

1

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

MIDDLESEX, SS.
DEPARTMENT

SUPERIOR COURT

MIDDLESEX DIVISION
CIVIL ACTION NO.

Annabelle Feliz

Plaintiff,

v.

Malden Public Schools

Defendant.

) 26-2119
)
)
)
)
)
)
)

8/10/2026

RECEIVED

COMPLAINT AND JURY DEMAND

Plaintiff Annabelle Feliz, by and through her attorney, Rosa Lee Klaneski, Esq.
brings this action against Defendant Malden Public Schools.

PARTIES

1. Plaintiff Annabelle Feliz ("Plaintiff") is an individual residing at 145 Stevens Street, City of Revere, County of Suffolk, Commonwealth of Massachusetts.
2. Upon information and belief, Defendant Malden Public Schools ("Defendant") is a public school district with its usual place of business at 110 Pleasant Street, City of Malden, County of Middlesex, Commonwealth of Massachusetts.

JURISDICTION AND VENUE

3. This action is brought in the Middlesex Superior Court. The Court has subject matter jurisdiction pursuant to M.G.L. c. 212, § 3.

4. The Court has personal jurisdiction over Defendant Malden Public Schools pursuant to M.G.L. c. 223A, § 2, as Malden Public Schools is a public school district with its principal place of business in Massachusetts, specifically located at 110 Pleasant Street, Malden, MA 02148, within Middlesex County.

5. Venue is proper in Middlesex County, Massachusetts, pursuant to M.G.L. c. 223, § 1, because the events and omissions giving rise to Plaintiff's claims occurred in Middlesex County, including Plaintiff's employment at Linden School and Beebe School, both located in Malden, Massachusetts, and the actions and decisions of Defendant Malden Public Schools were made and carried out in Middlesex County.

STATEMENT OF FACTS

6. Plaintiff was hired as Site Coordinator for the Malden Public Schools Out-of-School Time Program (MOST) at Linden School, with a start date of October 23, 2025.

7. Plaintiff's position was located at Linden School in the Afterschool Program.

8. Plaintiff's annual salary was \$41,126.50 for 195 days at 6 hours per day, totaling 1,170 hours, with an hourly rate of \$35.15.

9. Plaintiff's bi-weekly pay was \$1,958.40, with the annual salary divided into 21 pay periods.

10. Plaintiff's regular schedule was 30 hours per week on school days, from 12:30 p.m. to 6:30 p.m., Monday through Friday.

11. Plaintiff was eligible for health and dental insurance and received 10 sick days per year, pro-rated to 8 sick days due to the late start.

12. Plaintiff's employment was terminated by Defendant effective February 26, 2026.

13. Defendant required Plaintiff to return her ID badge, closet key, MOST cell phone, and laptop directly to Jennie McGoldrick, MOST Director.

14. Plaintiff's last date of employment was February 27, 2026.

15. Plaintiff received her last paycheck on February 20, 2026.

16. Plaintiff's pay advice for the pay period February 7, 2026, to February 20, 2026, shows a total gross pay of \$1,958.40 and net pay of \$1,548.34.

17. Plaintiff's year-to-date gross pay as of February 20, 2026, was \$7,833.60.

18. Plaintiff requested all of her pay stubs from Defendant's Human Resources department on April 23, 2026.

19. Plaintiff stated in her request that it appeared she was missing her last paycheck.

20. Defendant's Human Resources department responded on April 24, 2026, instructing Plaintiff to access her pay stubs online through EmployeeForward.

21. Plaintiff's account was last accessed on April 6, 2026.

22. Plaintiff calculated that she was owed \$843.60, based on a rate of \$35.15 multiplied by 24 hours.

23. Plaintiff's position required her to supervise staff and ensure compliance with safety and reporting requirements at the Linden School Afterschool Program.

24. From November 2025 through her termination, staff at the MOST Afterschool Program regularly called out, causing the program to fail to meet the 1-to-10 adult-to-student ratio required by 606 CMR 7.00.

25. Staff at the MOST Afterschool Program refused to provide incident reports, written or otherwise, to the required channels, despite a legal duty to report incidents such as student conflicts or injuries.

26. Defendant's administration did not report student incidents to afterschool staff or to Plaintiff as site coordinator regarding student safety.

27. In late January 2026, a child expressed intent to cause self-harm, and Defendant's administration did not inform the afterschool program or Plaintiff as site coordinator.

