

COVER SHEET FOR FILING CIVIL ACTIONS

COMMONWEALTH OF VIRGINIA

Case No.

(CLERK'S OFFICE USE ONLY)

In the PORTSMOUTH

Circuit Court

Angel L. Jones

v./In re:

City of Portsmouth

PLAINTIFF(S)

DEFENDANT(S)

I, the undersigned [] plaintiff [] defendant [X] attorney for [X] plaintiff [] defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- [] Claim Impleading Third Party Defendant
[] Monetary Damages
[] No Monetary Damages
[] Counterclaim
[] Monetary Damages
[] No Monetary Damages
[] Cross Claim
[] Interpleader
[] Reinstatement (other than divorce or driving privileges)
[] Removal of Case to Federal Court

Business & Contract

- [] Attachment
[] Confessed Judgment
[X] Contract Action
[] Contract Specific Performance
[] Detinue
[] Garnishment

Property

- [] Annexation
[] Condemnation
[] Ejectment
[] Encumber/Sell Real Estate
[] Enforce Vendor's Lien
[] Escheatment
[] Establish Boundaries
[] Landlord/Tenant
[] Unlawful Detainer
[] Mechanics Lien
[] Partition
[] Quiet Title
[] Termination of Mineral Rights

Tort

- [] Asbestos Litigation
[] Compromise Settlement
[] Intentional Tort
[] Medical Malpractice
[] Motor Vehicle Tort
[] Product Liability
[] Wrongful Death
[] Other General Tort Liability

ADMINISTRATIVE LAW

- [] Appeal/Judicial Review of Decision of (select one)
[] ABC Board
[] Board of Zoning
[] Compensation Board
[] DMV License Suspension
[] Employee Grievance Decision
[] Employment Commission
[] Local Government
[] Marine Resources Commission
[] School Board
[] Voter Registration
[] Other Administrative Appeal

DOMESTIC/FAMILY

- [] Adoption
[] Adoption - Foreign
[] Adult Protection
[] Annulment
[] Annulment - Counterclaim/Responsive Pleading
[] Child Abuse and Neglect - Unfounded Complaint
[] Civil Contempt
[] Divorce (select one)
[] Complaint - Contested*
[] Complaint - Uncontested*
[] Counterclaim/Responsive Pleading
[] Reinstatement - Custody/Visitation/Support/Equitable Distribution
[] Separate Maintenance
[] Separate Maintenance Counterclaim

WRITS

- [] Certiorari
[] Habeas Corpus
[] Mandamus
[] Prohibition
[] Quo Warranto

PROBATE/WILLS AND TRUSTS

- [] Accounting
[] Aid and Guidance
[] Appointment (select one)
[] Guardian/Conservator
[] Standby Guardian/Conservator
[] Custodian/Successor Custodian (UTMA)
[] Trust (select one)
[] Impress/Declare/Create
[] Reformation
[] Will (select one)
[] Construe
[] Contested

MISCELLANEOUS

- [] Amend Death Certificate
[] Appointment (select one)
[] Church Trustee
[] Conservator of Peace
[] Marriage Celebrant
[] Approval of Transfer of Structured Settlement
[] Bond Forfeiture Appeal
[] Declaratory Judgment
[] Declare Death
[] Driving Privileges (select one)
[] Reinstatement pursuant to § 46.2-427
[] Restoration - Habitual Offender or 3rd Offense
[] Expungement
[] Firearms Rights - Restoration
[] Forfeiture of Property or Money
[] Freedom of Information
[] Injunction
[] Interdiction
[] Interrogatory
[] Judgment Lien-Bill to Enforce
[] Law Enforcement/Public Official Petition
[] Name Change
[] Referendum Elections
[] Sever Order
[] Taxes (select one)
[] Correct Erroneous State/Local
[] Delinquent
[] Vehicle Confiscation
[] Voting Rights - Restoration
[] Other (please specify)

[X] Damages in the amount of \$ 5,350,000.00 are claimed.

10/17/2022

DATE

[] PLAINTIFF

[] DEFENDANT

[X] ATTORNEY FOR

[] PLAINTIFF

[] DEFENDANT

Louis N. Joynes, II, Esq.

PRINT NAME

Joynes & Gaidies, P.C., 502 Viking Drive, Suite 201

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EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

**"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

VIRGINIA : IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

ANGEL L. JONES,

Plaintiff,

v.

Case No. CL22- _____

CITY OF PORTSMOUTH,

Defendant.

Serve: Lavonda Graham-Williams, Esq.
City Attorney
Office of the City Attorney
801 Crawford Street
Portsmouth, VA 23704

VERIFIED COMPLAINT

COMES NOW the Plaintiff, Angel L. Jones, by Counsel, who respectfully alleges as set forth below, and as a result moves for judgment against the Defendant, the City of Portsmouth, and in support hereof states the following:

1. That your Plaintiff is Angel L. Jones (“Jones”), who at all times relevant hereto is a resident of the Commonwealth of Virginia and the City of Portsmouth;
2. That the Defendant, City of Portsmouth (hereinafter “the City”), is a city incorporated under the laws of the Commonwealth of Virginia and functions as authorized by the laws of the Commonwealth and the Portsmouth City Charter;
3. That pursuant to the Portsmouth City Charter (the “Charter”), the City Manager is appointed by the Portsmouth City Council as “the executive and administrative head of the city government.” *See*, Portsmouth City Charter § 5.02, Powers and Duties;

4. That Section 3.10 of the Charter provides:

City Council prohibited from furnishing city anything requiring payment.

No member of the City Council shall be allowed to furnish any goods or services except services as a member of City Council for which he or she received any consideration in money or otherwise, either directly or indirectly, under penalty of forfeiture of office. Any person making under oath a charge of this nature before any judge of the Portsmouth Circuit Court shall cause the accused council member to show cause why he or she should not be removed. If such charge is sustained, the judge shall remove the person from office and order the forfeiture of the consideration involved.

5. That Section 3.11 of the Charter provides:

Noninterference in appointments or removals.

Neither the City Council nor any of its members shall direct or request the appointment of any person to or the removal of any person from any office or employment by the City Manager or by and of the Manager's subordinates, or in any way take part in the appointment of or removal of officers and employees of the city except as specifically provided in this Charter. Except for the purpose of inquiry, the City Council and its members shall deal with the administrative services of the city solely through the City Manager. Neither the City Council nor any member thereof shall give orders either publicly or privately to any subordinate of the City Manager. Any Council Member violating the provisions of this section or voting for a motion, resolution or ordinance in violation of this section shall be guilty of a class three misdemeanor and upon conviction thereof shall forfeit office as a Council Member.

6. That on or about April 9, 2021, your Plaintiff Angel L. Jones was hired by a majority vote of the Portsmouth City Council and was duly sworn in as the City of Portsmouth's City Manager;
7. That your Plaintiff Angel L. Jones' public swearing-in ceremony was attended by all members of the Portsmouth City Council except for the Vice Mayor, De'Andre Barnes;
8. That prior to her being hired by the City, Vice Mayor Barnes publicly voiced his displeasure about the hiring of your Plaintiff, Angel L. Jones, stating that he believed the

City Manager should be a “younger individual”; <https://www.wavy.com/news/local-news/portsmouth/portsmouth-city-manager-job-could-now-go-to-former-maryland-city-manager-angel-jones/>;

9. That following your Plaintiff Angel L. Jones’ appointment as City Manager of Portsmouth, she began working on a comprehensive agenda for the betterment of the City of Portsmouth, which included but was not limited to meeting with individuals from the various departments with the City’s government;
10. That in pursuing her comprehensive agenda for the better of the City of Portsmouth, your Plaintiff Angel L. Jones met with and engaged many individuals from throughout the City of Portsmouth, including every department of the City, the Portsmouth School Board and Portsmouth Public School System, boards and commissions, civic leagues and community leaders, elected public officials and their staffs from throughout the Hampton Roads region, and members of the general public;
11. That shortly after becoming City Manager, on or about April 19, 2021, then-Deputy City Manager LaVoris Pace¹ advised your Plaintiff, Angel L. Jones, that Vice Mayor Barnes had accepted a bribe of \$14,000.00 prior to Jones’ appointment from a citizen, Eugene Swinson², for the purpose of supporting and promoting the appointment of his sister, Sunshine Swinson³, to be hired as City Manager;

¹ Deputy City Manager Pace previously served as Interim City Manager during the City Council’s selection process which ultimately hired Jones as City Manager.

