

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS  
\_\_\_\_\_ DIVISION

DR. MATTHEW A. WENDT

PLAINTIFF

VS.

CASE NO. \_\_\_\_\_

SHAE LYNN NEWMAN

DEFENDANT

COMPLAINT

Comes now the Plaintiff, Dr. Mathew A. Wendt, by and through counsel, Randy Coleman, P. A., and for his Complaint against the Defendant, Shae Lynn Newman, alleges and states:

Parties, Jurisdiction and Venue

1. At all times mentioned herein, Plaintiff was and is a citizen and resident of Washington County, Arkansas.
2. At all times mentioned herein, Defendant was and is a citizen and resident of Washington County, Arkansas. Service of process on the Defendant is proper in Washington County, Arkansas.
3. At all times mentioned herein, Defendant's agent, Suzanne G. Clark ("Clark") was and is a citizen and resident of Washington County, Arkansas, and was acting within the course and scope of her agency for Defendant. At all times mentioned herein, Defendant ratified and affirmed the acts of Clark.
4. At all times mentioned here, the Fayetteville Public School District ("FPS") was and is an incorporated public school district with its principal place of business in Washington County, Arkansas and was Plaintiff's contracted employer.
5. All acts complained of herein occurred in Washington County, Arkansas.
6. Jurisdiction and venue are proper in this Court.

## Facts

7. By a contract dated January 28, 2016 and commencing on July 1, 2016, until on or about June 18, 2018, Plaintiff was the contracted superintendent in the employment of the FPS. A copy of the Plaintiff's most recent Amended and Restated Superintendent Contract of Employment dated January 25, 2018 is attached hereto as **Exhibit A** and incorporated herein by reference (the "Contract").

8. Defendant and Clark knew of the existence of the Contract.

9. In August 2017, shortly before the start of the 2017 – 2018 school year, Defendant resigned as a Third Grade teacher with the FPS. She chose to make immediate application for the lower paying vacant central administrative office receptionist position. Other members of Plaintiff's staff interviewed defendant. Plaintiff did not interview or participate in Defendant's hiring process. She began her duties days later. Plaintiff had no personal involvement with the Defendant at this point in time.

10. Subsequently over time, Plaintiff and Defendant mutually developed a relationship, which ultimately became more personal. At no time in the relationship was there any personal coercion, pressure, force, threats, duress or intimidation applied to Defendant by Plaintiff. At no time did Plaintiff exert or threaten any such influences or job action in any way related to Defendant's employment with FPS. Plaintiff never promised Defendant a job as quid pro quo, nor did he threaten Defendant's job or her husband's job with FPS.

11. On March 14, 2018, Plaintiff was advised by Chris Lawson, General Counsel for FPS ("Lawson") that a Fayetteville lawyer had informed the FPS President of the Board of Education, Justin Eichmann, of a claim of sexual harassment by Plaintiff involving

another FPS employee. Plaintiff learned that the employee was Defendant and the agent/attorney was Clark.

12. At the instruction of FPS, Lawson promptly conducted an investigation (the “Investigation”). Plaintiff cooperated fully and openly with the Investigation and provided all phone records, text messages and other information at his disposal.

13. Included in the Investigation was a three-hour conference by Lawson with Clark. According to Clark’s letter to Lawson dated March 20, 2018, at that conference Defendant by Clark presented Lawson with a general report, text messages and recordings purporting to support the harassment claim. In that letter, Clark seemingly advocated the FPS should promptly place Plaintiff on administrative leave. A copy of the Clark letter is attached hereto as **Exhibit B** and incorporated herein by reference.

14. During the course of the Investigation, Plaintiff provided to Lawson text messages with the Defendant. Lawson obtained FPS security camera recordings along with witness statements based on security camera recordings from independent sources and multiple eye-witness statements.

15. At the end of the Investigation, Lawson concluded that there was no basis for a sexual harassment claim and that no action be taken. It is Plaintiff’s information and belief that Lawson communicated this conclusion to FPS Board Members.

16. On March 30, 2018, Lawson met with Clark and Plaintiff’s then attorney. In that meeting, Lawson shared with Clark information that had been obtained in the Investigation, including information provided by Plaintiff. Lawson advised Clark that the Investigation determined that there was no basis for Defendant’s sexual harassment claim

or a violation to Title VII. At this time, FPS had taken no adverse job action against Plaintiff related to the Contract.

17. In reaction to Lawson's presentation and on April 2, 2018 with the knowledge and information obtained by her in the March 30, 2018 meeting, Clark sent a letter to Lawson, a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference. In the letter, Clark expressed surprise that FPS had not terminated Plaintiff. Clark stated, "I confess that I had expected the District to terminate Dr. Wendt or give him the option to resign shortly after you were provided with the binder of text messages." However, Clark failed to include in the April 2, 2018 letter any of the information from the Investigation provided to her by Lawson on March 30, 2018. Clark copied Defendant on this letter.

