

**STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ORLEANS**

---

DAVID HUGHSON

*Plaintiff*

**VERIFIED COMPLAINT**

v.

*Index No.:*

WESTERN REGIONAL OFF-TRACK BETTING CORPORATION  
STEVE CASEY  
and BYRON BROWN

*Defendants*

---

Plaintiff, David Hughson (“Hughson” or “Plaintiff”), by his attorneys, the Law Offices of John P. Bartolomei & Associates, for his Verified Complaint against the Defendants, Western Regional Off-Track Betting Corporation (“WROTB”), Steve Casey (“Casey”), and Byron Brown (“Brown”) (collectively, “Defendants”), alleges as follows:

**PARTIES**

1. Plaintiff David Hughson is an individual who resides at [REDACTED] Road, Waterport, County of Orleans, State of New York.

2. Upon information and belief, Defendant Western Regional Off-Track Betting Corporation is a not-for-profit corporation organized under the laws of the State of New York, with its principal offices at 8315 Park Road, Batavia, New York 14020. A copy of the Department of State’s Entity Information page is annexed hereto as **Exhibit A**.

3. Upon information and belief, Defendant operates Batavia Downs Gaming and related off-track betting, gaming, hospitality, entertainment, and regulated financial-compliance operations.

Law Offices of John P. Bartolomei & Associates  
335 Buffalo Avenue  
Niagara Falls, New York 14303  
(716) 282.2774

4. Upon information and belief, Defendant Steve Casey is an individual who, at all times relevant to this action, served as Chief Operating Officer of WROTB and maintains a business address at Batavia Downs Gaming, 8315 Park Road, Batavia, County of Genesee, State of New York.

5. Upon information and belief, Defendant Byron Brown is an individual who, at all times relevant to this action, served as Chief Executive Officer of WROTB and maintains a business address at Batavia Downs Gaming, 8315 Park Road, Batavia, County of Genesee, State of New York.

6. At all relevant times, WROTB employed Plaintiff and controlled the terms and conditions of Plaintiff's employment, including his work assignments, schedule, compensation, benefits, supervision, discipline, and termination.

#### **VENUE AND JURISDICTION**

7. This Court has jurisdiction over this action pursuant to New York CPLR § 301.

8. Venue is designated in Orleans County pursuant to CPLR §§ 503(a) and 509 because Plaintiff David Hughson resides in Orleans County.

#### **BACKGROUND AND FACTUAL ALLEGATIONS**

9. Plaintiff was employed by Defendant WROTB for approximately twenty-one (21) years, beginning as a bartender in or about 2005. In or about 2008, Plaintiff was promoted to Bar Supervisor and held that position until his retirement in 2023.

10. During his tenure with WROTB, Plaintiff performed his job duties competently and without any prior disciplinary history. Plaintiff is not aware of any disciplinary action or similar adverse employment record against him during his entire twenty-one (21) year period of employment with WROTB.

11. Plaintiff's duties included, among other things, overseeing bar operations, supervising employees, and performing other duties necessary to Defendant's business operations.

12. By the end of his service as Bar Supervisor, Plaintiff earned approximately \$23.75 per hour. During his employment, Plaintiff received employment benefits, which included, among other things, vacation time, holiday time, sick time, and personal leave.

13. In or about 2023, Plaintiff retired and his employment as Bar Supervisor ended.

14. In or about 2023, after his brief, approximately eight (8) week retirement, Plaintiff was rehired by WROTB.

15. When Plaintiff was rehired, WROTB placed him in what was referred to as "sub status." Under this arrangement, Plaintiff was scheduled to work nineteen (19) hours or less per week. As a result, Plaintiff was no longer eligible for the benefits he had received during his prior employment. Despite this change in status, Plaintiff continued to perform duties that were supervisory in nature.

16. Plaintiff's health insurance is provided through his wife, Robin Hughson, who has been employed by WROTB for 22 years and remains employed there.

17. Plaintiff continued to perform work substantially similar to the work he had performed as Bar Supervisor, including, among other things, bar set up, ordering, receiving deliveries, and assisting with employee supervision.