² Mr. Swinson is the founder and Chief Executive Officer of “Big H.O.M.I.E.S., Inc.” which styles itself as a charitable community outreach organization, and for which Vice Mayor Barnes is believed to serve as a Board Member. “Big H.O.M.I.E.S., Inc.” received a \$2,000,000.00 subsidy from the Commonwealth of Virginia in its recent 2022 budget, and has received previous state and local subsidies, but is not registered as a 501(c)(3) organization with the Internal Revenue Service.

³ Ms. Swinson previously held non-supervisory clerical positions in Portsmouth City

12. That on or about May 1, 2021, less than two months after she was hired, your Plaintiff Angel L. Jones began hearing rumors that she would be terminated as City Manager in January 2022 once Councilman Christopher Woodard was elected to a vacant seat on the Portsmouth City Council in November 2021;
13. That on or about May 18, 2021, the City's Director of Economic Development, Robert Moore, informed your Plaintiff Angel L. Jones that Vice Mayor Barnes had approached the representatives from Rivers Casino⁴ demanding a "donation" to his youth basketball program⁵, but that Rivers Casino denied Vice Mayor Barnes' solicitation for that "donation";
14. That following the denial of the Vice Mayor Barnes' attempted solicitation of the donation from Rivers Casino, Economic Development Director Robert Moore noticed that Vice Mayor Barnes became extremely vocal in his comments against Director Robert Moore;
15. That your Plaintiff Angel L. Jones considered Vice Mayor Barnes' change of support for Robert Moore to be odd given Vice Mayor Barnes' public support of him and the need for his department to receive additional travel funds prior to Rivers Casino's refusal to donate to Barnes' organization;

government, and currently owns and manages businesses in downtown Portsmouth.

⁴ Rivers Casino, a Chicago-based casino gaming corporation, was granted permission to construct and operate a casino and hotel facility in the City of Portsmouth which is under construction and is projected to open in 2023. The approval process for this project depends, in significant part, upon the approval of the Portsmouth City Council for various permits for zoning and construction to undertake the construction process, and to permit the occupancy and use of the casino and hotel upon its completion.

⁵ Barnes is alleged to use his position as Vice Mayor to induce the City's Department of Parks and Recreation to allow his youth basketball league to use city facilities for free, thus allowing him to pocket and personally profit from the "participation fees" and donations he receives from participating families and local businesses which other organizations are required to pay to the City to utilize the same city facilities.

16. That on or about May 21, 2021, then-Deputy City Manager Pace informed your Plaintiff Angel L. Jones that several members of the Portsmouth City Council, including Vice Mayor De'Andre Barnes, Councilman Paul Battle, and Councilman Christopher Woodard had each received bribes prior to her appointment from Mr. Danny Meeks, a former City Council member, to assist and promote Mr. Meeks' desire to be appointed to the position of Portsmouth City Manager instead of your Plaintiff Angel L. Jones. Photographs of Vice Mayor De'Andre Barnes, Councilman Paul Battle, and Councilman Christopher Woodard are attached hereto as Exhibits 1, 2, and 3;
17. That Mr. Pace further informed your Plaintiff Angel L. Jones that Vice Mayor De'Andre Barnes rescinded his support of Mr. Meeks because Eugene Swinson, the brother of Sunshine Swinson, an alternate candidate for City Manager, had offered to pay Vice Mayor Barnes' delinquent child support payments estimated to be \$25,000.00 in exchange for his support and vote for Sunshine Swinson;
18. That on or about July 30, 2021, then-Deputy City Manager LaVoris Pace met with your Plaintiff Angel L. Jones to inform her that he had received an offer from the City of Norfolk for a city position that would pay him approximately \$200,000.00;
19. That LaVoris Pace was already at the top of his pay scale within the Portsmouth City government and there was no way for your Plaintiff Angel L. Jones to increase his pay in order to match the \$200,000.00 offer made to Pace by the City of Norfolk;
20. That LaVoris Pace understood that the City of Portsmouth could not match the salary offer made to him by the City of Norfolk, and advised your Plaintiff Angel L. Jones that he would therefore accept Norfolk's offer;

21. That on or about August 10, 2021, Councilman Paul Battle approached your Plaintiff Angel L. Jones and began pressuring her to bring the issue of LaVoris Pace's salary before the City Council in order to retain him as Deputy City Manager;
22. That your Plaintiff Angel L. Jones denied Councilman Battle's request, reminding him that his efforts to interfere with personnel decisions within the city government infringed upon her authority and responsibility as City Manager, based upon Sections 3.10 and 3.11 of the Charter which restricts any council member from interfering with the City's operations and the City Manager's personnel decisions, and that these sections specifically provided for criminal penalties and removal from office for any council member attempting to do so. Deputy City Manager Pace and Portsmouth's Chief Financial Officer Mimi Terry were present during this exchange;
23. That on or about August 19, 2021, Councilman Mark Whitaker summoned your Plaintiff Angel L. Jones to a private unannounced meeting at his father's church, New Bethel Baptist Church on Greenwood Drive in Portsmouth, where Councilman Whitaker castigated and chastised your Plaintiff Angel L. Jones for "allowing" Mr. Pace to leave the City of Portsmouth and to accept the position with the City of Norfolk. A photograph of Councilman Mark Whitaker is attached hereto as Exhibit 4;
24. That your Plaintiff Angel L. Jones informed Councilman Whitaker that Mr. Pace was at the top of the City's designated pay range as a Deputy City Manager, and that consistently with the City's administrative policy she could not equitably increase his salary, as she would not do so for any other employee in the City of Portsmouth;
25. That during this meeting with your Plaintiff Angel L. Jones, Councilman Whitaker claimed that "this type of thing" had been done in the past, and that your Plaintiff Angel

L. Jones should have done it in Mr. Pace's case and involved the City Council in making that personnel decision. In so doing, Councilman Whitaker specifically reminded her that he was one of the four that supported her to be hired as City Manager;

26. That your Plaintiff Angel L. Jones reminded Councilman Whitaker that her conduct of the day-to-day operations of the City were not based upon what had occurred in the past, but rather what is ethical, equitable, and consistent with established city administrative policy;
27. That following this meeting your Plaintiff Angel L. Jones began to experience increasing public and private displays of disrespect from Councilman Whitaker, together with Vice Mayor Barnes and Councilman Battle, who are closely allied with Councilman Whitaker, together with accusatory and largely unfounded criticisms made in public meetings about your Plaintiff Angel L. Jones' job performance by citizens apparently acting at the behest of Vice Mayor Barnes;
28. That LaVoris Pace accepted the position offered to him by the City of Norfolk and resigned on August 20, 2021 as Portsmouth Deputy City Manager;
29. That on or about September 7, 2021, a meeting occurred regarding improvements to the Douglas Park public basketball courts as an opportunity to give back which was attended by, among others, your Plaintiff Angel L. Jones and Portsmouth Mayor Shannon Glover, together with Dorian Finney-Smith, a nationally-known professional basketball player, and Desiree Finney, his mother, Benjamin Finney, his brother, a member of the Virginia General Assembly, and an aide to a serving member of Congress;
30. That following the meeting of September 7, 2021, Desiree Finney informed the Mayor that she did not want to work with Vice Mayor Barnes on any project, stating that she had

previously approached Vice Mayor Barnes for assistance in obtaining the City's help with improving the basketball courts, but that Barnes attempted to solicit a bribe from the Finney family in order to do so;

31. That from September 15, 2021 through September 22, 2021, your Plaintiff Angel L. Jones conducted a series of meetings with members of City Council, separately or in pairs, to discuss any concerns they had regarding the funding the City received from the American Rescue Plan Act of 2021 (ARPA);
32. That during his meeting with your Plaintiff Angel L. Jones, Vice Mayor Barnes, who runs an alleged non-profit organization⁶, voiced concerns that the City's proposed appropriations for those funds did not do enough for the organizations that already had an established relationship with the City;
33. That Vice Mayor Barnes asked your Plaintiff Angel L. Jones to extend ARPA-based grant funding at the level of \$30,000.00 each of the Department of Parks & Recreation List of Nonprofit Partners listed on the City's website;
34. That Vice Mayor Barnes did not disclose, and your Plaintiff Angel L. Jones was unaware, that at that time that Vice Mayor Barnes' organization was one of the "partners" listed on the City's website, and that Vice Mayor Barnes stood to personally benefit from this additional grant funding;
35. That on or about October 8, 2021, Vice Mayor Barnes and Councilman Battle expressed to your Plaintiff Angel L. Jones their desire to hire a candidate for selection to Portsmouth's Chief of Police other than Renaldo Prince, who had been promoted to

⁶ Plaintiff has been unable to verify that Barnes' "non-profit" organization was ever certified by the Internal Revenue Service as a Section 501(c)(3) charitable organization, or that it ever filed taxes using the IRS Form 990, which reports and details the expenditures of tax-exempt (usually non-profit) organizations.

