
ISSUE

1. Whether any of the Sexual Harassment settlements for alleged harassment by Executive Director Carl Greene should have come to the Board of Commissioners?
2. Whether Carl Greene's failure to bring the sexual harassment charges and settlements to the Board constitutes a violation of his employment contract?

SUMMARY

Carl Greene, as the Executive Director of the Philadelphia Housing Authority, is responsible for the intentional willful, and deceptive actions that resulted in the settlement of three sexual harassment claims without the knowledge of either the Board of Commissioners, HUD or the general public to whom he is ultimately responsible. These actions alone rise to the level of willful and intentional misconduct for which Mr. Greene should be terminated for cause.¹ Furthermore, based on the totality of circumstances surrounding Mr. Greene including but not limited to his personal financial troubles; the four sexual harassment charges filed against him; the circumstances surrounding their settlements or proposed settlements; the extreme and hostile work environment he created and the unapproved abandonment of his duties combined constitute a violation of his employment contract and warrant Carl Greene's immediate termination as Executive Director of the Philadelphia Housing Authority ("PHA").

Between the years 2004-2010 there were four sexual harassment claims filed with either the United States Equal Employment Opportunity Commission ("EEOC") or Pennsylvania Human Relations Commission ("PHRC") against PHA naming the Executive Director Carl Greene as the charged party. Three of those claims were settled without the approval or knowledge of the Board of Commissioners and the remaining claim, currently pending settlement, was brought to the attention of the Board through media coverage.

As a result of his deliberate dereliction of duty as laid out in the following memo, Carl Greene is in breach of his employment contract. Mr. Greene's reckless conduct and cover-up has cost PHA close to One Million Dollars (\$1,000,000).

¹ Carl Greene's Employment Contract – Appendix 2

The settlements and defense costs of the sexual harassment charges are listed below:

Charging Party	Settlement Amount	Defense Costs	
Melissa Shingles	\$200,000	\$7,342.80	
Carolyn Griffith	\$98,000	Waiting for further information	
Moneke Thomas	\$350,000	\$43,194.70	
Elizabeth Helms	Proposed \$250,000	Waiting for further information	
TOTAL	\$898,000	\$50,537.50	\$948,537.50

Carl Greene directed and intimidated his employees to the point where they feared for their professional lives and at his direction purposely kept vital information from the Board of Commissioners concerning Greene's sexual harassment charges and settlements. Further, as you will see in the body of this memo when outside counsel, Mark Foley, spoke up and advised PHA General Counsel to go to the Board of Commissioners with the information of an impending settlement he was fired.

Carl Greene violated the procurement policy of PHA by failing to report the Melissa Shingles, Moneke Thomas and the proposed Elizabeth Helm's settlements to the Board of Commissioners. As of April 16, 2002, the procurement policy of the PHA required that all expenditures including contracts and settlements over One Hundred Thousand Dollars (\$100,000) go to the Board of Commissioners for approval. The Melissa Shingles, Moneke Thomas and proposed Elizabeth Helm's settlements were all more than One Hundred Thousand Dollars and none of the settlements were brought to the Board for approval.

In fact, Carl Greene through key staff persons instructed the Insurance Carrier responsible for settlement expenses (over the deductible amounts) to pay the Shingle and Thomas' settlements so that PHA would disburse less than the One Hundred Thousand Dollar threshold. The amount paid by the Insurance carrier was more than the deductible required. PHA then reimbursed the insurance carrier at a later date. Whereas, in the Griffith settlement PHA paid the claimant, Carolyn Griffith, and her attorney directly because her settlement was Ninety-Eight Thousand Dollars (\$98,000) and did not require Board approval. In the Shingles, Thomas and proposed Helm's settlement the procurement policy requirement was directly violated in an effort to deceive the Commissioners and the public and to protect Mr. Greene's most important constituent: himself.

PHA, policies and procedures were violated by Carl Greene through the manipulation of PHA Staff numerous times including but not limited to the following instances:

1. PHA General Counsel/ Human Resources Officer, Sybil Bryant, should have presented the Melissa Shingles EEOC charge to the Board of Commissioners.

