

**Adedeji v New York City Hous. Auth.**

2025 NY Slip Op 33509(U)

September 18, 2025

Supreme Court, New York County

Docket Number: Index No. 161588/2023

Judge: Nicholas W. Moyne

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF NEW YORK: PART 41M

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ELIZABETH ADEDEJI	<b>INDEX NO.</b>	<u>161588/2023</u>
Petitioner,	<b>MOTION DATE</b>	<u>12/04/2023</u>
- v -	<b>MOTION SEQ. NO.</b>	<u>001</u>
NEW YORK CITY HOUSING AUTHORITY,		
Respondent.		

**DECISION + ORDER ON MOTION**

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HON. NICHOLAS W. MOYNE:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42 were read on this motion to/for ARTICLE 78 (BODY OR OFFICER).

Upon the foregoing documents, it is

This is an Article 78 proceeding in which Petitioner, Elizabeth Adedeji, seeks to annul the determination of Respondent, New York City Housing Authority (NYCHA), to terminate her employment as a Community Coordinator, effective August 8, 2023. Petitioner alleges that her termination was unlawful, arguing that it was in retaliation for raising legitimate complaints about mistreatment and requesting union representation, that her performance evaluations were inaccurate, and that NYCHA lacked a legitimate business reason for her discharge. NYCHA opposes the petition, asserting that Petitioner was properly terminated during her probationary period due to unsatisfactory performance and insubordination, and that the discharge was not arbitrary, capricious, or made in bad faith.

**I. Factual Background**

Petitioner Elizabeth Adedeji was hired by NYCHA as a Community Coordinator on January 4, 2023, subject to an **eighteen-month probationary period**. Her employment was terminated effective August 8, 2023, approximately seven months into this probationary term. Her supervisors included Director

Michele Moore, Deputy Director Chris D'Alimonte, and Engagement Manager Artenkah Carswell.

Initially, Petitioner received a satisfactory rating on her first performance evaluation on April 5, 2023. However, the record indicates that her performance and conduct subsequently deteriorated, leading to a series of documented incidents and formal actions taken by NYCHA. These are documented as follows:

**1. April 10-12, 2023 – Gowanus Meeting Minutes:**

Petitioner was instructed to send meeting minutes sooner and to include all engagement meetings on the Comp Mod calendar. Petitioner responded argumentatively, stating she had submitted minutes in a timely manner to her supervisor and that Gowanus was "NOT my assigned site," therefore, she was unable to confirm if management was invited or why it wasn't on the calendar. Moore reiterated that all duties associated with an assigned meeting are the employee's responsibility.

**2. April 11-12, 2023 – Unannounced Absence and Unfinished Work:** Moore emailed Petitioner regarding an unannounced absence on April 11, noting she was not at the office for a canvassing project and had an assignment due by close of business on the prior Friday that was not submitted. Petitioner responded with a 543-word email explaining a flight delay for her absence and claiming she had permission from Carswell to submit work later for the unfinished assignment. In this email, Petitioner explicitly asked if Moore was "targeting me specifically because I raised the issue of travel hardship with my union."

**3. June 5, 2023 – Directives and Union Involvement:** Carswell sent an email to Petitioner and colleagues, memorializing a conversation where the group was "advised that their Union doesn't create or dictate the policy or procedures of the Comp Mod unit" and that directives must be followed. The email noted the subordinates' "dissent to state that the Union doesn't require them to use Teams to announce their arrival."

**4. June 5-7, 2023 – Paul Oats POA Incident:** Petitioner was directed to contact a resident's Power of Attorney (POA). Petitioner resisted, arguing the resident preferred to handle his own affairs. Carswell explicitly noted the "adversarial and accusatory" content and tone of Petitioner's emails regarding this directive, which was deemed inappropriate in the workplace.

**5. June 9, 2023 – Failure to Sign Off via Teams:** On a work-from-home day, Petitioner failed to sign off via Microsoft Teams at the end of her shift, despite explicit instruction. Petitioner sent her progress report 21 minutes early and questioned whether she should hold onto it until 5 PM. Carswell clarified the process for ending the workday.

