms. Monestime) are entitled.

48. Notwithstanding that awareness, Defendant Williams directed or approved Ms. Monestime's termination in deliberate indifference to, or reckless disregard of, her clearly established constitutional right to due process before being deprived of a protected property interest in continued employment

49. Defendant Williams's actions, as set forth above, altered the compensation, terms, conditions, or privileges of the employment of Ms. Monestime and adversely affected her status as an employee without due process of law.

50. At the time of the conduct alleged, the right of a public employee with a property interest in continued employment to receive a constitutionally adequate pre-deprivation process was clearly established.

51. As a direct and proximate result of Defendant Williams's acts and omissions, Ms. Monestime has suffered and continues to suffer damages, including but not limited to loss of past and future wages and benefits; loss of retirement contributions and accruals; loss of professional reputation; emotional distress, mental anguish, humiliation, and loss of enjoyment of life; and other compensatory damages.

52. Defendant Williams's conduct was undertaken with knowledge of, or deliberate indifference to, Ms. Monestime's clearly established constitutional rights, entitling her to recover punitive damages from him.

53. Ms. Monestime is entitled to recover her attorney's fees and costs from Defendant Williams upon prevailing in this action.

WHEREFORE Plaintiff, Marline Monestime, demands the entry of a judgment in her favor and against Defendant, Darvin Williams, after trial by jury, declaring and determining that he violated her due process rights, reinstating her employment to the position she would have held, with all attendant wages and benefits, awarding her damages, lost past and future wages and employment-related benefits, mental anguish and emotional distress damages, punitive damages, her attorney's fees, costs, and all interest allowed by law, and such other relief as the Court deems just and proper.

**COUNT II – VIOLATION OF 42 U.S.C. §1983**  
(Property Interest Claim Against City of North Miami Beach)

Plaintiff, Marline Monestime, reincorporates and re-alleges paragraphs 1 through 42 as though set forth fully herein and further alleges as follows:

54. Ms. Monestime had a property interest in her continued employment with the City under the City's Civil Service Rules, as guaranteed by the United States Constitution.

55. The City was required to afford Ms. Monestime her due process rights, as guaranteed by the 5th and 14th Amendments to the United States Constitution, in connection with the deprivation of her property interest in her continued employment with the City.

56. By virtue of the City's Civil Service Rules, which established specific procedures governing when and how Ms. Monestime's employment could be terminated, Ms. Monestime held a legitimate expectation of continued employment, creating a protected property interest cognizable under the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

57. At the time of the conduct alleged herein, the right of a public employee with a property interest in continued employment (such as and including Ms. Monestime) to receive a constitutionally adequate pre-deprivation process and to have that public employer follow that process was clearly established.

58. By terminating Ms. Monestime's employment without following the mandatory procedural requirements and protections set forth in its own Civil Service Rules—including the required sequential order of layoff, the factors to be considered, Ms. Monestime's placement on a re-employment list, and the provision of recall rights—the City deprived Ms. Monestime of her protected property interest without due process of law.

59. The City's deprivation of Ms. Monestime's due process rights was not the product of a single unauthorized act by a lower-level employee but was directed and carried out by Defendant Williams in his capacity as City Manager – a final policymaker for the City – whose actions constitute official City policy for purposes of municipal liability under 42 U.S.C. §1983, and ratified by the City, as evidenced by the presence and involvement of HR Personnel during the meeting at which her employment was terminated.

60. The City's actions, as set forth above, altered the compensation, terms, conditions, or privileges of Ms. Monestime's employment with the City and adversely affected her status as an employee without due process of law, for which she has no other remedy with the City or process for review.

61. As a direct and proximate result of the City's acts and omissions, Ms. Monestime has suffered and continues to suffer damages, including but not limited to: loss of past and future wages and benefits; loss of retirement contributions and accruals; loss of professional reputation; emotional distress, mental anguish, humiliation, and loss of enjoyment of life; and other compensatory damages.

62. Ms. Monestime is entitled to recover her attorney's fees and costs from the City upon prevailing in this action.

WHEREFORE Plaintiff, Marline Monestime, demands the entry of a judgment in her favor and against Defendant, City of North Miami Beach, after trial by jury, declaring and determining that it violated her due process rights, reinstating her employment to the position she would have held, with all attendant wages and benefits, awarding her damages, lost past and future wages and

employment-related benefits, mental anguish and emotional distress damages, awarding her attorney's fees, costs, and all interest allowed by law, and such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, Marline Monestime, demands a trial by jury of all issues so triable.

Respectfully submitted this 18th day of May 2026,

s/Brian H. Pollock, Esq.  
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