

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

BOARD OF EDUCATION OF THE CITY)
OF CHICAGO, a body politic and corporate,)

Plaintiff,)

v.)

BARBARA BYRD-BENNETT, GARY)
SOLOMON, THOMAS VRANAS, THE)
SUPES ACADEMY, LLC, and SYNESI)
ASSOCIATES, LLC,)

Defendants)

No.)

2016L002514
CALENDAR/ROOM 5
TIME 00:00
Fraud

TRIAL BY JURY DEMANDED

COMPLAINT

Plaintiff Board of Education of the City of Chicago, by its General Counsel Ronald L. Marmer and Senior Assistant General Counsel Cynthia B. Harris, complains against Defendants Barbara Byrd-Bennett ("Byrd-Bennett"), Gary Solomon ("Solomon"), Thomas Vranas ("Vranas"), The SUPES Academy, LLC ("SUPES"), and Synesi Associates, LLC ("Synesi") as follows:

1. Defendants engaged in a conspiracy and scheme to enrich themselves at the expense of the schoolchildren of the City of Chicago. Byrd-Bennett obtained contracts for herself worth more than \$865,000. In each of Byrd-Bennett's contracts, she agreed to comply with Plaintiff's rules and regulations, including requirements prohibiting her from receiving any financial benefit for herself or her family in connection with any vendor contracts.

2. Unbeknown to Plaintiff, however, Byrd-Bennett secretly had entered into a conspiracy and scheme with Solomon, Vranas, SUPES, and Synesi to steer contracts worth more than \$23 million to SUPES and Synesi in exchange for millions of dollars of secret

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CIRCUIT COURT OF COOK COUNTY
CLERK LAW DIVISION

kickbacks and bribes. Solomon and Vranas, as owners and operators of SUPES and Synesi, agreed to pay Byrd-Bennett the secret kickbacks and bribes.

3. The Special January 2015 Grand Jury returned an Indictment (“Indictment”) charging Defendants with participating “in a scheme to defraud and obtain money and property from CPS [Chicago Public Schools] . . . through bribery and kickbacks.” The Indictment is attached as Exhibit A to this Complaint and is incorporated herein by reference. On October 13, 2015, Byrd-Bennett pled guilty to the charges. Byrd Bennett’s Plea Agreement (“Plea Agreement”) is attached as Exhibit B to this Complaint and is incorporated herein by reference.

4. This action seeks to recover public funds that Defendants obtained through their conspiracy and scheme to defraud. This action also seeks recovery of damages suffered as a result of Defendants’ breach of fiduciary duty, inducement and aiding and abetting of breach of fiduciary duty, breach of contract, and unjust enrichment. Plaintiff seeks money damages and civil penalties in excess of \$65 million.

5. In plain terms, Defendants have stolen money from Plaintiff and the schoolchildren of the City of Chicago, and that money should be returned. Instead, Defendants have used and are continuing to use public funds fraudulently obtained from Plaintiff to pay multiple law firms to defend them in their efforts to avoid the consequences of their wrongful conduct, to hire lawyers to insist that Defendants' ability to pay be kept secret from public scrutiny, and to provide sources of funds to pay criminal penalties as part of hoped-for concessions in plea agreements and sentencing.

The Parties

6. Plaintiff Board of Education of the City of Chicago is a body politic and corporate that operates the public school district in the City of Chicago known as the Chicago Public Schools (“CPS”).

7. Defendant Byrd-Bennett was a contract consultant and then Chief Executive Officer of CPS.

8. Defendant Solomon was and is an owner and operator of SUPES and Synesi. Solomon signed one or more contracts with CPS on behalf of SUPES and Synesi.

9. Defendant Vranas was and is an owner and operator of SUPES and Synesi. Vranas signed one or more contracts with CPS on behalf of SUPES and Synesi.

10. Defendant SUPES is an Illinois limited liability company providing services in the public education industry. SUPES entered into contracts with CPS for employee education training services.

11. Defendant Synesi is an Illinois limited liability company providing services in the public education industry. SUPES and Synesi entered into contracts with CPS to perform certain education training services.

Jurisdiction and Venue

12. This Court has personal jurisdiction over Defendants because each of them has transacted business in Chicago, Illinois and their wrongful conduct occurred in Chicago.