18. In the April 2, 2018 letter, Defendant and Clark acknowledged that there was a legal forum available to Defendant in which to confidentially present and seek redress for any alleged wrongful conduct by the Plaintiff, no matter how ill founded, in the form of an EEOC complaint. Clark stated, "I will be filing a complaint with the EEOC." To April 2, 2017, this matter had appropriately been confidential for all parties. Defendant dramatically changed that circumstance of confidentiality and privacy. On April 5, 2018, Defendant and Clark distributed the April 2, 2018 letter to the public and press in the form of a release to *Northwest Arkansas Democrat-Gazette*. See **Exhibit D** attached hereto and incorporated herein by reference. In this process and while Defendant concealed her own identity, Plaintiff's identity was publically disclosed along with the Defendant's expectation that FPS would have previously terminated Plaintiff. Immediately, upon the public distribution and publication of the April 2, 2018 letter, FPS

took an adverse job action against Plaintiff and suspended him from his employment.

19. The Defendant's efforts by and through Clark to secure the FPS termination of Plaintiff continued with her press release of June 14, 2018, a copy of which is attached hereto as **Exhibit E** and incorporated herein by reference. As correctly observed in Defendant's press release, this matter was properly a contract matter between Plaintiff and FPS. However, the Defendant was not content to respect the relationship between Plaintiff and FPS. Defendant intentionally and wrongfully interfered with Plaintiff's employment Contract with FPS. Instead of seeking a remedy in a proper legal forum, Defendant and Clark elected to descend upon Plaintiff in a wholly destructive fashion. This effort was based upon a false premise of sexual harassment. The acts of Defendant and Clark obtained no legal remedy for the Defendant but only the objective and purpose to ruin Plaintiff – mission accomplished. FPS promptly terminated Plaintiff's employment on June 18, 2018.

20. The materials provided to Lawson and the public by Defendant and Clark, were engineered by Defendant to present a completely inaccurate and false picture of the relationship between Plaintiff and Defendant in order to create the impression of force and coercion where there was none. In the course of the Investigation, Lawson obtained a statement from another FPS employee in which the Defendant disclosed that she had originally met with Clark in early February 2018 and that Clark had taken the case for "free" and "coached" and "directed" Defendant on ways to "bait" Plaintiff and "get more on Dr. Wendt." Lawson disclosed this information to Clark in the March 30, 2018 meeting.

21. In the Investigation, Lawson obtained witness statements verifying independent security camera recordings from third parties that refute claims of force and coercion by Plaintiff upon Defendant in public places. Other FPS security camera recordings clearly display Defendant as excited to see and visit with Plaintiff in the office and not forced or coerced. On other occasions, Defendant can be seen actively soliciting Plaintiff's presence and attention in the office.

22. The Investigation reflects that over the course of time, Defendant solicited financial assistance from the Plaintiff to assist in the care of her children by allowing Plaintiff to end employment efforts with two other jobs. Plaintiff routinely provided such financial assistance in the range of \$500.00 to \$600.00 per month. In fact on February 27, 2018, Defendant accepted the sum of \$4,000.00 in cash from the Plaintiff. FPS security camera recordings recorded the delivery of these funds by Plaintiff to Defendant.

23. In the Investigation, Lawson obtained security camera recordings in which Defendant appears to use her cell phone and her FPS computer to edit text messages. Defendant has alleged to FPS and made public certain selected messages and failed to disclose others to create the false impression of a coerced relationship and one involving sexual harassment.

24. As examples of those text messages obtained from Plaintiff and referenced by Lawson to Clark on March 30, 2018 but not disclosed by the Defendant:

Dates: October – December:

- *"I'm not sure what it is... sometimes I think... If something is to good to be true it probably is. I do feel/know that you are a brilliant/handsome man."*

- *“Your a brilliant n handsome man. I'm sure you already know that though. :-)”*
- *“If I could live my life over again I would choose you to be my first everything :)”*
- *“I don't mean to have so much impact on you. I'm sorry. I know you have more important things”*
- *“The navy is out. Bootcamp changed to 14 weeks n he doesn't want to do that.”*
- *“Speaking of wow... it's nice to know it's that easy for you to let go....”*

Dates: January – March:

- *“Just finished running, getting in the bathtub, when I get out I have homework to work on with Mak. I would love to talk in person or on the phone. It's much better than texting.”*
- *“Reasons I like matt: He's cute, He's responsible, He's smart, He listens, I enjoy his company, We laugh together. He can talk my anxiety down, He likes me for who I really am”*
- *“... my life will be less stress... when I am not in this marriage. Which will happen.”*
- *“I can go to lunch anytime from when Martha gets back until 4.”*
- *“Lunch tomorrow will work. :-)”*
- *“I wanted more than anything to work part-time, volunteer, travel with you, let go of some responsibilities, take care of my babies and you, dress up and be by your side for events”*
- *“I hate how it turned out as much as you do”*

On March 6, 2018, during an evening meeting and dinner with two high school teachers and officers of the Fayetteville Education Association at Theo's Restaurant in Fayetteville, Defendant sent an unsolicited text message to Plaintiff with a picture of a

waterfall labeled, “Thailand” printed at the top of the picture. Defendant texted the picture to Plaintiff with the following caption: “*Honeymoon or vacation?*” This was a mere eight (8) days prior to the initial sexual harassment allegations against Plaintiff served on the FPS.