18. Plaintiff was known as a reliable and productive employee.

19. Mr. Brown had previously complimented Plaintiff's work ethic and performance.

20. Plaintiff's direct supervisor was Donna Beane, Director of Food and Beverage.

21. Donna Beane reported to Mr. Casey, WROTB's Chief Operating Officer.

22. Mr. Casey reported to Mr. Brown, WROTB's Chief Executive Officer.

23. After Mr. Casey became WROTB's Chief Operating Officer, the work environment at Batavia Downs changed materially.

24. Plaintiff had never previously experienced the same type of hostility, factionalism, exclusion, and retaliation that occurred under the management structure involving Mr. Casey and Mr. Brown.

25. Plaintiff observed that WROTB's workplace became factionalized between employees associated with prior leadership and employees favored by Mr. Casey.

26. Mr. Casey communicated primarily with and favored a small group of employees whom Plaintiff understood to be Mr. Casey's confidants.

27. Those confidants included Donna Beane, Cindy DeCarlo, Julie McDuffy, Annie Lawrence, and Michelle Miller.

28. Employees who were associated with prior leadership were excluded from communications, decision-making, promotions, and ordinary workplace opportunities.

29. Several of Mr. Casey's favored employees signed or supported a letter seeking to remove prior leadership from influence over WROTB.

30. Those same favored employees were the only recipients of merit raises in or about October 2025.

31. Plaintiff also became aware of incidents reflecting Mr. Casey's improper workplace conduct and misuse of authority.

32. Mr. Casey made a statement to an assistant director of food and beverage that he hated the bartenders and wanted to shut down the main bar on the premises known as "34 Rush."

33. During a mandatory active-shooter drill, employees were instructed to consider which resources around them would be effective as an "improvised weapon." Mr. Casey then located a nearby hose and began to spray Danielle Fleming with water.

34. Danielle Fleming was also associated with prior leadership and/or treated as part of the disfavored group.

35. Upon information and belief, video footage exists showing the active-shooter drill incident involving Mr. Casey and Ms. Fleming.

36. On one occasion, Plaintiff was pushing a bar cart on the premises. Upon entering a room with the cart in which Mr. Casey was conversating with another employee, Plaintiff left the cart and began to leave the room. Mr. Casey then questioned Plaintiff as to whether the cart was "bugged."

37. Mr. Casey attempted to pit employees against one another, including by falsely telling the employee who took over Plaintiff's former responsibilities that Plaintiff wanted him fired.

38. Upon information and belief, Mr. Casey's non-responsiveness and mismanagement caused WROTB to lose approximately \$150,000 to \$200,000 in sponsorship funds for an annual concert series.

39. In or about December 2025, Plaintiff and Kara Long met with Steve Haigh, the head of WROTB's Compliance Committee.

40. Before making the report, Plaintiff specifically asked Mr. Haigh about whistleblower protection.

41. Mr. Haigh advised Plaintiff and Kara Long, in substance, that WROTB had whistleblower protections for credible complaints and that state whistleblower protections also applied if the information provided was credible.

42. Plaintiff and Kara Long reported Mr. Casey's misconduct, including the hostile and retaliatory environment, preferential treatment, factional targeting of employees, and other improper practices.

43. After Plaintiff and Kara Long came forward, approximately twenty-eight other employees reportedly came forward with similar or related complaints.

44. Upon information and belief, those additional employee complaints corroborated Plaintiff's and Kara Long's allegations.

45. WROTB's Board of Directors approved or authorized a third-party investigation into Mr. Casey's conduct and the complaints reported by Plaintiff, Kara Long, and others.

46. WROTB retained an outside Rochester-area law firm to conduct the third-party investigation.

47. Plaintiff was interviewed by the outside investigators for approximately one and one-half hours in late December 2025 or early January 2026.

48. Kara Long was also interviewed by the outside investigators on or about the same day. Other WROTB employees and former employees were also interviewed as part of the investigation.

49. The investigation confirmed and/or corroborated Plaintiff's report and the reports of other employees concerning Mr. Casey's misconduct and the hostile, factional, and retaliatory work environment.

50. Mr. Casey, Mr. Brown, and/or members of WROTB management were aware of Plaintiff's report to Mr. Haigh and Plaintiff's participation in the third-party investigation.

51. Mr. Casey, Mr. Brown, and/or members of WROTB management attempted to prevent the investigation report or its findings from being fully disclosed to the Board and/or from being discussed at a public or official board meeting.