2. The settlement terms of the Melissa Shingles case should have been presented to the Board as they were over the One Hundred Thousand Dollar threshold as laid out in the PHA procurement policy.
3. The resolution Mark Foley prepared for the Shingles settlement approval should have been presented to the Board as PHA General Counsel, Sybil Bryant, indicated it would in numerous emails and correspondence with Mr. Foley.
4. PHA General Counsel/ Human Resources Officer, Sybil Bryant, should have presented the Carolyn Griffith charge to the Board.
5. PHA General Counsel, Fred Pasour, should have presented the Moneke Thomas EEOC complaint to the Board.
6. The Moneke Thomas settlement should have been presented to the Board as the settlement amount was well over the One Hundred Thousand Dollar threshold.
7. Fred Pasour should have brought the Elizabeth Helm's PHRC charge to the Board of Commissioners.
8. The Board of Commissioners should have been informed of the Helm's settlement negotiations.

SYNOPSIS OF CHARGES

There is little doubt that Carl Greene is responsible for the actions alleged in the charges against him. The first charge from 2004 has the exact same modus operandi as the most recent charge filed in 2010. These women worked at PHA at different times, they did not work together nor were they friends or co-conspirators against Carl Greene. Melissa Shingles was hired March 10, 2003 and resigned January 28, 2004; Carolyn Griffith was hired January 27, 2003 and resigned November 4, 2004; Moneke Thomas was hired July, 23, 2006 and resigned on March 9, 2008; and Elizabeth Helm was hired on February 9, 2009 and left on leave in April 2010. The women's charges against Carl Greene read as mirror images of each other.

The alleged modus operandi is as follows:

Mr. Greene would take an interest in a female randomly selected by him; he would then change her job so that she reported directly to him or occupied office space in close physical proximity to his office. He would insist on going out for drinks or dinner under the guise of discussing work with her. It was widely known throughout PHA that any woman who refused Carl Green's advances would be subjected to harsh, unfair and abusive treatment.

While out for dinner or drinks, he routinely offered his female target raises and promotions; he would go as far as showing the women paperwork with higher salaries and advanced job titles. He would then explicitly maintain that the only way that the subject of his unwanted attention could obtain said raise and promotion was to have sex with him.

In three of the four charges Carl Greene was said to have grabbed the women and forcibly kissed and grouped them and in one instance he was said to have grabbed the woman's breast and fondled her. In all of the instances once the women rebuked Carl Greene he began to torture them professionally by demeaning them in public, moving them to undesirable locations and withholding the proper and necessary tools for the women to do their jobs.

SYSTEM-WIDE FAILURE

The EEOC and the PHRC sent the four charges filed against Carl Greene to PHA General Counsel; the very persons that reported to Carl Greene and were dependent upon him for their livelihoods. The EEOC and PHRC failed the very constituents that they are organized to protect. Not one, not two but four times they sent the charges to subordinates of the accused. The EEOC and PHRC need to revise any policy or procedure that could contribute to this type of distorted result. How can any charging party find adequate relief when its complaint goes directly to the subordinate of the CEO or President that is the charged party? The EEOC and PHRC should have sent the multiple charges filed against Carl Greene to the attention of the Board of Commissioners.

There were numerous attorneys involved in these matters. Outside attorneys were hired to represent PHA in the aforementioned charges. PHA also has its own general counsel that has a duty to work in the best interests of the Authority. According to the Pennsylvania Professional Rule of Conduct 1.13 (Organization as Client), "A lawyer employed or retained by an organization represents the organization." In all of the aforesaid settlements both outside counsel hired to represent PHA and PHA General Counsel had a duty to, PHA, not the Executive Director, Carl Greene. In all four instances when the charge was filed alleging sexual harassment against Carl Greene, PHA outside counsel and PHA general counsel had a duty to report the charge and all settlement negotiations to the Board of Commissioners. In each instance both outside counsel hired to represent PHA and PHA General Counsel failed in their duty to their client, PHA.

BACKGROUND

Since 1998, thirty-three settlements of legal matters have come before the Board for approval in resolution form.² Interestingly enough, it appears Mr. Greene was well aware of this policy and was present for most if not all of the settlement discussions with the Board.