- become Portsmouth Police Chief by your Plaintiff Angel L. Jones⁷ on September 4, 2021, only a month before;
36. That your Plaintiff Angel L. Jones had appointed Renaldo Prince as Portsmouth Police Chief because Chief Prince had ranked first in every one of the multiple public and professional interviews conducted during an intensive hiring process for that position;
 37. That your Plaintiff Angel L. Jones was then told by Councilman Battle to fire Police Chief Prince, who advocated that she replace him with Portsmouth Undersheriff Marvin Waters, who was a known friend of Vice Mayor Barnes and Councilman Battle;
 38. That your Plaintiff Angel L. Jones denied Councilman Battle's request to terminate Chief Prince because as a city employee his employment status was solely within her authority and purview as City Manager, and your Plaintiff Angel L. Jones felt that Chief Prince was performing well in his role as Chief of Police;
 39. That on or about November 5, 2021, Interim City Attorney Burle Stromberg met your Plaintiff Angel L. Jones to discuss a pending legal claim against the city from a woman named JeNene Credle;
 40. That Interim City Attorney Stromberg told your Plaintiff Angel L. Jones that he had suspected that one or more member of City Council had contacted Ms. Credle to suggest that she seek a larger settlement from the City of Portsmouth than she had previously agreed to accept;

⁷ Renaldo Prince was initially hired as a Deputy Chief of Police by then-Portsmouth Police Chief Tanya Chapman. Chapman subsequently resigned as Chief of Police under threat of termination involving allegations of professional misconduct. Prince was promoted to Chief of Police by your Plaintiff Angel L. Jones on September 4, 2021. Chief Prince was subsequently terminated by Tanya Chapman on July 5, 2022--less than a week after Chapman was appointed by Vice Mayor Barnes, Councilman Whitaker, Councilman Battle and Councilman Woodard to replace your Plaintiff Angel L. Jones as Portsmouth City Manager.

41. That Interim City Attorney Stromberg indicated to your Plaintiff Angel L. Jones that he had become suspicious because both the City and Ms. Credle had previously negotiated and agreed upon a settlement of her claim, but shortly after the settlement terms were privately disclosed to the members of City Council Ms. Credle suddenly disregarded her previous settlement agreement and demanded an increase in the settlement amount which was significantly more than she had even sought in her initial claim;
42. That on or about November 21, 2021, Vice Mayor Barnes, Councilman Battle, Councilman Whitaker, and Councilman Woodard sought to appoint Norfolk attorney Herman Smith as Portsmouth's new City Attorney, notwithstanding the fact that Mr. Smith, a private attorney, had no known experience in local government law or practice;
43. That attorney Herman Smith was then serving as Vice Mayor Barnes' personal attorney, and had made repeated court appearances on Vice Mayor Barnes' behalf to address Barnes' multiple chronically late or unpaid child support obligations;
44. That a cursory background check of attorney Herman Smith revealed a prior history of criminal convictions and professional discipline imposed against him by the Courts and the Virginia State Bar;
45. That on or about November 23, 2021, your Plaintiff Angel L. Jones was apprised of various instances in which members of the City Council violated Section 3.11 of the Charter by attempting to direct various administrative services of the City directly rather than through her as the City Manager, including but not limited to private meetings Councilman Battle had with Economic Development Authority (EDA) Director Robert Moore during which specific land deals were discussed that were not reported to the City Manager, and Vice Mayor Barnes' specific instructions and efforts to intimidate

Portsmouth Parks & Recreation Director Mark Palamarchuck for preferential treatment which would benefit Barnes personally;

46. That on or about November 23, 2021 a local developer, Alvin Keels, submitted an unsolicited proposal for \$300,000,000.00 to develop the waterfront in the City of Portsmouth;
47. That your Plaintiff Angel L. Jones accepted the proposal on merit, but subsequently denied the proposal during review because the City Council had not determined its financial priorities on assuming public debt for such projects;
48. That your Plaintiff Angel L. Jones was also informed that in addition to his unsolicited waterfront development proposal, Alvin Keels was also attempting to develop another parcel of land on Greenwood Drive in the City of Portsmouth;
49. That your Plaintiff Angel L. Jones learned that in order for Councilman Whitaker's ongoing lawsuit against the City to have any potential validity, the development plan on the Greenwood Drive property which Alvin Keels sought to be developed would have to be evaluated and reviewed by various city departments and ultimately approved by the City Council;
50. That not long after your Plaintiff Angel L. Jones began reviewing the Keels development proposal she was informed that Vice Mayor Barnes had solicited Alvin Keels for a substantial "donation" in exchange for Vice Mayor Barnes' support of the approval of the Use Permit, which the City Council would ultimately be required to approve as an essential aspect of the development approval process;
51. That on or about December 4, 2021, an item was added to the City Council's regular meeting agenda to vote on the appointment of Herman Smith as Portsmouth's City

Attorney. In the fact of significant public opposition to that measure, Councilman Battle sought to delay the vote to hire Smith, ostensibly based upon a stated desire to further examine Smith's professional history and overall lack of qualifications for that position;

52. That on or about December 10, 2021, during a meeting with your Plaintiff Angel L. Jones, Councilman Battle told her that "Whitaker and the boys are hungry for money, and the ARPA funds⁸ are driving them crazy";
53. That Councilman Battle continued his comments during that meeting by stating that Vice Mayor Barnes, Councilman Whitaker and Councilman Woodard were extremely upset with him because he delayed their efforts to hire Herman Smith as Portsmouth's City Attorney;
54. That Councilman Battle further stated during this meeting with your Plaintiff Angel L. Jones that if Herman Smith had been appointed as City Attorney, Smith had agreed to settle a lawsuit Councilman Whitaker had pending against the City of Portsmouth⁹ seeking \$5,350,000.00 in damages, and Councilman Battle indicated that some of the proceeds of that settlement would then be shared between Vice Mayor Barnes and Councilman Woodard, but Councilman Battle had declined a share of the potential settlement proceeds because he "did not need the money";
55. That Councilman Battle further admitted during his meeting with your Plaintiff Angel L. Jones that he, Vice Mayor Barnes, Councilman Whitaker and Councilman Woodard had

⁸ The "ARPA funds" referred to are federal funds issued to the City of Portsmouth under the American Recovery Plan Act of 2021 (ARPA). Ostensibly, these funds were designated to support the redevelopment of local economies, jobs, and related infrastructure impacted by the COVID-19 pandemic. Localities such as Portsmouth received these funds to be applied according to local governmental discretion to address pandemic-related impacts.