52. On or about March 17, 2026, approximately three months after Plaintiff's initial report to Mr. Haigh and shortly after the third-party investigation, Plaintiff was called to a meeting with Mr. Brown and Danielle Fleming.

53. At that meeting, Plaintiff was informed that his employment with WROTB was terminated.

54. The only stated reason provided to Plaintiff, in substance, was that Plaintiff was terminated due to his "detrimental" impact on the company.

55. Defendants provided Plaintiff no specific misconduct, performance deficiency, disciplinary history, policy violation, or factual basis supporting the termination.

56. Plaintiff asked Mr. Brown what he meant and explained that Plaintiff helped employees, performed his job, and had done nothing to harm WROTB. Plaintiff stated in substance that the termination felt retaliatory.

57. Plaintiff surrendered his work badge to Ms. Fleming. WROTB had security waiting to escort Plaintiff from the building. After approximately twenty-one (21) years of service, Plaintiff was escorted out of WROTB's facility.

58. Mr. Casey was not physically present at the termination meeting.

59. Defendants acted in concert with one another, and/or through their officers, managers, agents, representatives, and employees, to retaliate against Plaintiff for his protected complaints and cooperation with the third-party investigation.

60. Despite knowledge of Plaintiff's protected activity, the resulting investigation, and the retaliatory nature of Plaintiff's termination, Defendants failed and refused to take corrective or remedial action, thereby ratifying, aiding, and abetting the retaliatory conduct directed at Plaintiff.

61. Upon information and belief, immediately after Plaintiff's termination, an employee who took over some of Plaintiff's former responsibilities overheard Mr. Casey ask Mr. Brown by phone, "Did you use my verbiage?"

62. The phrase "Did you use my verbiage?" indicated that Mr. Casey had scripted or directed the purported reason for Plaintiff's termination.

63. The stated reason that Plaintiff was "detrimental" to WROTB was false, vague, pretextual, and retaliatory.

64. Mr. Brown aided and abetted Mr. Casey's retaliatory conduct by accepting, adopting, and using Mr. Casey's scripted justification in carrying out Plaintiff's termination.

65. Upon information and belief, a planned April 7, 2026 board meeting or discussion concerning Plaintiff's matter or the investigation was canceled or not permitted to proceed.

66. Upon information and belief, WROTB's counsel and/or representatives recognized that Plaintiff's termination was unwarranted, but Mr. Brown refused to reinstate Plaintiff.

67. Plaintiff earned approximately \$30,000 to \$35,000 per year in his part-time position after returning from retirement.

68. Plaintiff's termination caused financial hardship, emotional distress, sleeplessness, embarrassment, and personal suffering.

69. Plaintiff has been previously diagnosed with colon cancer and is currently suffering from leukemia.

70. Plaintiff takes chemotherapy medication for leukemia.

71. Plaintiff alleges that the stress caused by Mr. Casey and Mr. Brown's workplace conduct and retaliatory termination aggravated his health conditions.

72. Plaintiff's termination has caused stress and hardship for Plaintiff and his wife.

73. Following Plaintiff's termination, Mr. Casey avoided and/or refused to speak to Mrs. Hughson at work.

74. As a result of Defendant's conduct, Plaintiff has sustained damages, including but not limited to lost wages and compensation, lost benefits and employment opportunities, emotional distress, humiliation, anxiety, harm to health, and harm to reputation.

75. Plaintiff seeks punitive damages based on WROTB's egregious and retaliatory conduct in an amount sufficient to punish WROTB and deter both WROTB and similarly situated employers from engaging in comparable misconduct. In light of WROTB's substantial financial resources, including annual revenues of approximately \$90 million and average annual net proceeds of approximately \$50 million, any punitive damages award must be large enough to have a meaningful deterrent effect on a high-revenue defendant.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
RETALIATORY ACTION BY PUBLIC EMPLOYER (CIVIL SERVICE LAW § 75(b))**

76. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 75 as though fully set forth herein.

77. WROTB is a public employer within the meaning of Civil Service Law § 75-b, and Plaintiff was a public employee within the meaning of that statute.

78. Plaintiff disclosed information to a governmental body, including Mr. Haigh and WROTB's Compliance Committee.

79. Plaintiff reasonably believed the information he disclosed to be true and reasonably believed it constituted improper governmental action and/or violations of law.