13. SUPES irrevocably agreed in its contracts with CPS to submit itself to the jurisdiction of this Court.

14. Synesi irrevocably agreed in its contracts with CPS to submit itself to the jurisdiction of this Court.

The Fraudulent Scheme

15. Beginning in April 2012 and continuing until April 2015, Defendants agreed that Byrd-Bennett would use her official capacity at CPS to steer contracts to SUPES and Synesi. In return, Solomon, Vranas, SUPES, and Synesi agreed to provide Byrd-Bennett with kickbacks in the form of personal financial benefits for Byrd-Bennett and members of her family, bribes in the form of sports tickets and other gifts, promises of future employment, and promises of future signing bonuses.

16. In or about April and May 2012, Vranas -- on behalf of Solomon, SUPES, and Synesi -- and Byrd-Bennett executed a secret consulting agreement. The agreement gave Byrd-Bennett a percentage of the gross revenues of any CPS contracts awarded to SUPES or Synesi.

Byrd-Bennett's CPS Contracts

17. In May 2012, Byrd-Bennett entered into a written consulting agreement with CPS ("Consulting Agreement"). The Consulting Agreement is attached as Exhibit C to this Complaint and is incorporated herein by reference. Under the Consulting Agreement, Byrd-Bennett received \$128,076.20 in public funds.

18. In the Consulting Agreement, Byrd-Bennett represented and warranted that, at the time she entered into the Consulting Agreement and for the duration of the Consulting Agreement, she was and "shall remain in compliance with" all applicable federal, state, and local laws and all CPS policies and rules. CPS policies included its Code of Ethics, which prohibited Byrd-Bennett from, among other things, receiving anything of value to influence her official actions or from participating in or attempting to influence the hiring of a vendor with whom she had a business relationship. The CPS Code of Ethics is attached as Exhibit D to this Complaint and is incorporated herein by reference.

19. Effective October 12, 2012, Byrd-Bennett entered into an employment contract with CPS to serve as Chief Executive officer ("CEO") of CPS for the period October 12, 2012 through June 30, 2015 ("CEO Contract"). Byrd-Bennett's CEO Contract is attached as Exhibit E to this Complaint and is incorporated herein by reference.

20. Under the CEO Contract, Byrd-Bennett agreed to devote her best professional efforts and full time in performing the duties and responsibilities of CEO. She also agreed to comply with CPS policies, rules, regulations, and directions, including the CPS Code of Ethics.

21. Byrd-Bennett's compensation under the CEO Contract included salary of \$250,000 per year, relocation expenses of \$30,000, and certain other remuneration. Under the CEO Contract, Byrd-Bennett received \$741,096.38 in public funds.

Byrd-Bennett Steers Contracts to SUPES and Synesi

22. Solomon, Vranas, SUPES, and Synesi sought to obtain public funds by securing contracts to provide a leadership development program for CPS network chiefs. Network chiefs supervise and assist principals in CPS schools. The leadership program was known as the Chicago Executive Leadership Academy ("CELA").

23. From April 2012 through April 2015, Defendants conspired to obtain contracts for CELA by using Byrd-Bennett's influence to steer the contracts to SUPES and Synesi. Byrd-Bennett, among other things: (1) introduced a Synesi employee to CPS employees to plan for external school diagnostic reviews and falsely represented that she was receiving no financial benefit from the use of the diagnostic reviews; (2) provided information to Solomon and Vranas regarding Requests for Proposals to be issued by CPS in an effort to give SUPES and Synesi an advantage over their competitors; and (3)

persuaded a vendor which operated alternative schools within CPS to serve as a sponsor for SUPES in August 2012.

24. Throughout the summer and fall of 2012, Byrd-Bennett sought to expand CELA to include training not only for network chiefs but also for school principals.

25. Byrd-Bennett directed CPS employees to identify public funds from CPS to pay the CELA expansion costs. Byrd-Bennett also directed CPS employees to steer contracts for SUPES through the CPS procurement process in 2012 and 2013.

SUPES and Synesi Contracts with CPS

26. In October 2012, CPS approved a \$2.09 million contract for SUPES for leadership development services, including an expansion of CELA to principals ("October 2012 Contract"). A copy of the October 2012 Contract is attached as Exhibit F to this Complaint and is incorporated herein by reference.