**6. June 13, 2023 – Last-Minute Leave of Absence:** Petitioner emailed D'Alimonte requesting a personal day on June 13 at 8:46 AM. D'Alimonte approved it on a "one-time basis" but warned this was the second occurrence of taking time off without prior approval and that future requests would require advanced notice or documentation in support of an emergency or illness. Petitioner claims this was due to constant harassment, hostility and microaggressions from Ms. Carswell.

**7. July 12, 2023 – First Counseling Memorandum:** Carswell issued a counseling memo detailing the incidents of the last-minute leave (June 13), refusal to call residents for canvassing and taking an extended lunch (June 12), failure to sign off via Teams (June 9), and adversarial emails regarding the POA (June 6). Petitioner refused to sign this memo.

**8. July 19, 2023 – Unsatisfactory Performance Evaluation:** Petitioner received an overall rating of "unsatisfactory" on her second performance evaluation. The evaluation cited her "lack of enthusiasm," tendency to "become combative" when receiving directives she disagreed with, and "habit of flouting instructions" if deemed unnecessary or tedious. It concluded her satisfactory performance was "overshadowed by her continued defiance to supervision and instructions" and her "discontent with the job." Petitioner refused to sign this evaluation.

**9. July 20, 2023 – Dress Code Violation:** At a recruitment initiative at St. Nicholas Houses, Carswell observed the petitioner wearing a black compression t-shirt, skin-tight, above-the-knee Bermuda shorts, and colorful running shoes. Carswell had previously sent an email on July 18, 2023, reminding the team of appropriate attire and explicitly prohibiting "loungewear, shorts, ripped jeans, halter tops, workout clothes, beach flip flops." When confronted, Petitioner was allegedly defiant, stating she wanted to be comfortable and that Carswell was free to send her home for her insubordination and threatened a meeting with the union and labor relations. Union representative John Lisbon initially defended Petitioner's attire, claiming the dress code was ambiguous but according to the respondents he later agreed that the petitioner's outfit was inappropriate, stating she could have dressed up' to appear more professional. Petitioner disputes the

description of her attire and the context of the visit, citing the hot weather and the NYCHA manual's guidelines for appropriate work attire given the nature of work and weather.

**10. August 3-4, 2023 – Webinar Incident:** Petitioner was instructed to attend a webinar. Moore emailed Petitioner noting she had walked away from her desk during the webinar, leaving it to play loudly and disrupting others. Moore deemed this unacceptable behavior as it involved critical information relevant to Petitioner's role. Petitioner initially claimed an emergency call then later conceded in her petition that she was on the phone with her union representative to discuss filing a grievance.

**11. August 7, 2023 – Second Counseling Memorandum:** A second counseling memo was issued, memorializing the dress code violation (July 20) and the webinar incident (August 3). Petitioner again refused to sign this memo and walked out of the meeting.

**12. August 8, 2023 – Termination:** Petitioner's employment was terminated via letter. She refused to sign the termination letter.

The petitioner disputes many of these allegations and claims that the affidavit submitted by Ms. Carswell in opposition to the petition was untruthful and/or that Ms. Carswell lacked credibility. Petitioner also claimed a significant travel hardship due to being assigned to Todt Hill Houses in Staten Island instead of primarily 90 Church Street in Manhattan, and that her business cards and email signature listed 90 Church Street. NYCHA states she was informed the role required substantial travel between multiple boroughs and that travel reimbursements were processed as permitted by policy. Petitioner claims that unnecessary travel was forced upon her as punishment for her defending her rights and engaging her union to help resolve her disputes with management. Petitioner filed written complaints of unprofessional behavior and harassment with NYCHA's Office of Diversity and Equity on July 14, 2023, and again on August 9, 2023, the day after her termination.

## II. Discussion and Legal Standard

A probationary employee, such as plaintiff, can be discharged without a hearing, or statement of reasons, for any reason or no reason at all (*see Matter of Che Lin Tsao v Kelly*, 28 AD3d 320, 321 [1st Dept 2006]). This Court's review of a termination of a probationary employee is limited to whether the discharge was

made in bad faith, for a constitutionally impermissible reason, or in violation of law (*id.*). The burden of demonstrating bad faith or an improper reason rests squarely on the petitioner to demonstrate, by competent proof, that a substantial issue of bad faith exists or that the termination was for an improper reason (*id.*). Mere speculation or conclusory allegations of bad faith are simply not sufficient to meet that burden (*see Matter of Brown v Board of Education of the City School District of the City of New York*, 156 AD3d 451, 452 [1st Dept 2017]). Furthermore, evidence in the record supporting the conclusion that performance was unsatisfactory, establishes that the discharge was made in good faith (*id.*).