80. Defendants dismissed Plaintiff and/or took adverse personnel action against Plaintiff because of Plaintiff's protected disclosures and cooperation with the ensuing investigation.

81. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Civil Service Law § 75(b).

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
IMPROPER POLITICAL INFLUENCE AND POLITICAL AFFILIATION  
RETALIATION (CIVIL SERVICE LAW § 107)**

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 81 as though fully set forth herein.

83. Plaintiff was entitled to be free from employment decisions affected or influenced by political opinions, political affiliations, perceived political loyalty, or improper political influence.

84. Upon information and belief, Defendants treated Plaintiff as part of a disfavored group associated with prior WROTB leadership.

85. Defendants favored employees who were perceived to be aligned with Mr. Casey and/or Mr. Brown.

86. Defendants excluded, targeted, terminated, or otherwise treated differently employees perceived to be aligned with prior leadership.

87. Upon information and belief, Plaintiff's actual or perceived political affiliation, perceived association with prior leadership, perceived political loyalty, and/or refusal to align with Defendants' favored faction affected and influenced the terms, conditions, and termination of Plaintiff's employment.

88. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Civil Service Law § 107.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR RETALIATION (NOT-FOR-PROFIT CORPORATION LAW § 715(b))**

89. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 88 above as if fully set forth herein.

90. Plaintiff engaged in protected activity by making good-faith reports and/or objections concerning illegal, fraudulent, improper, and/or policy-violating conduct within WROTB.

91. Defendants either failed to maintain policies compliant with Not-for-Profit Corporation Law § 715-b, failed to implement such policies, or maintained written policies that they disregarded, ignored, or violated in practice.

92. Despite notice of Plaintiff's protected reports and objections, Defendants retaliated against Plaintiff, subjected him to adverse employment consequences, and/or acquiesced in and ratified such retaliation.

93. The individual Defendants actively participated in, aided and abetted, acquiesced in, and/or ratified the unlawful conduct described herein.

94. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Not-for-Profit Corporation Law § 715(b).

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
RETALIATORY ACTION BY EMPLOYER - DISCLOSURE TO SUPERVISOR OR  
PUBLIC BODY (LABOR LAW § 740-2(a))**

95. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 94 as though fully set forth herein.

96. WROTB was Plaintiff's employer within the meaning of Labor Law § 740, and Plaintiff was an employee and/or former employee within the meaning of that statute. Mr. Casey and Mr. Brown were officers, supervisors, and/or agents of WROTB.

97. Plaintiff disclosed and/or threatened to disclose to a supervisor and/or public body activities or practices of WROTB that Plaintiff reasonably believed violated law, rule, regulation, and/or posed a substantial and specific danger to public health or safety.

98. Plaintiff's disclosures included reports to Mr. Haigh and WROTB's Compliance Committee concerning Mr. Casey's misconduct and WROTB's improper practices. Plaintiff further engaged in protected activity by providing information and cooperating with WROTB's retained investigators concerning the improper activities and practices described herein.

99. Plaintiff made a good-faith effort to notify WROTB through his reports and cooperation with the investigation, thereby affording WROTB a reasonable opportunity to correct the misconduct.

100. Defendants knew of Plaintiff's protected activity and terminated Plaintiff because of that protected activity.

101. By reason of the foregoing, Plaintiff is entitled to an injunction restraining continued violations of Labor Law § 740, reinstatement to the same position held before the retaliatory action or to an equivalent position, or front pay in lieu thereof, reinstatement of full fringe benefits and seniority rights, compensation for lost wages, benefits and other remuneration in an amount to be determined at trial, reasonable costs, disbursements, attorneys' fees, a civil penalty in an amount not to exceed \$10,000, punitive damages in the amount of \$15,000,000 based upon Defendants' willful, malicious and/or wanton violation, and such other and further relief as is available under Labor Law § 740.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
RETALIATORY ACTION BY EMPLOYER - PROVIDING INFORMATION TO  
PUBLIC BODY (LABOR LAW § 740-2(b))**

102. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 101 as though fully set forth herein.

103. Plaintiff provided information to, and cooperated with, a public body and/or WROTB's Compliance Committee and its retained investigators concerning activities or practices that Plaintiff reasonably believed violated law, rule, or regulation and/or posed a substantial and specific danger to public health or safety.