⁹ See, *New Bethel Development, LLC et al. v. Portsmouth City Council*, Case No. CL21-4886 (Portsmouth Cir.Ct.).

agreed to offer Herman Smith a base annual salary of \$195,000.00 to serve as Portsmouth's City Attorney, while simultaneously allowing Smith to continue his representation of Vice Mayor Barnes personally in child support cases;

56. That during the same meeting with your Plaintiff Angel L. Jones, Councilman Battle expressed his dissatisfaction with Police Chief Prince for declining an interview with a local television news reporter, Andy Fox;
57. That Councilman Battle again raised the issue of firing Police Chief Renaldo Prince with your Plaintiff Angel L. Jones, and suggested that Portsmouth Undersheriff Melvin Waters would be a good choice to replace him;
58. That your Plaintiff Angel L. Jones again reminded Councilman Battle that it was unlawful under the City Charter for any member of the City Council to seek to hire or fire any city employee, or to attempt to exercise any influence in that process, which constituted a violation of criminal law and could subject Battle to forfeiture of office. *See, Charter, Section 3.11, supra;*
59. That Councilman Battle concluded the meeting by stating to your Plaintiff Angel L. Jones that "I do not play around on my wife, but if I were single, you would be my type";
60. That your Plaintiff Angel L. Jones was shocked by Councilman Battle's comment and immediately ended that meeting, and immediately shared her concerns about what she had been told by Councilman Battle with Chief Financial Officer Mimi Terry;
61. That on January 19, 2022, Deputy City Manager Robert Baldwin informed your Plaintiff Angel L. Jones that Danny Meeks confided in him that Alvin Keels had taken a loan from Meeks in the amount of \$250,000.00 in order to obtain the City Council's approval for a Use Permit on a parcel of land for development on Greenwood Drive;

62. That according to information provided to your Plaintiff, Angel L. Jones, once Alvin Keels obtained the Use Permit from the City Council and thereby obtain approval for the Greenwood Drive development to go forward, Meeks and Keels would then sell that property to another developer for \$2,000,000.00 and split the profit from that transfer;
63. That upon obtaining approval from the City Council for the Greenwood Drive development parcel, Alvin Keels kept the property for himself, leaving Danny Meeks out of the deal;
64. That following this chain of events, it became evident to your Plaintiff Angel L. Jones that the discussions she previously had with Economic Development Director Robert Moore regarding rumors of potential bribes and a “pay to play” atmosphere of corruption in the City of Portsmouth were likely true;
65. That following this chain of events, your Plaintiff Angel L. Jones engaged with Assistant Economic Development Director Brian Donahue regarding widespread rumors of potential bribes, kickbacks, and a “pay to play” system of corruption in the City of Portsmouth, and learned that such allegations were likely true;
66. That on or about January 22, 2022, your Plaintiff Angel L. Jones was briefed by Portsmouth Police Chief Renaldo Prince concerning a Facebook video posted by a citizen who alleged Vice Mayor Barnes was attempting to extort money in the form of kickbacks from citizens who were applying for ARPA funds;
67. That during the briefing with Police Chief Prince on January 22, 2022, your Plaintiff Angel L. Jones informed the Police Chief about Vice Mayor Barnes’ demand for more ARPA funds to certain non-profit organizations—including his own organization—which appeared to corroborate the Facebook video claims concerning Vice Mayor Barnes’

attempts to obtain kickbacks of ARPA funds;

68. That on the bases of the events described herein, Jones developed substantial cause to believe that systemic corruption amounting to serious crimes and malfeasance were occurring within the City's government, and were being perpetrated by *inter alia* Vice Mayor Barnes, Councilman Whitaker, Councilman Battle and Councilman Woodard, and she duly reported her knowledge concerning these and other similar events to the Portsmouth Police, the Virginia State Police, and the Federal Bureau of Investigation;
69. That throughout this period, your Plaintiff Angel L. Jones continued to perform her duties as City Manager of the City of Portsmouth and received positive overall evaluations of her job performance;
70. That on or about February 22, 2022, Councilman Mark Whitaker called your Plaintiff Angel L. Jones to inform her that his support of her was "waning", ostensibly because your Plaintiff Angel L. Jones was working together with Portsmouth Mayor Shannon Glover on various criminal justice and neighborhood quality issues in the City of Portsmouth;
71. That during this call, Councilman Whitaker scolded your Plaintiff Angel L. Jones, telling her that she should not have attended the City's public safety press conference with Mayor Glover because the majority of city council did not support it¹⁰, and that Jones "needs to realize who's in charge";
72. That shortly after this phone call, on or about February 24, 2022, Councilman Whitaker

¹⁰ Councilman Whitaker was apparently referring to himself, Vice Mayor Barnes, Councilman Battle, and Councilman Woodard as "the majority of the city council" who did not support the Mayor's public safety initiatives or your Plaintiff Angel L. Jones' support of them, notwithstanding a rapidly escalating crime rate, including record-breaking numbers of shootings, murders, and property crimes which were occurring throughout the City on an almost-daily basis.

sent an email to Jones to inform her of a special meeting of the City Council to be held on March 1, 2022, which he, Vice Mayor Barnes, Councilman Battle and Councilman Woodard intended to call to criticize the job performance of Portsmouth Police Chief Renaldo Prince and your Plaintiff Angel L. Jones herself as City Manager;

73. That your Plaintiff Angel L. Jones was informed by the Sheriff of Portsmouth, Michael Moore, that Councilman Whitaker had approached him to ascertain whether he would be interested in assuming the position of Police Chief, which contact violated Sections 3.10 and 3.11 of the Charter;
74. That following public outcry over the rumors of the possible termination of your Plaintiff Angel L. Jones as the City Manager, Councilman Whitaker distributed blank forms to be used by members of the City Council to conduct a performance evaluation of your Plaintiff Angel L. Jones during a closed City Council work session;
75. That on or about March 15, 2022, following a meeting of the Portsmouth Economic Development Authority, Councilman Battle requested to go to lunch with your Plaintiff Angel L. Jones during which he disclosed that Councilman Whitaker, Vice Mayor Barnes, and Councilman Woodard were once again angry with him because he would not vote to terminate Interim City Attorney Burle Stromberg following the March 8, 2022 City Council meeting;
76. That according to the results of the performance evaluation of your Plaintiff, Angel L. Jones, during a subsequent meeting of the City Council on March 29, 2022 (see Exhibit 5), your Plaintiff Angel L. Jones' job performance was rated as an overall score of slightly above average by the City Council¹¹;

¹¹ Jones received average overall ratings of 1.4 and 2.1 (out of a possible 5), "unsatisfactory"

77. That on or about May 5, 2022, your Plaintiff Angel L. Jones received an email from Councilwoman Lisa Lucas-Burke regarding allegations of a “pay to play” environment in the City of Portsmouth;
78. That allegations continued to arise Vice Mayor Barnes and Councilman Woodard were requiring citizens to pay them for information or assistance on matters that were within their duties as member of the City Council and therefore should have been provided without additional cost to the citizens and to the City of Portsmouth;
79. That on or before May 6, 2022, Vice Mayor Barnes approached former Deputy City Manager LaVoris Pace to see if he would be interested in being hired as Portsmouth City Manager to replace your Plaintiff Angel L. Jones, and he suggested that Pace contact Councilman Whitaker to discuss that opportunity;
80. That former Deputy City Manager LaVoris Pace met with Councilman Whitaker at the New Bethel Baptist Church, during which meeting Councilman Whitaker offered LaVoris Pace the job as City Manager of Portsmouth, which Mr. Pace declined;
81. That on or about May 19, 2022, your Plaintiff Angel L. Jones received a call from Councilman Whitaker requesting that she meet with him once again at the New Bethel Baptist Church;
82. That your Plaintiff Angel L. Jones met with Councilman Whitaker at New Bethel Church

ratings from Councilman Battle and Vice Mayor Barnes. Jones received overall ratings of 3.3 and 3.1, “satisfactory”, in Councilman Whitaker’s and Councilman Woodard’s evaluations. By contrast, Jones received ratings of 4.7 in Mayor Glover’s and Councilwoman Lucas-Burke’s average overall ratings, and 4.6 in Councilman Moody’ ratings, indicating that Jones “exceeds expectations” in virtually all rating categories. Jones received an average rating of 3.4 by the City Council overall, a “satisfactory” rating. Significantly, virtually none of the pretexts subsequently offered only weeks later in their *post hoc* efforts to justify Jones’ unexpected termination were identified or articulated in this evaluation by Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, or Councilman Woodard.

as Councilman Whitaker requested, during which meeting Councilman Whitaker informed her that he had enough votes to terminate her employment, and offered your Plaintiff Angel L. Jones the opportunity to submit her resignation in lieu of termination, which she declined to do;