The PHA Procurement Policy dated April 16, 2002 provides, "All contracts where the base amount or any option exceeds One Hundred Thousand Dollars (\$100,000) are

² Chart of Legal Settlements brought to the Board – Appendix 3

required to be pre-approved by the Board of Commissioners.” This policy was used to include all expenditures over One Hundred Thousand required Board approval.³

Melissa Shingles

On July 26, 2004 Melissa Shingles filed a complaint with the U.S Equal Employment Opportunity Commission (EEOC) alleging sexual harassment by the Executive Director Carl Greene.⁴ The formal charge was sent to Rosanna Grdinich, PHA EEO on November 10, 2004. Ms. Grdinich claims she never saw the formal complaint and thinks it was intercepted by General Counsel Fred Pasour.⁵

Ms. Shingles received a right to sue letter from the EEOC in September of 2006⁶. At that time Ms. Shingle’s counsel, Howard Goodman of Raynes McCarthy, threatened to file a federal lawsuit if the matter was not settled in 90 days. Mr. Foley, of Cozen O’Conner, was retained to represent PHA and authorized by Sybil Bryant PHA General Counsel/ Human Resources General Manager and Mike Leithead, Deputy Executive Director of PHA, to settle the lawsuit on behalf of PHA for up to Two Hundred Thousand Dollars (\$200,000).⁷

On January 12, 2007 Mr. Foley and plaintiff’s attorney agreed that exactly Two Hundred Thousand Dollars (\$200,000) would be paid to the Plaintiff. Furthermore, according to Mr. Foley the proposed settlement agreement was explicitly contingent upon PHA Board approval of the terms.⁸ If Board approval was not obtained, then the proposed settlement would be void and plaintiff’s attorney would be free to pursue his client’s claims in court. On February 9, 2007 Ms. Bryant requested that Mr. Foley produce draft Board Resolutions and related materials seeking PHA Board approval of the Two Hundred Thousand Dollar (\$200,000) settlement⁹. On February 12, 2007 Carrie Rosen, Cozen O’ Conner counsel, emailed Sybil Bryant inquiring about whether the Board approved the settlement.¹⁰ Mr. Foley prepared the draft resolutions and emailed them to Ms. Bryant. On February 13, 2007, Mr. Foley forwarded draft Board resolutions and related materials to Mr. Leithead with the understanding that Mr. Greene would discuss the matter with the Board and seek Board approval of the settlement¹¹. On February 21, 2007, Ms. Bryant advised Mr. Foley that the settlement was approved and authorized by the PHA Board.

³ Contract and Procurement Policies – Appendix 4

⁴ Shingles EEOC Complaint – Appendix 5

⁵ Daily News Article – Appendix 6

⁶ According to September 7, 2010 meeting with PHA counsel in the matter Mark Foley

⁷ Memo advising PHA to settle at \$200,000 – Appendix 7

⁸ Letter from Plaintiff’s Attorney inquiring about Board approval & email from Plaintiff’s Counsel inquiring about Board approval for settlement– Appendix 8

⁹ Correspondence between Bryant and Foley – Appendix 9

¹⁰ Correspondence between Carrie Rosen and Sybil Bryant – Appendix 10

¹¹ Correspondence between Foley and Leithead regarding Board Resolutions – Appendix 11

There was no mention of Board approval in the signed settlement agreement that was signed by Ms. Bryant on February 23, 2007.¹² There was no mention of the Shingles settlement in the January, March 3, or March 23rd Board Meetings of 2007.¹³ In fact after a through search, it is clear that the Board did not approve the settlement as required.

In the Shingles case PHA paid Ninety-Nine Thousand Dollars (\$99,000)¹⁴ directly to Plaintiff's Counsel Raynes McCarthy and the insurance carrier HAARG was directed to pay One Hundred and One Thousand Dollars (\$101,000)¹⁵. At the time the deductible amount for the policy was One Hundred Thousand Dollars (\$100,000). Diane Rosenthal, the Assistant Executive Director of Finance was instructed to enter Raynes McCarthy into the system as a vendor of PHA and send his firm the payments in two checks.¹⁶

It is very clear from the aforementioned chain of events that there was a deliberate conspiracy on the part of Mr. Greene, Ms. Bryant and Mr. Pasour to keep any knowledge of the Shingles charge or settlement from the Board of Commissioners. Furthermore, when urged by outside counsel to take the matter before the Board of Commissioners Mr. Greene and PHA employees acted as if they would inform the Board but did not.

