

STATE OF INDIANA
IN THE LAWRENCE SUPERIOR COURT
CAUSE NO: 47C01-2404-CT-000546

DR. THOMAS T. MUNGLE,

Plaintiff,

v.

NORTH LAWRENCE COMMUNITY
SCHOOL CORPORATION, NORTH LAWRENCE
COMMUNITY SCHOOL BOARD and
DR. WENDY MILLER AS A MEMBER OF
NORTH LAWRENCE COMMUNITY
SCHOOL BOARD AND INDIVIDUALLY,

Defendants.

COMPLAINT FOR DAMAGES AND REQUEST FOR JURY TRIAL

Plaintiff, Dr. Thomas T. Mungle (“Dr. Mungle”), by counsel, Mallor | Grodner LLP for his Complaint against the Defendants, North Lawrence Community School Corporation (“NLCS”), North Lawrence Community School Board (“NLCS Board”), and Dr. Wendy Miller (“Dr. Miller”) in her official and individual capacity, (collectively “Defendants”) and states as follows:

INTRODUCTION

1. Dr. Mungle is the former superintendent of NLCS and since his separation of employment has been subjected to numerous false allegations that he committed a crime while he was the superintendent and/or that he was unfit to be a public school official.

2. This action is for damages to redress Dr. Mungle’s claim for breach of contract, defamation, and a violation of Indiana’s Blacklisting law against the Defendants.

PARTIES, JURISDICTION, AND VENUE

3. Dr. Mungle is a resident of Monroe County, Indiana.

4. NLCS is a public-school corporation with its principal place of business located at 460 W. Street, Bedford, Indiana 47421.

5. NLCS Board is the local governing board of NLCS composed of elected community representatives.

6. At all times relevant hereto, Dr. Miller was the President of the NLCS Board and a resident of Lawrence County.

7. This Court has subject matter jurisdiction to decide this claim. This Court also has personal jurisdiction over the parties.

8. On January 8, 2024, Dr. Mungle timely submitted his Notice of Tort Claim against Defendants in accordance with IC 34-13-3-8.

9. Neither the State of Indiana nor the Indiana Political Subdivision Risk Management Commission asserted themselves as proxy Defendants in this lawsuit.

FACTUAL BACKGROUND

10. Dr. Mungle was employed by NLCS as the Superintendent of NLCS from July 25, 2019, through January 12, 2023.

11. On or about January 12, 2023, NLCS entered into a Separation Agreement and Mutual Release (“Separation Agreement”) with Dr. Mungle wherein Dr. Mungle’s employment with NLCS was terminated. A true and accurate copy of the Separation Agreement is attached hereto as Exhibit 1.

12. On or about January 11, 2023, during a NLCS public board meeting, after a vote was taken to approve Dr. Mungle’s Separation Agreement, Dr. Miller stated that there was a trust issue with Dr. Mungle, and he was like a cancer and needed to be removed immediately.

13. The Separation Agreement provided that both Dr. Mungle and NLCS would not “criticize, denigrate, or disparage each other.”

14. In or about the Spring of 2023, Dr. Mungle applied for the open Superintendent position of the Bloomfield School District.

15. Despite having the requisite qualifications and multiple letters of recommendation, Dr. Mungle was not asked to interview for this position.

16. During a NLCS public board meeting on May 11, 2023, Board Member Scott King stated 119 days ago the Board terminated the contract of the previous superintendent, and this showed the community the Board was serious about correcting as much of the damage as possible. He went on to say that the recent audit results proved that termination was the right decision.

17. During the same meeting, Dr. Miller said she agreed with Board Member Scott King that the decision to terminate Dr. Mungle was correct, and that the prior leadership had targeted and mistreated Oolitic Middle School.

18. Board Member Adam Parsley stated it is far easier to fire the superintendent than it is to fix the problems that exist with NLCS.

19. Also on May 11, 2023, Dr. Miller posted to her personal School Board Facebook page: “OMS was systematically targeted to fail. What was for decades a thriving middle school was put in the cross hairs. Despite the former board voting twice to keep OMS open, it was abandoned with intent. This was a failure in leadership. Scott King mentioned tonight that removing the former Supt. was the right thing to do. He is 100% correct in my opinion.”

20. Dr. Miller knew of the mutual non-disparagement provision in the Separation Agreement and willfully and wantonly engaged in communication in violation of the Separation Agreement.

21. A new Superintendent for the Bloomfield School District was approved on March 30, 2023.

22. In or about May of 2023, Dr. Mungle applied for the open Superintendent position of the New Albany-Floyd County School Corporation.

23. Dr. Mungle interviewed for the position but did not receive an offer.

24. A new Superintendent for the New Albany-Floyd County School Corporation was approved on June 12, 2023.

25. Dr. Mungle was unable to secure an alternative Superintendent position.

26. In or about July 26, 2023, Dr. Mungle accepted a position as the Administrator, Assistant Director of Adult Education of the Monroe County Community School Corporation (“MCCSC”).