83. That on May 24, 2022, at a regularly scheduled meeting of the Portsmouth City Council, Councilman Whitaker amended the regular meeting agenda to take up a motion to terminate your Plaintiff Angel L. Jones as the Portsmouth City Manager, which vote for termination was then passed 4-3 by the affirmative votes of Councilman Whitaker, Vice Mayor Barnes, Councilman Battle, and Councilman Woodard, with Mayor Glover, Councilwoman Lucas-Burke, and Councilman Moody dissenting;
84. That no cause for termination was articulated in support of the motion made by Councilman Whitaker to terminate your Plaintiff Angel L. Jones;
85. That on June 16, 2022, at the next regular meeting of the Portsmouth City Council three weeks after your Plaintiff Angel L. Jones' termination, Councilman Whitaker, joined by Councilman Battle and Councilman Woodard, made public comments offering *post hoc* justifications for their votes to terminate your Plaintiff Angel L. Jones, including the following:

A. Councilman Whitaker offered a written statement attacking your Plaintiff Angel L. Jones *inter alia* for refusing to offer former Deputy City Manager LaVoris Pace a higher salary to retain him, and for attending a press conference on public safety Mayor Glover attended but which Vice Mayor Barnes, Councilman Whitaker, Councilman Woodard and Councilman Battle declined to attend, and he then accused your Plaintiff Angel L. Jones of failing to attend

meetings of the Economic Development Authority at which a land transfer was approved which Councilman Whitaker deemed unacceptable¹². In this same letter, he lied to deceive the public that Jones regularly missed meetings;

B. Councilman Battle offered comments criticizing your Plaintiff Angel L. Jones for declining to offer former Deputy City Manager LaVoris Pace a higher salary to retain him as Deputy City Manager, although acknowledging that your Plaintiff Angel L. Jones “had the right not to make that decision”;

C. Councilman Battle further criticized your Plaintiff Angel L. Jones for suggesting the use of ARPA funds to support one-time capital infrastructure improvements rather than to give the money away to the public, as Councilman Battle desired;

D. Councilman Woodard offered comments including the admission that “[i]n our meetings together, [your Plaintiff Angel L. Jones and] I talked about potential projects . . . there were some projects that were presented that the City Manager said she talked to the Mayor about and that is illegal . . .”;

86. That Councilman Whitaker’s motion to terminate your Plaintiff Angel L. Jones was not previously discussed with Mayor Glover, Councilwoman Lucas-Burke, or Councilman Moody, who were surprised by and publicly opposed that motion;

¹² The land deal Councilman Whitaker referred to in his comments and letter was initially approved in 2014--*six years before Jones was even hired as City Manager*. Records of the Portsmouth Economic Development Authority (EDA) reflect that your Plaintiff Angel L. Jones attended the meeting on November 16, 2021 at which the EDA took action to amend the sales terms for the parcel sold. The Portsmouth City Manager sits as an *ex officio* member having no vote on the EDA, which functions as an independent authority of the City of Portsmouth. Notably, the members of the EDA are each appointed by the City Council, and include two liaison members of the Portsmouth City Council, Vice Mayor Barnes and Councilman Battle. The record reflects that neither Vice Mayor Barnes nor Councilman Battle attended that meeting.

87. That Councilman Whitaker's motion to terminate your Plaintiff Angel L. Jones on May 25, 2022 came without cause, and took place in a fully public meeting and on live television, for which subsequent *post hoc* justifications were offered in support of that termination on June 16, 2022 which also occurred in a fully public meeting and on live television and at a time when your Plaintiff Angel L. Jones could not respond to such allegations, and was thereby deliberately calculated to subject your Plaintiff Angel L. Jones to public ridicule, humiliation, and embarrassment, and constituted misconduct and allegations by members of the Portsmouth City Council which were intentional and/or reckless, and were outrageous and/or intolerable, and thereby caused and resulted in extreme embarrassment to your Plaintiff Angel L. Jones;
88. That pursuant to your Plaintiff Angel L. Jones' Employment Agreement dated April 9, 2021, the City Council retained the right to terminate your Plaintiff Angel L. Jones' employment as City Manager without cause, which Agreement also required that your Plaintiff Angel L. Jones be provided with certain reasonable notifications surrounding such termination, including the effective date of any such termination date and the manner in which she would receive severance pay for termination without cause which the City was obligated to provide under the terms of that Agreement;
89. That the Agreement entered into by and between the City of Portsmouth and your Plaintiff Angel L. Jones provides that as a condition of her termination without cause, your Plaintiff Angel L. Jones is entitled to receive severance pay consisting of her continued salary for a period of at least six months, together with payment for all accrued annual leave;
90. That the circumstances giving rise to your Plaintiff Angel L. Jones' termination without

cause as Portsmouth's City Manager have resulted in substantial public humiliation and embarrassment to her both personally and professionally, such that your Plaintiff Angel L. Jones has been forced to forego other professional opportunities at significant financial loss and injury to her, and that she has sought and is receiving treatment for anxiety, depression and emotional distress resulting from these egregious circumstances;

COUNT I – WRONGFUL TERMINATION

91. That Plaintiff hereby incorporates paragraphs 1 to 90 by reference as if fully set forth herein;
92. That at all times relevant hereto your Plaintiff Angel L. Jones served as an employee of the City of Portsmouth and served at the pleasure of the Portsmouth City Council, subject to the terms and conditions of, *inter alia*, the Charter and her employment Agreement;
93. That during the course of her employment with the City of Portsmouth, your Plaintiff Angel L. Jones acted diligently and in good faith within the parameters and scope of her authority as the City Manager of Portsmouth in and through *inter alia* her management of all City employees in the various departments, offices, and agencies of the City, and she sought to protect and preserve the autonomy of her office as established by law which was continually under attack by a majority of the Portsmouth City Council, namely Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, and Councilman Woodard;
94. That during her regular personnel evaluation provided by members of the City Council only weeks before her termination, your Plaintiff Angel L. Jones was rated by the City Council overall as performing as "average" in all job categories;
95. That at all times relevant hereto your Plaintiff Angel L. Jones duly reported to and

discussed with the City Council all things required of her in the discharge of her duties as required under the Portsmouth City Charter and the laws of the Commonwealth of Virginia;

96. That at no time prior to her termination without cause or notice was your Plaintiff Angel L. Jones ever officially apprised by the City Council, acting as a body, that her job performance was substandard or was in any way deficient;
97. That beginning in May 2021 your Plaintiff Angel L. Jones received information which caused her to believe that her employment as Portsmouth's City Manager was not based upon her experience or her job performance, but was instead predicated upon whether she was amenable to approve, abet, and acquiesce to requests from Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, and/or Councilman Woodard, which included directions which she believed to be unlawful and contrary to the interests of the citizens and the City of Portsmouth;
98. That Jones was wrongfully and unlawfully terminated from her position as Portsmouth's City Manager because she refused to participate in or acquiesce in illegal activities to occur as described herein, including but not limited to her personnel decision not to retain Deputy City Manager LaVoris Pace; to decline councilmembers' demand for appropriations of public funds to certain organizations which your Plaintiff Angel L. Jones had reason to believe would result in them receiving illegal kickbacks and which would constitute unlawful conflicts of interest; to distribute ARPA funds for public infrastructure improvements rather than to distribute them to individuals and organizations designated by council members; and because she duly reported these and other such activities to appropriate law enforcement agencies when she came to believe

that they were unlawful;

99. That your Plaintiff Angel L. Jones was wrongfully terminated from employment by the Defendant in violation of law and public policy for refusing to engage in or to acquiesce in unlawful and criminal activities, among those described herein. *See, Bowman v. State Bank of Keysville*, 229 Va. 535, 331 S.E.2d 797 (1985); *Mitchem v. Counts*, 259 Va. 179, 523 S.E.2d 246 (2000);
100. That by virtue of the wrongful termination of her employment in violation of law and contrary to public policy, your Plaintiff Angel L. Jones has been injured and damaged by the Defendant, and is entitled to compensatory and expectancy damages including, but not limited to, her loss of earnings and earning potential in the amount of Five Million Dollars (\$5,000,000.00);
101. That by virtue of the wrongful termination of her employment in violation of law and contrary to public policy, your Plaintiff Angel L. Jones is entitled to punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to unlawful and wanton disregard of your Plaintiff's legal rights and duties and lawful authority by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish them for their misconduct and thereby to prevent and deter similar misconduct in the future;
102. *Or alternatively*, in lieu of the compensatory and punitive damages demanded herein, your Plaintiff Angel L. Jones demands the equivalent of two (2) years' of your Plaintiff Angel L. Jones' pre-termination salary and benefits, together with the immediate

resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with their irrevocable stipulations to be incorporated within an Order of this Court that none of them shall ever again stand for election or accept appointment to any public office, so as to protect the citizens and City of Portsmouth;