Carolyn Griffith

In June of 2004, Carolyn Griffith, sent a demand letter from her attorney, Stephen Console, to PHA's then General Counsel, Leigh Poltrock, alleging Carl Greene had sexually harassed her, seeking a determination whether PHA had an interest in resolving the matter before she filed an EEOC Charge. Sybil Bryant, General Manager of Human Resources/Legal Counsel, assigned Mark Foley of Klett Rooney Lieber & Schorling to represent PHA in the matter. Michael Leithead, PHA Deputy Executive Director and Frederick Pasour, PHA Assistant General Manager of Human Resources were also aware of the Griffith letter. At that time Mr. Foley asked Liz Malloy, an employment law partner at his firm to investigate the matter with Ms. Bryant.

On August 25, 2004 Carolyn Griffith filed a claim with the EEOC and the PHRC alleging sexual harassment by Mr. Greene.¹⁷ Mr. Foley represented PHA in the matter. Ms. Griffith entered into a binding Negotiated Settlement Agreement with PHA on July 19, 2005 whereby she was paid a total of Ninety-Eight Thousand Dollars (\$98,000).¹⁸ PHA paid Ms. Griffith directly.¹⁹

¹² Signed Shingles Agreement – Appendix 12

¹³ Board Meeting Resolutions January 31, 2007; March 3, 2007; March 29, 2007 – Appendix 13

¹⁴ Copies of the Memos and Payment Invoices – Appendix 14

¹⁵ Email from insurance company stating, "Sybil Bryant requested our check for \$101k be made payable to plaintiff." -- Appendix 15

¹⁶ Id Appendix -14 Payment Invoices

¹⁷ Carolyn Griffith complaint – Appendix 16

¹⁸ Griffith Settlement Agreement – Appendix 17

¹⁹ Copy of Griffith payment – Appendix 18

Moneke Thomas

In January of 2008, Moneke Thomas, then a current PHA employee made an informal internal complaint to Carolyn Carter, the Assistant Executive Director of Operations via email that Carl Greene sexually harassed her. Fred Pasour, Michael Leithead and Linda Staley were copied on that email. Fred Pasour, PHA's General Counsel, assigned Cozen O'Connor to conduct an internal investigation into the complaint. At that time Mr. Foley directed Sharon Kelly, an employment attorney at Cozen to handle the internal investigation.

On February 15, 2008, Moneke Thomas resigned from PHA and filed an EEOC Charge against PHA alleging sexual harassment by Carl Greene.²⁰ Mr. Foley then directed Ms. Kelley to continue the internal investigation into the merits of Ms. Thomas's claims and he began preparations to defend against the charge.²¹

While the internal investigation found that the claims of sexual harassment were uncorroborated and amounting to "he said/she said" Mr. Foley found the details of whom he was directed to report troubling. Mr. Foley was told Assistant Executive Director, Carolyn Carter, and General Counsel, Fred Pasour, were the point persons and decision makers for PHA regarding the direction and settlement of the case. It was later revealed and confirmed by Ms. Carter that she had an intimate relationship with Mr. Greene and thought they were engaged. Further Mr. Greene confirmed that he had a special relationship with Ms. Carter but they were not engaged. Therefore, Mr. Foley felt that Ms. Carter was not able to make independent decisions on behalf of PHA. In addition, Mr. Foley was not confident that Mr. Pasour would act independently of Mr. Greene.²²

Mr. Foley felt the details of the claims and the matter of settlement should be brought to the Board of Commissioner as a body that could act independent of Mr. Greene and in the interest of PHA especially in light of the fact that the claims were against the Executive Director. Mr. Foley spoke with Mr. Pasour and Mr. Greene individually and advised them to bring the Thomas matter to the Board.

There was a Board meeting scheduled on May 27, 2008 and a mediation on the next day May 28, 2008. Mr. Foley told Mr. Pasour to bring the matter to the Board before the mediation conference so that a body independent of Mr. Greene would be aware and possibly present at the mediation conference. Mr. Pasour said he would bring the matter to the Board at 2:00Pm that day. Subsequently at 1:00pm Mr. Foley was sent a letter by Shelley James terminating his services and directing him to send the Thomas file to Ballard Spahr.²³

²⁰ Copy of Moneka Thomas EEOC Charge – Appendix 19

²¹ Mark Foley Interview September 7, 2010 and Shingles Investigation notes available upon request.