104. The third-party investigation was authorized by WROTB and/or its Board and conducted in response to Plaintiff's and other employees' protected complaints.

105. Defendants knew or should have known that Plaintiff provided information in connection with that investigation.

106. Defendants terminated Plaintiff because of Plaintiff's cooperation with the investigation.

107. By reason of the foregoing, Plaintiff is entitled to an injunction restraining continued violations of Labor Law § 740, reinstatement to the same position held before the retaliatory action or to an equivalent position, or front pay in lieu thereof, reinstatement of full fringe benefits and seniority rights, compensation for lost wages, benefits and other remuneration in an amount to be determined at trial, reasonable costs, disbursements, attorneys' fees, a civil penalty in an amount not to exceed \$10,000, punitive damages in the amount of \$15,000,000 based upon Defendants' willful, malicious and/or wanton violation, and such other and further relief as is available under Labor Law § 740.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
RETALIATORY ACTION BY EMPLOYER - OBJECTION TO OR REFUSAL TO  
PARTICIPATE IN IMPROPER PRACTICES (LABOR LAW § 740-2(c))**

108. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 107 as though fully set forth herein.

109. Plaintiff objected to and refused to participate in activities or practices that Plaintiff reasonably believed violated law, rule, or regulation and/or posed a substantial and specific danger to public health or safety.

110. Plaintiff objected by reporting Mr. Casey's misconduct, refusing to remain silent, and cooperating with the investigation into WROTB's practices.

111. Defendants retaliated against Plaintiff by terminating his employment.

112. By reason of the foregoing, Plaintiff is entitled to an injunction restraining continued violations of Labor Law § 740, reinstatement to the same position held before the retaliatory action or to an equivalent position, or front pay in lieu thereof, reinstatement of full fringe benefits and seniority rights, compensation for lost wages, benefits and other remuneration in an amount to be determined at trial, reasonable costs, disbursements, attorneys' fees, a civil penalty in an amount not to exceed \$10,000, punitive damages in the amount of \$15,000,000 based upon Defendants' willful, malicious and/or wanton violation, and such other and further relief as is available under Labor Law § 740.

**AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR PROHIBITED RETALIATION (LABOR LAW § 215)**

113. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 112 as though fully set forth herein.

114. To the extent Plaintiff's complaints, opposition, and cooperation concerned rights protected by the Labor Law, Plaintiff engaged in protected activity under Labor Law § 215.

115. Defendants discharged, penalized, discriminated against, and/or retaliated against Plaintiff because of his protected complaints and participation in the investigation.

116. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Labor Law § 215, in amounts to be determined at trial.

**AS AND FOR AN EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR RETALIATION (EXECUTIVE LAW § 296-7)**

117. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 116 as though fully set forth herein.

118. To the extent Plaintiff opposed unlawful discrimination, harassment, retaliation, or inferior terms, conditions, and privileges of employment, Plaintiff engaged in protected activity under Executive Law § 296(7).

119. Defendants knew of Plaintiff's protected activity.

120. Defendants retaliated against Plaintiff by terminating his employment, refusing to reinstate him, and subjecting him to adverse employment consequences.

121. The stated reason for Plaintiff's termination was false, vague, pretextual, and a cover for unlawful retaliation.

122. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Executive Law § 296, in amounts to be determined at trial.

**AS AND FOR A NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
AIDING AND ABETTING DISCRIMINATION AND RETALIATION (EXECUTIVE  
LAW § 296-6)**

123. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 122 as though fully set forth herein.

124. To the extent WROTB is found liable for discrimination, harassment, retaliation, or other unlawful discriminatory practices under the New York State Human Rights Law, Mr. Casey and Mr. Brown aided, abetted, incited, compelled, and/or coerced such unlawful practices.

125. Mr. Casey aided and abetted the unlawful conduct by participating in, directing, encouraging, scripting, and/or causing the stated basis for Plaintiff's termination.

126. Mr. Brown aided and abetted the unlawful conduct by approving, carrying out, ratifying, and/or enforcing Plaintiff's termination under false and pretextual circumstances.

127. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Executive Law § 296, in amounts to be determined at trial.