103. That the Defendant, the City of Portsmouth, by and through the actions of its City Council members as described herein, knowingly and with the intent to harm your Plaintiff Angel L. Jones performed such acts as are complained of herein in such a manner as is forbidden and/or unlawful under Virginia law and/or the Charter and Ordinances of the City of Portsmouth, and as such your Plaintiff Angel L. Jones respectfully demands judgment as against the Defendant, City of Portsmouth, for her wrongful termination in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages, together with punitive damages in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), together with such other relief as the Court may determine to be appropriate under the facts and circumstances of this cause;

Or alternatively, your Plaintiff Angel L. Jones respectfully damages judgment in an amount equivalent to two years' of her pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with the irrevocable stipulation to be incorporated within an Order of this Court that they shall never again stand for election or accept appointment to any public office so as to protect the citizens and City of Portsmouth and to prevent and deter similar misconduct in the future;

COUNT II – BREACH OF CONTRACT

104. That your Plaintiff Angel L. Jones reasserts and incorporated by reference herein paragraphs 1-103, *supra*;
105. That the Defendant offered, and your Plaintiff Angel L. Jones accepted, Defendant's offer of employment as the City Manager for the City of Portsmouth;
106. That your Plaintiff Angel L. Jones signed her "Employment Agreement" on April 9th, 2021, which states, in relevant part, "The Council shall have the right to terminate this Agreement at any time by providing the Employee with written notice setting forth the effective date of termination and paying severance pay...";
107. That at no time was your Plaintiff Angel L. Jones informed by written notice that she was being terminated, nor was she offered any written notice of the effective date of that termination;
108. That instead of any due, legal, and proper notice as required under the Employment Agreement entered into by and between your Plaintiff Angel L. Jones and the City of Portsmouth, your Plaintiff Angel L. Jones was directed to attend a private meeting with Councilman Whitaker at his father's church, New Bethel Baptist Church on Greenwood Drive, where Councilman Whitaker threatened your Plaintiff Angel L. Jones with termination if she did acquiesce in his unlawful demands or otherwise resign as City Manager;
109. That the Employment Agreement signed by the City and your Plaintiff Angel L. Jones further states in relevant part hereto that "in the event of termination of employment by the Council for any reason other than termination for cause, the Employee shall receive severance pay...[which] shall consist of continued salary and already accrued annual

leave up to 352 hours at the Employee's then current rate of compensation...";

110. That the City has breached its employment Agreement with your Plaintiff Angel L. Jones by failing to provide her with the required written notice of her termination as required under the Agreement;
111. That your Plaintiff Angel L. Jones is and has been damaged by the Defendants' breach of contract by, *inter alia*, for failing to give proper notice of termination as spelled out in the Agreement;
112. That your Plaintiff, Angel L. Jones, is entitled to judgment as against the Defendant in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages for its breach of contract with your Plaintiff Angel L. Jones;
113. That by virtue of the Defendant the City of Portsmouth's breach of her contract of employment in violation of law, in bad faith, and contrary to public policy, your Plaintiff Angel Jones is entitled to punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to unlawful and wanton disregard of your Plaintiff's contractual rights and lawful duties and authority by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish them for their misconduct and to prevent and deter similar misconduct in the future;
114. *Or alternatively*, in lieu of the compensatory and punitive damages demanded herein, your Plaintiff Angel L. Jones demands the equivalent of two (2) years' of your Plaintiff Angel L. Jones' pre-termination salary and benefits, together with the immediate

resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with their irrevocable stipulations to be incorporated within an Order of this Court that none of them shall ever again stand for election or accept appointment to any public office, so as to protect the citizens and City of Portsmouth;

115. That your Plaintiff Angel L. Jones, respectfully demands judgment as against the Defendant, in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages for the Defendant's breach of contract as described herein, together with punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to unlawful and wanton disregard of your Plaintiff's rights and duties by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish them for their misconduct and to prevent and deter similar misconduct in the future;

Or alternatively, your Plaintiff Angel L. Jones respectfully damages judgment in an amount equivalent to two years' of her pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with the irrevocable stipulation to be incorporated within an Order of this Court that they shall never again stand for election or accept appointment to any public office so as to protect the citizens and City of Portsmouth and to prevent and deter similar misconduct in the future;

COUNT III - FRAUD IN THE INDUCEMENT

116. That your Plaintiff Angel L. Jones reasserts and incorporates by reference herein paragraphs 1-115, *supra*;
117. That the Defendant represented to your Plaintiff Angel L. Jones that as required by law, her duties and authority as City Manager would be to manage the City of Portsmouth's day-to-day operations, to appoint and manage all employees in all departments, offices, and agencies of the city, and to see that all laws and ordinances were enforced according to law and sound public policy;
118. That these representations induced your Plaintiff Angel L. Jones to accept the job as Portsmouth's City Manager and to enter into the Employment Agreement with the Defendant;
119. That it became apparent to your Plaintiff Angel L. Jones during the course of her employment those certain members of the Portsmouth City Council, who are each and together duly elected representatives of the Defendant, sought to overrule, usurp and undermine the lawful authority vested in your Plaintiff Angel L. Jones in her capacity as Portsmouth City Manager, and thereby those certain members of the Portsmouth City Council sought to manage the City's day-to-day operations, to dictate those whom they desired to appoint as employees of various departments, to aid and abet their schemes to obtain kickbacks, incentives, and to divert public funds and resources to their personal use and control, and to acquiesce in and to permit them to perpetrate illegal misconduct;
120. That as described herein, the misconduct of Vice Mayor Barnes, Councilman Whitaker, Councilman Battle and Councilman Woodard in hiring your Plaintiff Angel L. Jones as Portsmouth City Manager without the intention in good faith to facilitate her ability to

lawfully and effectively serve the interests of the citizens and the City of Portsmouth constitutes fraud in inducing her to enter into that contract of employment;

121. That had your Plaintiff Angel L. Jones known the true intentions as described herein of those certain members of the Portsmouth City Council in seeking to hire her as Portsmouth City Manager she never would have agreed to accept that position, and in so doing to forego other ongoing and future professional career opportunities, and to relocate to the City of Portsmouth for the purpose of accepting that position, all to her prejudice and injury;
121. That your Plaintiff, Angel L. Jones, is entitled to judgment as against the Defendant in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages for the Defendant's fraudulent inducement to enter her contract of employment as described herein;
122. That by virtue of the Defendant the City of Portsmouth's fraudulent inducement to enter into a contract of employment in violation of law, in bad faith, and contrary to public policy, your Plaintiff Angel L. Jones is entitled to punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to unlawful and wanton disregard of your Plaintiff's contractual rights and lawful duties and authority by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish them for their misconduct and to prevent and deter similar such misconduct in the future;
123. *Or alternatively*, in lieu of the compensatory and punitive damages demanded herein,

your Plaintiff Angel L. Jones demands the equivalent of two (2) years' of your Plaintiff Angel L. Jones' pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with their irrevocable stipulations to be incorporated within an Order of this Court that none of them shall ever again stand for election or accept appointment to any public office, so as to protect the citizens and City of Portsmouth;

123. That your Plaintiff Angel L. Jones, respectfully demands judgment as against the Defendant, in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages for the Defendant's fraudulent inducement to enter her contract of employment as described herein; together with punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice and unlawful misconduct displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to the fraudulent inducement of your Plaintiff Angel L. Jones to enter in the Employment Agreement with the City of Portsmouth by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish the City of Portsmouth for their actions and to prevent and deter similar such misconduct in the future;

Or alternatively, your Plaintiff Angel L. Jones respectfully damages judgment in an amount equivalent to two years' of her pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with the

irrevocable stipulation to be incorporated within an Order of this Court that they shall never again stand for election or accept appointment to any public office so as to protect the citizens and City of Portsmouth and to prevent and deter similar misconduct in the future;