25. The following text messages were received by Plaintiff from Defendant in the months of January and February 2018 and provided to Lawson by Plaintiff. These texts demonstrate the manner in which Defendant would say one thing on one day; another on a different day; and communicate that Plaintiff should not text her, but shortly after (often that evening or the next day) Defendant would text to Plaintiff and communicate something entirely different. FPS terminated Plaintiff under the Sexual Harassment Policy 4180 in part because of language allegedly used by Plaintiff. The communications from Defendant to Plaintiff are laced with vulgarity throughout her texts as follows:

- *One Day: “Matthew. Matthew. Matthew. Get up here!”*
- *Next Day: “Stop. Don’t text or call me. Ever.”*
  
- *One Day: “You’ve known I wanted a divorce.”*
- *Next Day: “F- - - you!”*
  
- *One Day: “Thank you. You didn’t need to do that.”*
- *Next Day: “Stop. I’m not going to text you ever again.”*
  
- *One Day: “I can go to lunch. Its not like I’ll be eating...☺ ”*
- *Next Day: “Shut the f - - - up!”*
  
- *One Day: “I do think we care for each other.”*
- *Next Day: “... you are like all men I hate... go suck ass!”*

Defendant chose to allege to FPS and make public only one phase of the communications.

26. Also contained in the Investigation was a hand written note on the windshield of Plaintiff's auto by Defendant. The note read "best Christmas and birthday ever!! Can't wait to see you!" A copy is attached hereto as **Exhibit F** and incorporated herein by reference.

27. Other information from the Investigation that rebut Defendant's claims of force, coercion and harassment: (a) Lawson obtained security camera recordings in which Defendant receives flowers and a grocery paper sack from a school board member intended for Plaintiff. After watching the board member leave the office, Defendant appears to remove an envelope, opens the envelope, removes the card/note from inside the envelope and reads it, although the envelope was addressed to Plaintiff. After reading the board member's hand-written message to Plaintiff, Defendant uses her personal cell phone to take a picture of the hand-written note; (b) Defendant texted family pictures to Plaintiff, including pictures of her mother, sisters, children, nieces, and nephews. Defendant sent Plaintiff picture of her deceased father who passed in a tragic drowning accident when Defendant was at or around 3 years old; (c) Defendant accepted gifts, including two pair of shoes for her son's birthday. Defendant informed Plaintiff that she wished Plaintiff could attend the planned birthday party. Security camera recordings as part of the Investigation displays presents were wrapped, and other preparations were made while at the office. These gifts were in addition to the additional apparel made available to the Defendant by Plaintiff; (d) Defendant purchased a Yeti mug, requested the mug be custom designed with KC Chiefs logo and colors, and presented it to Plaintiff as a gift. From October through March, additional gifts were provided to Plaintiff by Defendant, including bottles of wine, bags of popcorn, food, and drinks often with

personal notes attached; (e) Defendant requested financial assistance from Plaintiff for her sister on multiple occasions. Plaintiff paid for towing a vehicle and the retrieval of a vehicle from having been impounded; and (f) Defendant received and accepted new tires for her personal vehicle, meals and other in-kind gifts from Plaintiff.

#### Cause of Action and Damages

28. Plaintiff realleges all material allegations of paragraphs 1 through 27 herein.

29. Plaintiff had valid contract or business expectancy; Defendant knew of the contract or business expectancy; Defendant intentionally and improperly, without privilege, interfered with and induced or caused the disruption or termination of the contract or business expectancy; and the interference, disruption or termination proximately damaged Plaintiff.

30. As a proximate result of the wrongful conduct of Defendant, Plaintiff has been terminated from his employment Contract in **Exhibit A**. Plaintiff has lost his annual base compensation of \$231,080.00 for three (3) years together with compensation incentives and contract benefits over that period of time. This compensation and benefits include salary, retirement contribution, longevity pay, life insurance, health insurance, dental insurance, and auto lease. Plaintiff has been damaged in an amount of not less than \$850,000.00.

31. Additionally, Plaintiff has been damaged in the marketplace for his services with other potential employers. Plaintiff has attempted to mitigate his damages by seeking the same or similar employment. However, Plaintiff has applied for and received over sixty-five (65) employment rejections. Plaintiff even applied for a job selling cars and was

declined.

32. Plaintiff should have of and recover from Defendant judgment in an amount in excess of Federal jurisdictional limits as determined by the trier of fact.

33. Plaintiff demands a jury trial on all eligible issues.

WHEREFORE, Plaintiff, Dr. Matthew A. Wendt, prays that he be awarded judgment against Defendant, Shae Lynn Newman in an amount as determined by the trier of fact in excess of Federal jurisdictional limits, for pre and post judgment interest thereon at the maximum rate allowed by law, for attorneys' fees and costs herein expended and for all other proper relief.

Respectfully submitted,

/s/ Randy Coleman

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