**AS AND FOR A TENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS FOR  
BREACH OF IMPLIED EMPLOYMENT CONTRACT**

128. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 127 as though fully set forth herein.

129. Plaintiff had implied contractual protections arising from WROTB's written and unwritten policies, whistleblower policies, compliance policies, and assurances that credible whistleblower complaints would be protected.

130. Plaintiff reasonably relied upon those policies and assurances when he reported misconduct and cooperated with the third-party investigation.

131. Defendants breached those implied obligations by terminating Plaintiff for making credible complaints and cooperating with the investigation.

132. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

133. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 132 as though fully set forth herein.

134. Plaintiff had implied contractual protections arising from WROTB's written and unwritten policies, whistleblower policies, compliance policies, and assurances that credible whistleblower complaints would be protected. Defendants owed Plaintiff a duty of good faith and fair dealing.

135. Defendants breached that duty by assuring Plaintiff that credible whistleblower complaints would be protected and then terminating him for making such complaints and cooperating with the investigation.

136. Defendants deprived Plaintiff of the benefits of the parties' agreement, policies, and/or employment relationship.

137. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A TWELFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

138. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 137 as though fully set forth herein.

139. Defendants engaged in extreme and outrageous conduct by targeting Plaintiff for protected whistleblower activity, terminating him under a false and humiliating pretext, escorting him from the premises despite his clean record and long service, and suppressing or concealing the investigation that corroborated Plaintiff's protected reports.

140. Defendants intended to cause or recklessly disregarded a substantial probability of causing severe emotional distress to Plaintiff.

141. Plaintiff suffered severe emotional distress, sleeplessness, humiliation, personal suffering, and exacerbation of existing health concerns as a result of Defendants' conduct.

142. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A THIRTEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

143. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 142 as though fully set forth herein.

144. Defendants owed Plaintiff a duty to administer workplace complaints, investigations, discipline, and termination procedures in a reasonable manner and without subjecting Plaintiff to an unreasonable risk of emotional harm.

145. Defendants breached that duty by inducing Plaintiff to come forward under whistleblower protections, permitting or failing to stop retaliatory conduct, terminating Plaintiff under a vague and humiliating pretext, escorting him from the premises despite his clean record, and suppressing or withholding the investigation findings.

146. Defendants knew or should have known that their conduct would cause Plaintiff severe emotional distress.

147. Plaintiff suffered severe emotional distress, sleeplessness, humiliation, anxiety, personal suffering, and aggravation of existing health conditions.

148. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A FOURTEENTH CAUSE OF ACTION AGAINST ALL  
DEFENDANTS FOR FRAUDULENT CONCEALMENT**

149. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 148 as though fully set forth herein.

150. Defendants concealed material facts concerning the third-party investigation, its findings, the actual reason for Plaintiff's termination, and Mr. Casey's involvement in scripting or directing the stated basis for termination.

151. Defendants had a duty to disclose those facts because they possessed superior knowledge, Plaintiff was directly affected by the investigation and termination, and Defendants' statement that Plaintiff was "detrimental" was misleading without disclosure of the true facts.

152. Defendants concealed those facts knowingly and with intent to prevent Plaintiff from learning the true retaliatory basis for his termination.

153. Plaintiff reasonably relied on Defendants' omissions and partial statements to his detriment, including by being deprived of a fair opportunity to challenge the termination internally.

154. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A FIFTEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR CIVIL CONSPIRACY**

155. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 154 as though fully set forth herein.

156. Defendants agreed and acted in concert to retaliate against Plaintiff and conceal the true basis for his termination.

157. Defendants committed overt acts in furtherance of that agreement, including suppressing or withholding the investigation report, terminating Plaintiff under a false and pretextual reason, using Mr. Casey's scripted verbiage to justify the termination, and refusing to reinstate Plaintiff after receiving notice of the retaliatory nature of the termination.

158. The underlying unlawful acts include, among other things, retaliatory discharge, fraudulent concealment, and intentional infliction of emotional distress.

159. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A SIXTEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR NEGLIGENT SUPERVISION AND RETENTION**

160. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 159 as though fully set forth herein.

161. WROTB knew or should have known that Mr. Casey had engaged in improper, retaliatory, hostile, abusive, and/or misuse-of-authority conduct toward WROTB employees.