²² Id Mark Foley Interview

²³ Letter from Shelley James in Appendix - 20

The Thomas case was settled for Three Hundred and Fifty Thousand Dollars (\$350,000) in June of 2008²⁴. The insurance carrier paid Three Hundred Thousand Dollars (\$300,000) of the settlement and PHA reimbursed the insurance carrier at a later date. PHA paid Moneka Thomas Twenty five Thousand Dollars directly as a payroll²⁵. At that time the deductible for sexual harassment claims was One Hundred and Fifty Thousand Dollars (\$150,000).

Elizabeth Helms

On April 21, 2010, Betsy Helm's attorney, John Elliott of Elliott Greenleaf & Siedzikowski, PC sent a four-page letter to John Zurn at PHA to serve as "notice pursuant to (PHA's) EEO and Sexual Harassment Policy" on behalf of Elizabeth Helm. When Mr. Zurn received the letter, he hand delivered it to PHA's General Counsel, Fred Pasour. Late that night, Mr. Pasour informed Mr. Greene of the letter by phone. Mr. Pasour advised Mr. Greene of the allegations and also informed him of the large number of parties copied on the letter. Mr. Pasour took no other action at that time.

On April 30, 2010, Elliott filed the above captioned Complaint with the PHRC. PHA was served with the Complaint during the first week of May. Mr. Pasour received the Complaint and notified Mr. Greene that the Complaint had been received and that Mr. Greene had been named as an individual defendant. Attorney Pasour inquired as to whether Mr. Greene wanted individual counsel and Mr. Greene replied that he wished to be defended by Attorney Liz Malloy from Buchanan Ingersoll pursuant to PHA's indemnification policy. Accordingly, Attorney Pasour contacted Attorney Malloy and also contacted the PHRC to request an extension of time to respond to the Complaint. The request for an extension was granted.

On June 7, 2010, Elliott filed an Amended Complaint²⁶, asserting additional causes of action (in particular, he added "aiding and abetting" allegations, asserting that Mr. Greene's allegedly unlawful conduct was aided by unnamed people within the organization – including the Board - who knew or should have known about his pattern of conduct). Although PHA would not receive service of the Amended Complaint until weeks later, during Mr. Pasour's discussions with Kimberly Kinsler from the PHRC around June 30, 2010, she advised him not to file an Answer to the original Complaint because Elliott was filing an Amended Complaint. PHA received service of the Amended Complaint on or about July 29, 2010.

Mr. Pasour informed Mr. Greene of the receipt of the Amended Complaint that same day. Mr. Greene reminded Mr. Pasour that he wanted to be defended by Ms. Malloy. Further, Mr. Greene instructed that attorney Leigh Poltrock (PHA's past General Counsel and a current consultant to the agency) was to assist Mr. Pasour with defending PHA's interests in the short interim until alternate defense counsel was arranged in

²⁴ Thomas negotiated settlement –Appendix 21

²⁵ See attached check and memo – Appendix 22

²⁶ Elizabeth Helm's Amended Complaint – Appendix 23

consultation with PHA's insurer, the Housing Authority Risk Retention Group ("HARRG").

Mr. Pasour had a conversation with Mr. Elliott on July 29, 2010, during which Mr. Elliott expressed outrage that Mr. Pasour had sent Helm a letter regarding disclosure of her Social Security number, and expressing that the case could be settled for \$250,000.

On August 3, 2010 Mr. Pasour had another discussion with PHRC Representative Kimberly Kinsler regarding another extension, and she orally agreed to allow an Answer to be filed on September 30, 2010. The Amended Complaint was forwarded to attorneys Malloy and Poltrock on August 4, 2010. On August 5, 2010, Ms. Poltrock tendered the Complaint to HARRG for coverage.