28. In late January 2026, the MOST Director was informed that a school staff member was under the influence of alcohol on school property during a school event, and the MOST Director did not report or follow up on the incident.

29. The MOST Director dismissed or refused to report Plaintiff's concerns of retaliation from staff and parents in October, November, and January.

30. Prior to her termination, Plaintiff sent emails to her supervisor requesting consideration for a reduced role and raised concerns about issues at the Linden site.

31. Plaintiff requested her personnel file and related records from Defendant's Human Resources department on February 26, 2026.

32. Defendant's Human Resources department provided Plaintiff with a copy of her personnel file on March 4, 2026.

CAUSES OF ACTION

COUNT I – VIOLATION OF 29 U.S.C. § 660(c)(1) (MALDEN PUBLIC SCHOOLS)

33. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

34. Plaintiff engaged in protected activity by raising concerns regarding violations of law and risks to student safety, including failure to maintain required staff-to-student ratios and failure to report incidents as required by law. Defendant was aware of Plaintiff's protected activity. Defendant took adverse employment action against Plaintiff, including termination of employment, as a result of Plaintiff's protected activity. Plaintiff has been damaged as a result of Defendant's retaliatory conduct.

COUNT II – VIOLATION OF MASS. GEN. LAWS CH. 149, § 148 (MALDEN PUBLIC SCHOOLS)

35. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

36. Plaintiff was employed by Defendant and performed work for which wages were due. Defendant failed to pay Plaintiff all wages earned, including but not limited to

her final paycheck, in accordance with the requirements of Mass. Gen. Laws ch. 149, § 148.

37. As a direct and proximate result of Defendant's failure to pay wages as required by law, Plaintiff has been damaged in an amount to be determined at trial.

COUNT III – VIOLATION OF MASS. GEN. LAWS CH. 149, § 150 (MALDEN PUBLIC SCHOOLS)

38. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

39. Defendant's failure to pay Plaintiff all wages due constitutes a violation of Mass. Gen. Laws ch. 149, § 148, for which Plaintiff is entitled to bring a civil action under Mass. Gen. Laws ch. 149, § 150.

40. As a direct and proximate result of Defendant's violation, Plaintiff has been damaged in an amount to be determined at trial.

COUNT IV – VIOLATION OF MASS. GEN. LAWS CH. 149, § 185(b)(1) (MALDEN PUBLIC SCHOOLS)

41. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

42. Plaintiff disclosed and objected to activities, policies, and practices of Defendant that Plaintiff reasonably believed to be in violation of law and posed risks to public health and safety, including failure to maintain required staff-to-student ratios and failure to report incidents as required by law.

43. Defendant took adverse employment action against Plaintiff, including termination, as a result of Plaintiff's protected disclosures and objections.

44. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff has been damaged in an amount to be determined at trial.

**COUNT V – VIOLATION OF MASS. GEN. LAWS CH. 149, § 185(b)(3) (MALDEN
PUBLIC SCHOOLS)**

45. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

46. Plaintiff made internal complaints and reports regarding violations of law and risks to student safety, including but not limited to failure to maintain required staff-to-student ratios and failure to report incidents as required by law.

47. Defendant retaliated against Plaintiff for making such complaints and reports, including by terminating Plaintiff's employment.

48. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiff has been damaged in an amount to be determined at trial.

**COUNT VI – WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(MALDEN PUBLIC SCHOOLS)**

49. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

50. Plaintiff was terminated for reasons that violate a clearly established public policy, including reporting and objecting to violations of law and risks to student safety.

51. As a direct and proximate result of Defendant's wrongful termination, Plaintiff has been damaged in an amount to be determined at trial.

COUNT VII – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (MALDEN PUBLIC SCHOOLS)

52. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

53. Plaintiff and Defendant were parties to an employment agreement, whether express or implied, and Defendant owed Plaintiff a duty of good faith and fair dealing in the performance and enforcement of that agreement.

54. Defendant breached the implied covenant of good faith and fair dealing by terminating Plaintiff's employment for reasons contrary to public policy and in bad faith.

55. As a direct and proximate result of Defendant's breach, Plaintiff has been damaged in an amount to be determined at trial.

COUNT VIII – QUANTUM MERUIT (MALDEN PUBLIC SCHOOLS)

56. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

57. Plaintiff provided valuable services to Defendant for which Defendant accepted the benefit.

58. Defendant has failed to pay Plaintiff for all services rendered, and it would be unjust for Defendant to retain the benefit of Plaintiff's services without payment.