COUNT IV - INTENTIONAL INFLICTION OF EMOTION DISTRESS

124. That your Plaintiff Angel L. Jones reasserts and incorporates by reference herein paragraphs 1-123, *supra*;
125. That as described herein, the misconduct of Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, and Councilman Woodard, individually and collectively, was intentional, willful, wanton and/or reckless;
126. That as described herein, the misconduct of Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, and Councilman Woodard, individually and collectively, was outrageous and/or intolerable;
127. That the misconduct of the Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, and Councilman Woodard, individually and collectively, willfully, wantonly, reckless, outrageously, and/or intolerably subjected your Plaintiff Angel L. Jones to severe and sustained public humiliation and ridicule without lawful purpose or justification;
128. That the misconduct of the Vice Mayor Barnes, Councilman Whitaker, Councilman Battle, and Councilman Woodard, individually and collectively, directly and proximately caused your Plaintiff Angel L. Jones to suffer severe and enduring emotional distress for which she has been required to seek medical treatment, and for which she will likely be

required to seek medical treatment in the future;

129. That your Plaintiff, Angel L. Jones, is entitled to judgment as against the Defendant in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages for the Defendant's intentional infliction of emotional distress upon her as described herein,
130. That by virtue of the Defendant the City of Portsmouth's wanton, gross, and intentional, infliction of emotional distress upon her in violation of law, in bad faith, and contrary to public policy, your Plaintiff Angel L. Jones is entitled to punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to unlawful and wanton disregard of your Plaintiff's contractual rights and lawful duties and authority by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish them for their misconduct and to prevent and deter similar such misconduct in the future;
131. *Or alternatively*, in lieu of the compensatory and punitive damages demanded herein, your Plaintiff Angel L. Jones demands the equivalent of two (2) years' of your Plaintiff Angel L. Jones' pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with their irrevocable stipulations to be incorporated within an Order of this Court that none of them shall ever again stand for election or accept appointment to any public office, so as to protect the citizens and City of Portsmouth;
132. That your Plaintiff Angel L. Jones, respectfully demands judgment as against the

Defendant, in the amount of Five Million Dollars (\$5,000,000.00) in compensatory damages for the Defendant's willful, wanton, wrongful and intentional infliction of emotional distress upon her as described herein; together with punitive damages against the City in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) arising from the actual malice displayed toward your Plaintiff Angel L. Jones, and/or the circumstances amounting to unlawful and wanton disregard of your Plaintiff's contractual rights and lawful duties and authority by and through the misconduct of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, and thereby to punish the City of Portsmouth for their actions and to prevent and deter similar such misconduct in the future;

Or alternatively, your Plaintiff Angel L. Jones respectfully demands judgment in an amount equivalent to two years' of her pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with the irrevocable stipulation to be incorporated within an Order of this Court that they shall never again stand for election or accept appointment to any public office so as to protect the citizens and City of Portsmouth and to prevent and deter similar misconduct in the future;

WHEREFORE, on the bases of the foregoing, your Plaintiff Angel L. Jones respectfully prays for judgment as against the Defendant, the City of Portsmouth, as set forth in this Complaint herein above, as follows:

- A. General and compensatory damages as demanded herein as may be proved at trial in the total amount of Five Million Dollars (\$5,000,000.00);


- B. Punitive damage for the Defendant the City of Portsmouth's unlawful, gross, and wanton behavior as may be proved at trial in the total amount of Three Hundred Fifty Thousand Dollars (\$350,000.00);
- C. *Or alternatively*, in lieu of the compensatory and punitive damages demanded herein, your Plaintiff Angel L. Jones demands the equivalent of two (2) years' of your Plaintiff Angel L. Jones' pre-termination salary and benefits, together with the immediate resignations of Vice Mayor DeAndre Barnes, Councilman Mark Whitaker, Councilman Paul Battle, and Councilman Christopher Woodard, with their irrevocable stipulations to be incorporated within an Order of this Court that none of them shall ever again stand for election or accept appointment to any public office, so as to protect the citizens and City of Portsmouth and to deter and prevent similar conduct in the future;
- C. Your Plaintiff Angel L. Jones' costs, expenses, and attorneys' fees as she will have expended in this cause; and
- D. Such other further relief and remedies as this Court may deem to be just and equitable under such facts of this matter as may be proved at trial.

TRIAL BY JURY IS HEREBY RESPECTFULLY DEMANDED.

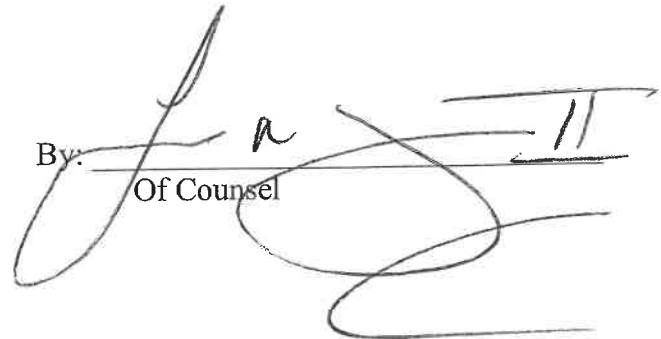
Dated October 17th, 2022.

Respectfully submitted:

ANGEL L. JONES

By. 
Of Counsel

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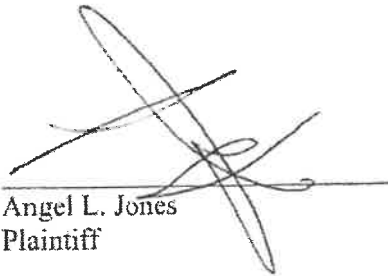
By:  a
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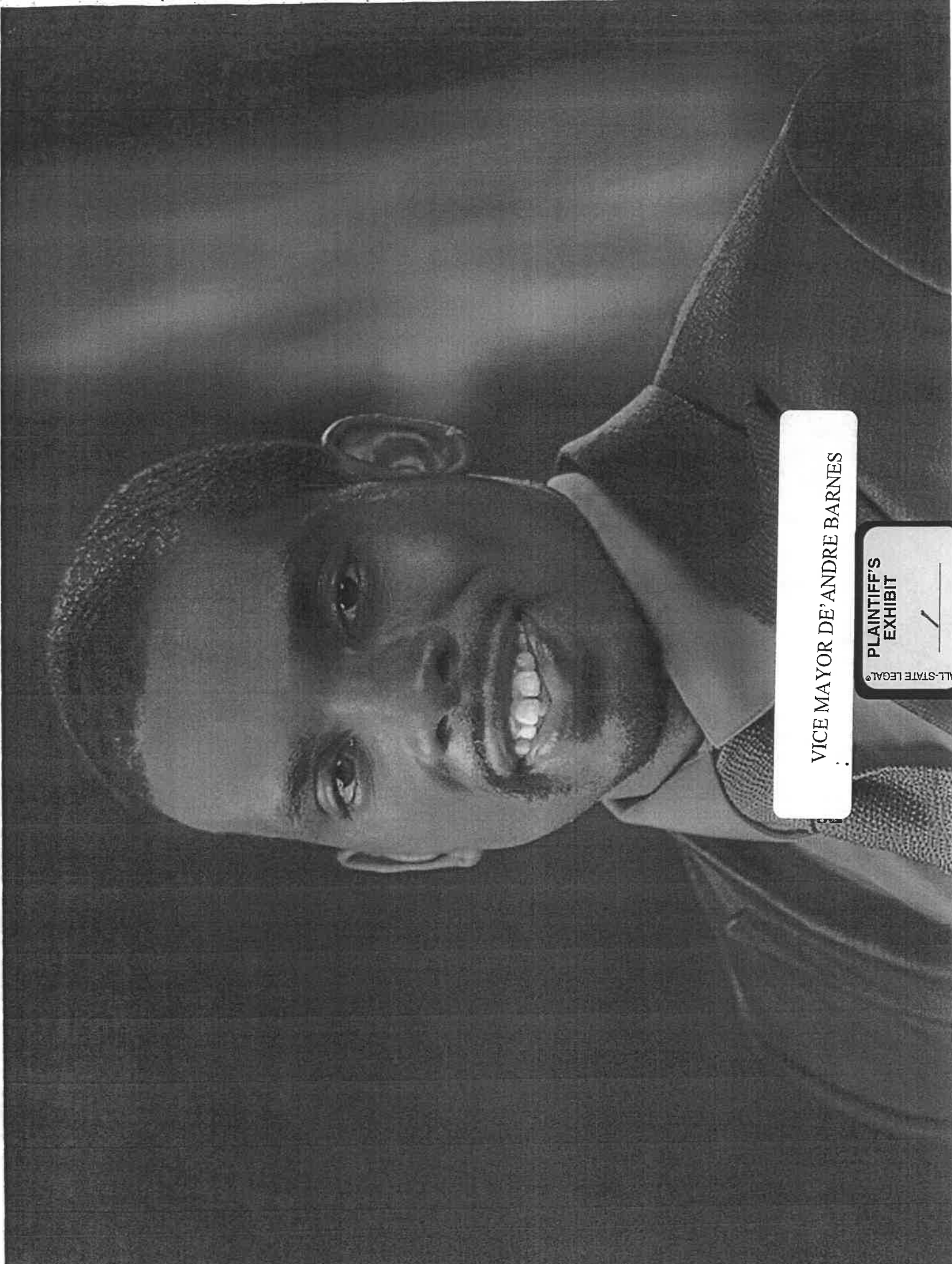
VERIFICATION

I verify that the foregoing Verified Complaint is true and correct to the best of my knowledge and belief.