162. WROTB's knowledge is evidenced by Plaintiff's and Kara Long's report to Mr. Haigh, the approximately twenty-eight additional employee complaints, the third-party investigation, and WROTB's awareness of complaints concerning Mr. Casey's conduct.

163. Despite actual or constructive notice of Mr. Casey's conduct, WROTB failed to properly investigate, supervise, discipline, restrict, remove, or otherwise control Mr. Casey.

164. WROTB's failure allowed Mr. Casey to continue exercising authority over employees and participating in adverse employment actions, including Plaintiff's termination.

165. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A SEVENTEENTH CAUSE OF ACTION AGAINST ALL  
DEFENDANTS FOR VICARIOUS LIABILITY / RESPONDEAT SUPERIOR**

166. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 165 as though fully set forth herein.

167. Mr. Casey and Mr. Brown acted within the scope of their actual, apparent, and/or delegated authority for WROTB, including with respect to supervision, discipline, investigation, employment decisions, and Plaintiff's termination.

168. WROTB is vicariously liable for the acts and omissions of Mr. Casey and Mr. Brown undertaken within the scope of their employment, agency, and/or authority.

169. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR AN EIGHTEENTH CAUSE OF ACTION AGAINST ALL  
DEFENDANTS FOR DEFAMATION / SLANDER**

170. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 169 as though fully set forth herein.

171. Upon information and belief, Mr. Casey falsely stated to the employee who took over certain of Plaintiff's former responsibilities that Plaintiff wanted that employee fired.

172. Upon information and belief, Mr. Casey also falsely suggested that Plaintiff had engaged in improper or suspicious workplace conduct, including by questioning whether Plaintiff had "bugged" a bar cart.

173. Upon information and belief, Defendants further published and/or caused to be published false statements that Plaintiff was "detrimental" to WROTB and/or that Plaintiff had engaged in conduct justifying termination.

174. The foregoing statements were false and were published to one or more third parties without privilege or justification.

175. The foregoing statements tended to injure Plaintiff in his employment, profession, reputation, and standing in the community.

176. Defendants made the statements negligently, recklessly, maliciously, and/or with knowledge of their falsity.

177. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**AS AND FOR A NINETEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR PRIMA FACIE TORT**

178. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 177 as though fully set forth herein.

179. Defendants intentionally and maliciously engaged in acts intended to injure Plaintiff, including targeting him after his protected report, terminating him under a false pretext, refusing to reinstate him, and suppressing or concealing the investigation findings.

180. Defendants acted without excuse or justification and for the purpose of causing harm to Plaintiff.

181. By reason of the foregoing, Plaintiff is entitled to compensatory damages, punitive damages where permitted, and attorneys' fees and costs, in amounts to be determined at trial.

**AS AND FOR A TWENTIETH CAUSE OF ACTION AGAINST ALL DEFENDANTS  
FOR RATIFICATION**

182. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 181 as though fully set forth herein.

183. After learning of Plaintiff's complaints, the investigation, Plaintiff's termination, and the false or pretextual basis for same, WROTB failed and refused to correct the unlawful conduct.

184. WROTB ratified the conduct of Mr. Casey, Mr. Brown, and/or other WROTB officers, employees, managers, and agents by accepting the benefit of their conduct, refusing to reinstate Plaintiff, failing to disclose or act upon the investigation findings, and refusing to remedy Plaintiff's retaliatory termination.

185. By reason of the foregoing, Plaintiff is entitled to compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully demand that this Court grant judgment against Defendants:

(1) On the First Cause of Action for retaliatory action by public employer pursuant to Civil Service Law § 75-b, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as is available under Civil Service Law § 75-b;

(2) On the Second Cause of Action for improper political influence and political affiliation retaliation pursuant to Civil Service Law § 107, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Civil Service Law § 107;

(3) On the Third Cause of Action for retaliation pursuant to Not-for-Profit Corporation Law § 715-b, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Not-for-Profit Corporation Law § 715-b;