27. Byrd-Bennett directed additional expansions of CELA. Byrd-Bennett also obtained funding to pay SUPES, including a \$225,000 settlement payment to SUPES in 2013. In February 2013, Byrd-Bennett also used her official position to secure a \$225,000 contract extension of the October 2012 Contract (the "2013 Contract Extension"). A copy of the 2013 Contract Extension is attached as Exhibit G to this Complaint and is incorporated herein by reference.

28. Byrd-Bennett steered to SUPES an additional \$20.5 million contract for leadership development services, including an expansion of CELA to principals ("June 2013 Contract"). A copy of the June 2013 Contract is attached as Exhibit H to this Complaint and is incorporated herein by reference.

29. Byrd-Bennett also steered to Synesi a contract for school management consulting and other professional services at four CPS high schools (“Synesi Contract”). A copy of the Synesi Contract is attached as Exhibit I to this Complaint and is incorporated herein by reference. The maximum compensation under the Synesi Contract was \$75,000.

Byrd-Bennett’s Kickbacks and Bribes

30. In return for Byrd-Bennett’s efforts to steer the October 2012 Contract to SUPES, Defendants Solomon, Vranas, SUPES, and Synesi agreed to create and fund approximately \$127,000 each into financial accounts for the benefit of Byrd-Bennett’s twin grandsons. The two payments of \$127,000 represent about 10% of the gross proceeds of the October 2012 contract.

31. While employed as CEO, Byrd-Bennett also accepted items of value – such as tickets to sporting events, meals, and other personal items – from Solomon, Vranas, SUPES, and Synesi.

32. Byrd-Bennett also expected to receive, following her employment with CPS: (1) employment with SUPES or Synesi; (2) additional financial accounts for her twin grandsons; and (3) a “signing bonus” worth hundreds of thousands of dollars.

33. Defendants concealed from CPS their true relationship, including the kickbacks, bribes, promises of future employment, and promises of future signing bonuses.

34. Solomon, Vranas, SUPES, and Synesi agreed to provide a letter to Byrd-Bennett falsely purporting to terminate her consulting agreement with SUPES effective April 30, 2012. Byrd-Bennett provided that letter to CPS as part of her efforts to secure contracts with CPS, including her Consulting Agreement and her CEO Contract.

35. Byrd-Bennett also falsely represented in her Statement of Financial Interests filed with CPS each year from 2012 through 2014 that CPS did not award any work, business, or contracts to any person or entity in which she or a relative had an economic interest. Byrd-Bennett also failed to report gifts, promises of future employment, and promises of future signing bonuses.

COUNT I

RECOVERY OF FRAUDULENTLY OBTAINED PUBLIC FUNDS (Against All Defendants)

36. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-35 above, as though fully set forth herein as paragraph 36.

37. Byrd-Bennett fraudulently obtained public funds from CPS. As a consultant and as CEO of CPS, Byrd-Bennett received \$869,162.58 in public funds. Byrd-Bennett received those public funds by affirmatively misrepresenting her true relationship with Solomon, Vranas, SUPES, and Synesi. Had Byrd-Bennett revealed the truth about Defendants' conspiracy to defraud CPS, Byrd-Bennett never would have received any public funds from CPS.

38. Solomon, Vranas, SUPES, and Synesi received payments from public funds of CPS amounting to \$15,450,819.05. Solomon, Vranas, SUPES, and Synesi received those public funds by misrepresenting their true relationship with Byrd-Bennett. Had Solomon, Vranas, SUPES, and Synesi revealed the truth about Defendants' conspiracy to defraud CPS, Defendants Solomon, Vranas, SUPES, and Synesi never would have received any public funds from CPS.

39. Defendants conspired to defraud CPS to obtain public funds.

40. Defendants are liable for full repayment of all public funds received by any of them from CPS.

41. Defendants' conduct was repeated, intentionally deceitful, and so reprehensible as

to warrant the imposition of the maximum civil penalties of three times the amount of fraudulently obtained public funds they received. 735 ILCS 5/20-103(1).

42. CPS made a good faith attempt to collect amounts owed to it by informal methods in accordance with 735 ILCS 5/20-104(a)(3). On December 16, 2015, CPS wrote to each of the Defendants demanding repayment. The demand letters sent to each of Byrd-Bennett, SUPES, Synesi, Solomon, and Vranas are attached as Group Exhibit J to this Complaint and are incorporated herein by reference. Defendants have failed to repay the public funds they fraudulently obtained.