As set forth above, the record contains extensive and detailed documentation of the petitioner's unsatisfactory performance and insubordination, providing a rational and good-faith basis for her termination. The documentation includes two formal counseling memoranda which painstakingly detail six separate incidents of the petitioner's failure to follow directives, insubordination, and disruptive behavior occurring between June and August 2023. These incidents include documented refusals to perform assigned tasks (calling uncooperative residents), argumentative email exchanges with supervisors, a last-minute leave of absence, failure to adhere to dress code policy, and abandoning a mandatory webinar. The July 19, 2023 performance evaluation explicitly notes her "lack of enthusiasm," "tendency to become combative," and "habit of flouting instructions". These actions also violated NYCHA's general regulations of behavior including failing to perform requested tasks, refusing reasonable directives and wearing unsuitable attire.

In response to this extensive documentation of poor performance and insubordination, the petitioner only raises conclusory claims of retaliation that do not meet the burden of demonstrating bad faith. Her assertion that she was retaliated against for claiming a travel hardship is contradicted by NYCHA's proof that she was informed of the extensive travel requirements of her role from the outset and that travel reimbursements were handled according to policy. Even if legitimate, simply raising a complaint of travel hardship or involving a union does not automatically equate to a legally protected activity sufficient to overturn or insulate a probationary employee from a termination otherwise supported by a record of poor performance and/or failure to follow directives from a supervisor. While the petitioner highlights her invocation of Weingarten Rights and her communications with union representatives, NYCHA explicitly states that it disputes the petitioner's claim that it retaliated against her for trying to enlist the help of her union. While the respondent's belief as to the scope of Weingarten Rights may be incorrect, there is no evidence to suggest that it was not sincere or a

pretext for discrimination or unlawful termination. Furthermore, the record demonstrates that NYCHA management did ultimately speak with the petitioner's union representative in an attempt to amicably develop a corrective plan, effectively countering the petitioner's claim that management was unduly angered by the involvement of the union. Crucially, even her union representative, John Lisbon, ultimately agreed that her manner of dress was at least arguably inappropriate and could have been improved.

Finally, in an attempt to show bad faith, the petitioner references a claim brought against her supervisor, Ms. Carswell, by the New York City Conflicts of Interest Board (COIB) for accepting birthday gifts from her subordinates, including the petitioner. Ms. Carswell ultimately acknowledged that accepting these gifts was a violation of City rules. She returned the gifts and paid a fine of \$750. The Court does not find this to be sufficiently relevant to the petitioner's claims or to demonstrating bad faith on the part of Ms. Carswell in terminating the petitioner. The COIB charges against Ms. Carswell involved a personal ethics violation, not directly related to the assessment of an employee's performance or adherence to workplace directives. While the petitioner alleges that Ms. Carswell was untruthful, there is no evidence or arguments presented that would suggest or imply that Ms. Carswell's prior ethical violation caused her to fabricate or exaggerate the specific and detailed instances of alleged insubordination or unsatisfactory performance by the petitioner that were documented by NYCHA. While the COIB charges may show an ethical lapse on Ms. Carswell's part, they do not provide any direct link sufficient to demonstrate that this lapse translated into bad faith on NYCHA's part in evaluating the petitioner's performance or that the prior charges against Ms. Carswell in any manner or degree influenced or affected NYCHA's decision to terminate the petitioner's employment, given the documented record of the petitioner's performance issues and insubordination from NYCHA's perspective.

Given the extensive documentation provided by NYCHA, it was incumbent upon the petitioner to come forth with some level of competent proof, beyond mere speculation or conclusory statements, demonstrating bad faith on the part of the respondent. The petitioner failed to meet that burden. The record clearly shows a rational basis for NYCHA's decision to terminate the petitioner's probationary employment, grounded in her failure to perform her duties satisfactorily and her repeated insubordination. The petitioner has failed to provide competent proof to raise a substantial issue of bad faith or demonstrate that her termination was for an impermissible reason. Accordingly, the petition should be denied and the proceeding dismissed.