27. This position pays less than the positions Dr. Mungle interviewed for and that he previously held with Defendant NLCS.

28. In August of 2023, Dr. Mungle was notified by the Superintendent of MCCSC, Dr. Jeff Hauswald, that current MCCSC board members had contacted Dr. Hauswald, concerned with MCCSC’s employment of Dr. Mungle.

29. Dr. Hauswald learned that Defendant Dr. Miller contacted several MCCSC board members, including but not limited to, Erin Wyatt, Erin Cooperman, and April Hennessey, and said that Dr. Mungle was dishonest, not trustworthy and that charges may be filed against him based on his position as the former NLCS Superintendent.

30. Dr. Miller’s conduct in affirmatively contacting MCCSC board members to sabotage Dr. Mungle’s employment was malicious.

31. Upon information and belief, members of the NLCS' School Board also contacted the School Boards of Bloomfield and New Albany-Floyd School Districts and made similar statements.

32. Between August 21 through August 30, 2023, Dr. Mungle was admitted to the hospital and ultimately diagnosed with bleeding stomach ulcers and pneumonia.

33. Dr. Mungle's professional reputation and ability to secure comparable alternative employment has been damaged as a direct result of Dr. Miller's communications, in both her individual and official capacity as the President of the NLCS Board, that falsely implied that Dr. Mungle committed a crime and engaged in conduct unbefitting to his profession.

34. Dr. Mungle has suffered injuries and damages as a result of Defendants' actions, including but not limited to, lost wages and benefits, compensatory damages, and emotional distress damages which manifested itself in physical conditions causing hospitalization.

CAUSES OF ACTION

COUNT 1 - BREACH OF CONTRACT

35. Dr. Mungle restates the statements contained in paragraphs 1 through 34 of the Complaint.

36. Defendant NLCS and Dr. Mungle entered into a Separation Agreement on January 12, 2023.

37. The Separation Agreement is a valid and enforceable contract between Dr. Mungle and Defendant NLCS.

38. In the Separation Agreement, Defendants agreed to not criticize, denigrate, or disparage Plaintiff.

39. In the Separation Agreement, Defendants also agreed to only provide dates of employment and positions held regarding future employment inquiries.

40. Defendant Board, including Dr. Miller as the President of the NCLS School Board, had a duty to Dr. Mungle to comply with the terms of the Separation Agreement.

41. Board members criticized, denigrated, and disparaged Dr. Mungle during a public board meeting.

42. Defendants breached the Separation Agreement when Dr. Miller criticized, denigrated, and disparaged Dr. Mungle to others in the professional community.

43. Defendants further breached the Separation Agreement by not limiting the information provided to perspective employers to the dates of Dr. Mungle's employment and positions held.

44. As a direct and foreseeable consequence of Defendants' actions, Dr. Mungle has sustained damages in an amount to be presented at trial, including but not limited to costs and attorneys' fees in enforcing and securing his rights under the Agreement and other damages available under the law.

45. Dr. Mungle is entitled to judgment in his favor and against Defendants for Defendants' breach of the Separation Agreement.

COUNT 2 -- DEFAMATION

46. Dr. Mungle incorporates by reference paragraphs 1 through 45 above as if fully restated herein.

47. Dr. Mungle brings a claim of defamation *per se* against Dr. Miller both individually and in her official capacity.

48. Dr. Miller told MCCSC board members that Dr. Mungle had broken the law when he was the Superintendent of NLCS, was not trustworthy, and should not be employed by MCCSC.

49. Dr. Miller knew these statements to be false.

50. Dr. Miller engaged in communication with defamatory imputation.

51. Dr. Miller had no legitimate purpose for making the defamatory comments and did so with malice.

52. Dr. Miller's communication imputed criminal conduct and misconduct in Dr. Mungle's profession.

53. Dr. Miller's statements led to Dr. Mungle suffering reputational harm and emotional distress.

COUNT III –BLACKLISTING

54. Dr. Mungle incorporates by reference paragraphs 1 through 53 above as if fully restated herein.

55. Defendants took actions that prevented Dr. Mungle from obtaining alternative employment.

56. Defendants shall be liable to Dr. Mungle for all sums to fully compensate Dr. Mungle and exemplary damages.

57. Defendants' actions violated Indiana's Blacklisting Statute, Ind. Code §22-5-3-2.

58. As a result of Defendants' actions, Dr. Mungle has suffered injury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court enter judgment in its favor and grant him the following relief:

A. All available monetary damages, including but not limited to lost wages,

compensatory damages, liquidated damages, punitive damages, costs, and attorneys' fees.

B. Compensation for any and all other damages suffered as a consequence of Defendants' unlawful actions.

C. Pre- and post-judgment interest on all sums recoverable, and

D. All other legal and/or equitable relief the Court deems appropriate.

Respectfully submitted,

/s/ Kathryn M. Cimera

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DEMAND FOR JURY TRIAL

Dr. Mungle, by counsel, respectfully requests a jury trial as to all issues in this matter deemed so triable.

Respectfully submitted,

/s/ Kathryn M. Cimera

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