October 17th, 2022.



Angel L. Jones
Plaintiff



VICE MAYOR DE'ANDRE BARNES

ALL-STATE LEGAL®

PLAINTIFF'S EXHIBIT

1



COUNCILMAN MARK WHITAKER

ALL-STATE LEGAL®
PLAINTIFFS
EXHIBIT
4

Whitaker

COUNCILMAN CHRISTOPHER WOODARD

PLAINTIFF'S
EXHIBIT

3

ALL-STATE LEGAL®

ALL-STATE LEGAL®
PLAINTIFFS
EXHIBIT
2

COUNCILMAN PAUL BATTLE



CITY MANAGER ANGEL JONES - SUMMARY EVALUATION - 4/12/21 - 3/8/22

1. INDIVIDUAL CHARACTERISTICS

Diligent and thorough in the discharge of duties, "self-starter"
 Exercises good judgment
 Displays enthusiasm, cooperation, and will to adapt
 Mental and physical stamina appropriate for the position
 Exhibits composure, appearance and attitude appropriate for executive position

CATEGORY TOTAL

Mayor Glover	Vec- Mayor Barnes	Councilman Bastie	Councilwoman Lucas-Burke	Councilman Moody	Councilman Whitaker	Councilman Woodard	Category Average	City Manager Jones
5	3	1	4	5	2	3	5	5
5	2	1	5	4	3	3	4	4
5	2	1	5	4	2	4	4	5
5	2	2	4	5	5	4	4	5
25	11	7	23	23	14	18	23	23
5	2.2	1.4	4.6	4.6	2.8	3.6	3.457143	4.6

2. PROFESSIONAL SKILLS AND STATUS

Maintains knowledge of current developments affecting the practice of local government management
 Demonstrates a capacity for innovation and creativity
 Anticipates and analyzes problems to develop effective approaches for solving them
 Willing to try new ideas proposed by governing body members and/or staff
 Sets a professional example by handling affairs of the public office in a fair and impartial manner

CATEGORY TOTAL

4	2	1	4	4	3	3	4	4
5	1	3	5	4	2	2	4	4
5	1	1	5	4	2	3	5	5
5	2	1	5	4	4	2	5	5
5	2	1	5	4	3	4	5	5
24	8	7	24	20	14	14	23	23
4.3	1.6	1.4	4.6	4	2.8	2.8	3.171429	4.6

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

Carries out directives of the body as a whole as opposed to those of any one member or minority group
 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
 Disseminates complete and accurate information equally to all members in a timely manner
 Assists by facilitating decision making without usurping authority
 Responds well to requests, advice, and constructive criticism

CATEGORY TOTAL

4	1	0	4	5	2	2	3	3
5	2	1	5	5	3	3	4	4
5	1	0	4	5	2	3	4	4
5	2	0	5	5	2	4	5	5
5	3	1	5	5	3	5	5	5
24	9	2	23	25	12	18	21	21
4.8	1.0	0.4	4.6	5	2.6	3.6	3.228571	4.2

4. POLICY EXECUTION

Implements governing body actions in accordance with the intent of council
 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
 Understands, supports, and enforces local government's laws, policies, and ordinances
 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

CATEGORY TOTAL

5	2	1	5	5	2	2	4	4
5	2	1	5	5	2	2	5	5
5	3	1	5	5	5	4	3	3
4	3	1	5	4	4	3	4	4
5	3	1	4	5	3	1	4	4
24	13	5	24	24	16	12	20	20
4.8	2.6	1	4.3	4.8	5.2	2.4	3.971429	4

5. REPORTING

Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
 Responds in a timely manner to requests from the governing body for special reports
 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

CATEGORY TOTAL

4	3	1	4	5	4	3	5	5
5	2	1	5	5	4	3	5	5
5	2	1	4	5	4	3	5	5
5	2	2	5	5	4	5	5	5
5	2	1	5	5	4	4	5	5
24	11	6	23	25	20	18	25	25
4.3	2.2	1.3	4.6	5	4	5.0	3.628571	5

PLAINTIFF'S EXHIBIT

5

ALL-STATE LEGAL

6. CITIZEN RELATIONS
 Responsive to requests from citizens 5 3 2 5 5 4 5 5
 Demonstrates a dedication to service to the community and its citizens 5 3 2 5 5 3 5 5
 Maintains a nonpartisan approach in dealing with the news media 5 3 1 5 5 3 5 5
 Meets with and listens to members of the community to discuss their concerns 5 3 2 4 4 4 4 5
 to understand their interests 5 3 3 5 5 2 1 5
 Gives an appropriate effort to maintain citizen satisfaction with city services 25 15 10 24 25 21 15 25
CATEGORY TOTAL 5 3 2 4.8 5 4.2 3 3.857143

7. STAFFING
 Recruits and retains competent personnel for staff positions 4 1 1 4 4 4 3 4
 Appies an appropriate level of supervision to improve any areas of substandard performance 4 1 1 4 4 2 2 5
 Stays accurately informed and appropriately concerned about employee relations 4 1 2 4 4 2 2 5
 Professionally manages the compensation and benefits plan 4 3 2 5 5 4 3 5
 Promotes training and development opportunities for employees at all levels of the organization 4 2 2 5 5 4 3 5
CATEGORY TOTAL 20 8 8 22 25 13 13 24
 3.257143 4.8

8. SUPERVISION
 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communications to the staff 4 3 2 5 3 3 3 5
 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level 4 1 2 5 3 3 2 5
 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office 4 2 3 5 3 3 2 5
 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback 4 1 2 4 3 3 3 5
 Encourages teamwork, innovation, and effective problem-solving among the staff members 4 1 3 5 3 3 3 5
CATEGORY TOTAL 20 8 12 24 15 12 13 25
 1 1.6 2.4 4.11 3 2.6 3.057143 3

9. FISCAL MANAGEMENT
 Prepares a balanced budget to provide services at a level directed by City Council 4 2 3 4 5 4 4 5
 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively 5 2 2 5 5 3 4 5
 Prepares a budget and budgetary recommendations in an intelligent and accessible format 5 2 2 4 5 4 5 5
 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability 5 3 1 5 5 4 4 5
 Appropriately monitors and manages fiscal activities of the organization 5 3 1 5 5 3 3 5
CATEGORY TOTAL 24 12 9 23 25 20 20 25
 4.8 2.4 1.8 4.6 5 4 3.3 5

10. COMMUNITY
 Shares responsibility for addressing the difficult issues facing the city 5 1 1 5 5 3 2 5
 Avoids unnecessary controversy 5 1 1 5 5 2 5 5
 Cooperates with neighboring communities 5 3 2 5 5 4 4 5
 Helps the council address future needs and develop adequate plans to address long term trends 5 1 2 5 5 3 3 5
 Cooperates with other regional, state and federal government agencies 5 3 2 5 5 3 3 5
CATEGORY TOTAL 25 9 8 25 25 15 17 25
 3.542857 3

TOTAL CATEGORY SCORE 67 20.3 14.5 37 41.4 33 31.6 64.17142