59. As a direct and proximate result, Plaintiff is entitled to recover the reasonable value of services provided, in an amount to be determined at trial.

COUNT IX – BREACH OF IMPLIED CONTRACT (MALDEN PUBLIC SCHOOLS)

60. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

61. An implied contract existed between Plaintiff and Defendant regarding the terms and conditions of Plaintiff's employment, including compensation.

62. Defendant breached the implied contract by failing to pay Plaintiff all wages due and by terminating Plaintiff's employment in violation of the agreed terms.

63. As a direct and proximate result of Defendant's breach, Plaintiff has been damaged in an amount to be determined at trial.

COUNT X – RESPONDEAT SUPERIOR – VICARIOUS LIABILITY (MALDEN PUBLIC SCHOOLS)

64. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

65. At all relevant times, Defendant's employees and agents acted within the scope of their employment and authority in committing the acts alleged herein.

66. Defendant is vicariously liable for the acts and omissions of its employees and agents under the doctrine of respondeat superior.

67. As a direct and proximate result, Plaintiff has been damaged in an amount to be determined at trial.

COUNT XI – VIOLATION OF U.S. CONST. AMEND. I (MALDEN PUBLIC SCHOOLS)

68. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

69. Plaintiff engaged in protected speech regarding matters of public concern, including reporting violations of law and risks to student safety.

70. Defendant took adverse action against Plaintiff in retaliation for Plaintiff's protected speech, including termination of employment.

71. As a direct and proximate result, Plaintiff has been damaged in an amount to be determined at trial.

COUNT XII – VIOLATION OF MASS. CONST. PT. 1, ART. I (MALDEN PUBLIC SCHOOLS)

72. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

73. Plaintiff was entitled to the equal protection of the laws and to the enjoyment of her civil rights under the Massachusetts Constitution.

74. Defendant's actions, including termination of Plaintiff's employment in retaliation for protected activity, violated Plaintiff's rights under the Massachusetts Constitution.

75. As a direct and proximate result, Plaintiff has been damaged in an amount to be determined at trial.

COUNT XIII – VIOLATION OF MASS. CONST. PT. 1, ART. XVI (MALDEN PUBLIC SCHOOLS)

76. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32, as if fully set forth herein.

77. Plaintiff exercised her right to freedom of speech under the Massachusetts Constitution by reporting and objecting to violations of law and risks to student safety.

78. Defendant retaliated against Plaintiff for exercising her right to free speech, including by terminating her employment.

79. As a direct and proximate result, Plaintiff has been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Annabelle Feliz respectfully requests that this Court enter judgment on all counts against Malden Public Schools as follows:

1. Declare that Malden Public Schools violated 29 U.S.C. § 660(c)(1), Mass. Gen. Laws ch. 149, §§ 148, 150, and 185, and the constitutional and common law rights of Annabelle Feliz as set forth in the Complaint.
2. Enjoin Malden Public Schools from further retaliating against employees who engage in protected activity, including reporting violations of law or risks to public health, safety, or the environment, and require Malden Public Schools to comply with all applicable wage payment, whistleblower, and anti-retaliation statutes.
3. Award Annabelle Feliz all unpaid wages, including but not limited to \$843.60 for unpaid hours at the rate of \$35.15 per hour for 24 hours, or such other amount as may be determined at trial, as well as the reasonable value of services rendered, against Malden Public Schools.
4. Award Annabelle Feliz compensatory damages, including but not limited to back pay, front pay or reinstatement, lost benefits, and damages for emotional distress, pain and suffering, and other non-economic harm, in amounts to be determined at trial, against Malden Public Schools.
5. Award Annabelle Feliz mandatory treble damages for all unpaid wages pursuant to Mass. Gen. Laws ch. 149, § 150, against Malden Public Schools.
6. Award Annabelle Feliz attorneys' fees and costs, including expert witness fees, as authorized by Mass. Gen. Laws ch. 149, § 150, and any other applicable law, against Malden Public Schools.
7. Award Annabelle Feliz pre-judgment and post-judgment interest as permitted by law.

8. Award such other and further relief as the Court deems just and appropriate.

Dated: August 10, 2026.

Respectfully submitted,

Plaintiff, Annabelle Feliz

By her counsel,

/s/ Rosa Lee Klaneski

Rosa Lee Klaneski, Esq.
1380 Main Street, Suite 410
Springfield, MA 01103
413-200-7399
rk@klaneskilaw.com