On August 11, 2010, Ms. Pasour obtained authority from Mr. Greene to settle the case for up to \$200,000. Calls were conducted with HARRG that same day to advise them of forthcoming settlement negotiations. During a call with Mr. Elliott on August 12, 2010, Ms. Malloy and Ms. Poltrock tendered an offer of \$60,000, or slightly more than one year's salary for Helm. Mr. Elliott remarked that while that amount would not be sufficient to resolve the case, he would take it back to his client.

The news regarding Mr. Greene's foreclosure broke on August 13, 2010. For nearly a week there was no word from Mr. Elliott regarding the settlement offer. Finally, during a call on August 19, 2010, Mr. Elliott stated that the only amount of money that would resolve the case was \$250,000. Further, he stated that he was unwilling to agree to any confidentiality provisions. Ms. Malloy communicated that position to Mr. Greene who, by then was otherwise unreachable, and Ms. Poltrock communicated that position to HARRG and to Mr. Pasour and Shelley James at PHA.

On August 20, 2010, HARRG indicated in writing that it was willing to contribute up to \$200,000 to settle the case. Ms. Poltrock sought and obtained settlement authority from Carl Greene through Shelley James for up to the full amount of the demand, and that offer was tendered to Elliott by phone who accepted pending negotiation of a settlement agreement. That same date, PHRC Representative Kimberly Kinsler contacted Mr. Pasour by mail and notified him that the earlier extension of time to respond to the Amended Complaint was rescinded and that an Answer would be due by August 30, 2010. She later orally agreed to a shorter extension to September 7, 2010.

Ms. Malloy drafted a settlement agreement which was forwarded to Mr. Elliott on August 23, 2010. On August 24, 2010, Elliott rejected the settlement agreement, proposed his own draft settlement agreement, and wrote in an email that "Ms. Helm's settlement demand will increase by \$25,000 for every day that a settlement agreement is not executed." PHA has not responded to that extortionate demand.

PHRC staff attended the Board meeting on August 27, 2010, and later served PHA with a subpoena covering all of the items in their earlier document request and adding a demand for the Board package.

CONCLUSION

In the conspiracy to cover up the sexual harassment charges and settlements certain PHA staff participated under duress knowing full well that failure to comply with Mr. Greene's directives would result in their immediate demotion or dismissal. Their choice was to comply or leave.

The following are the implicated staff persons:

1. Sybil Bryant (General Counsel/ Human Relations Officer 4-29-2002 -- 3-30-2007). She is responsible for negotiations in the Shingles settlement. In addition, she communicated with Mark Foley about drafting and presenting Resolutions to the Board seeking the approval of the Shingles settlement.
2. Michael Leithead (Sr. Deputy Executive Director 8/24/2001 --2/01/2008) Received draft resolutions from Mark Foley in the Shingles settlement.
3. Fred Pasour (General Counsel/ Human Relations Officer March 2007-present) -- Received the Moneke Thomas charge. Spoke with Mark Foley about bringing the Thomas settlement to the Board for approval. Told Mark Foley he would bring the Thomas charge to the Board. Mr. Pasour did not present any information regarding the Thomas charge to the Board.

Mr. Pasour received the Helm's PHRC charge and negotiated the settlement with Leigh Poltrock and Shelley James at the direction of Carl Greene.

4. Shelley James (Chief of Staff 10/16/2009 -- Present) -- wrote the letter firing Mark Foley after he insisted the Thomas charge and settlement be brought to the Board's attention.

An analysis of the settlements and the surrounding circumstances indicates that Mr. Greene and his cohorts conspired to deceive the PHA Board of Commissioners. In effect, Mr. Greene continuously and systematically engaged in establishing a hostile work environment for his target females and others whose identities we may never know. Carl Greene mistakenly thought that his job performance gave him a "green light" to expend public dollars to cover up his disgusting illegal and immoral actions.

In conclusion, Carl Greene, widely heralded and self publicized for his ability to work with complex housing transactions, used that same skill set to deceive the Philadelphia Housing Authority Board of Commissioners, HUD and public by hiding both the charges

and the settlements of sexual harassment charges filed against him. Most disturbing are the stories of the four dedicated public servants who were professionally disadvantaged simply because they were females that Carl Greene found attractive and who rejected his illegal demands of sex and affection. Four women who were mentally tortured, physically assaulted and professionally damaged at the hands of Carl Greene; a true serial sexual harasser.