(4) On the Fourth Cause of Action for retaliatory action by employer based on disclosure to a supervisor or public body pursuant to Labor Law § 740(2)(a), Plaintiff is entitled to an injunction restraining continued violations, reinstatement to the same position held before the retaliatory action or to an equivalent position, or front pay in lieu thereof, reinstatement of full fringe benefits and seniority rights, compensation for lost wages, benefits

and other remuneration in an amount to be determined at trial, reasonable costs, disbursements, attorneys' fees, a civil penalty in an amount not to exceed \$10,000, punitive damages in the amount of \$15,000,000 based upon Defendants' willful, malicious and/or wanton violation, and such other and further relief as is available under Labor Law § 740;

(5) On the Fifth Cause of Action for retaliatory action by employer based on providing information to a public body pursuant to Labor Law § 740(2)(b), Plaintiff is entitled to an injunction restraining continued violations, reinstatement to the same position held before the retaliatory action or to an equivalent position, or front pay in lieu thereof, reinstatement of full fringe benefits and seniority rights, compensation for lost wages, benefits and other remuneration in an amount to be determined at trial, reasonable costs, disbursements, attorneys' fees, a civil penalty in an amount not to exceed \$10,000, punitive damages in the amount of \$15,000,000 based upon Defendants' willful, malicious and/or wanton violation, and such other and further relief as is available under Labor Law § 740;

(6) On the Sixth Cause of Action for retaliatory action by employer based on objection to or refusal to engage in improper practices pursuant to Labor Law § 740(2)(c), Plaintiff is entitled to an injunction restraining continued violations, reinstatement to the same position held before the retaliatory action or to an equivalent position, or front pay in lieu thereof, reinstatement of full fringe benefits and seniority rights, compensation for lost wages, benefits and other remuneration in an amount to be determined at trial, reasonable costs, disbursements, attorneys' fees, a civil penalty in an amount not to exceed \$10,000, punitive damages in the amount of \$15,000,000 based upon Defendants' willful, malicious and/or wanton violation, and such other and further relief as is available under Labor Law § 740;

(7) On the Seventh Cause of Action for prohibited retaliation pursuant to Labor Law § 215, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Labor Law § 215;

(8) On the Eighth Cause of Action for retaliation pursuant to Executive Law § 296(7), compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Executive Law § 296;

(9) On the Ninth Cause of Action for aiding and abetting discrimination and retaliation pursuant to Executive Law § 296(6), compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000, attorneys' fees and costs, and such other and further relief as is available under Executive Law § 296;

(10) On the Tenth Cause of Action for breach of implied employment contract, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(11) On the Eleventh Cause of Action for breach of the implied covenant of good faith and fair dealing, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(12) On the Twelfth Cause of Action for intentional infliction of emotional distress, compensatory damages in an amount to be determined at trial, punitive damages in the

amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(13) On the Thirteenth Cause of Action for negligent infliction of emotional distress, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(14) On the Fourteenth Cause of Action for fraudulent concealment, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(15) On the Fifteenth Cause of Action for civil conspiracy, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(16) On the Sixteenth Cause of Action for negligent supervision and retention, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(17) On the Seventeenth Cause of Action for vicarious liability/ respondeat superior, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(18) On the Eighteenth Cause of Action for defamation/slander, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(19) On the Nineteenth Cause of Action for prima facie tort, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper;

(20) On the Twentieth Cause of Action for ratification, compensatory damages in an amount to be determined at trial, punitive damages in the amount of \$15,000,000 where permitted, attorneys' fees and costs, and such other and further relief as this Court deems just and proper; and

(21) Awarding Plaintiff such other and further relief as this Court deems just and proper.

Dated: April 28, 2026  
Niagara Falls, New York



---

**JOHN P. BARTOLOMEI, ESQ.**

LAW OFFICES OF JOHN P. BARTOLOMEI  
& ASSOCIATES

*Attorneys for Plaintiff,*

*David Hughson*

335 Buffalo Avenue

Niagara Falls, New York 14303

(716) 282-2774

**VERIFICATION**

I, DAVID HUGHSON, am the Plaintiff in this action. I have read the foregoing Verified Complaint and know the contents thereof. The same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

I affirm this 28th day of April, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.



---

**DAVID HUGHSON**  
*PLAINTIFF*

State of New York

County of Niagara ss.

On the 28th day of April, 2026, before me, the undersigned, a Notary Public in and for the State of New York personally appeared DAVID HUGHSON, personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

ASHLEIGH KLOC  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01KL0021346  
Qualified in Erie County  
My Commission Expires 02-21-2028