COUNT II

CIVIL CONSPIRACY (Against All Defendants)

43. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-39 above, as though fully set forth herein as paragraph 43.

44. Defendants Byrd-Bennett, Solomon, Vranas, SUPES, and Synesi agreed to accomplish by concerted action their illegal and wrongful conduct, including their fraudulent and secret scheme to pay Byrd-Bennett kickbacks and bribes and promises of future employment and signing bonuses in exchange for Byrd-Bennett steering millions of dollars of public funds to Solomon, Vranas, SUPES, and Synesi.

45. Defendants' actions caused grievous injury and damage to CPS.

COUNT III

BREACH OF FIDUCIARY DUTY (Against Barbara Byrd-Bennett)

46. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-39 and 44-45 above, as though fully set forth herein as paragraph 46.

47. On May 25, 2011, CPS adopted a Code of Ethics Policy 503.1 ("Code of Ethics"), B.R. 11-0525-PO2. The Code of Ethics remains in effect.

48. The Code of Ethics provides at ¶IV: "At all times in the performance of their public duties, Officials and Employees of [CPS] owe a Fiduciary Duty to [CPS] and to the taxpayers of the City of Chicago and the State of Illinois."

49. Byrd-Bennett owed a fiduciary duty to CPS.

50. Byrd-Bennett's fiduciary duty to CPS included an obligation to act with the utmost care, to act in good faith in her dealings with CPS, to be loyal to CPS, and to act honestly and truthfully with CPS.

51. Byrd-Bennett breached her fiduciary duty to CPS by engaging in illegal and wrongful conduct with Defendants Solomon, Vranas, SUPES, and Synesi.

52. As a result of Byrd-Bennett's breach of her fiduciary duty, CPS entered into a consulting agreement and employment contract with Byrd-Bennett while she had secret side deals with Solomon, Vranas, SUPES, and Synesi to steer them business in exchange for kickbacks, bribes, promises of future employment, and promises of future signing bonuses.

53. Allowing Byrd-Bennett to retain public monies paid to her by CPS violates principles of justice, equity, and good conscience.

54. Byrd-Bennett's breach of her fiduciary duty to CPS was repeated, intentionally deceitful, and so reprehensible as to warrant the imposition of punitive damages.

COUNT IV

**INDUCEMENT AND AIDING AND ABETTING
BREACH OF FIDUCIARY DUTY
(Against Solomon, Vranas, SUPES, Synesi)**

55. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-39, 44-45, and 47-54 above, as though fully set forth herein as paragraph 55.

56. Defendants Solomon, Vranas, SUPES, and Synesi knowingly colluded with and induced Byrd-Bennett to breach her fiduciary duty to CPS.

57. Defendants Solomon, Vranas, SUPES, and Synesi knowingly and substantially assisted Byrd-Bennett in breaching her fiduciary duty to CPS.

58. Defendants Solomon, Vranas, SUPES, and Synesi received and knowingly accepted the benefits of Byrd-Bennett's breach of her fiduciary duty to CPS.

59. Allowing Defendants Solomon, Vranas, SUPES, and Synesi to retain public monies paid to them by CPS violates principles of justice, equity, and good conscience.

60. Defendants' conduct was repeated, intentionally deceitful, and so reprehensible as to warrant the imposition of punitive damages.

COUNT V

**BREACH OF CONTRACT
(Against Barbara Byrd-Bennett)**

61. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-18 and 22-35 above, as though fully set forth herein as paragraph 61.

62. Byrd-Bennett's Consulting Agreement with CPS provided that she would indemnify and hold CPS harmless from all losses, damages, and expenses, including costs and attorney's fees, arising out of her negligent or willful acts or omissions in the performance of the

Consulting Agreement. Consulting Agreement, ¶14. Those obligations survived expiration and termination of the Agreement. *Id.*

63. Byrd-Bennett's illegal and wrongful conduct constitutes a material breach of the Consulting Agreement.

64. CPS performed all of its obligations under the Consulting Agreement.

65. CPS has suffered significant losses, expenses, and damages arising from Byrd-Bennett's material breach of the Consulting Agreement.

COUNT VI

BREACH OF CONTRACT (Against Barbara Byrd-Bennett)

66. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-16 and 19-35 above, as though fully set forth herein as paragraph 66.

67. Byrd-Bennett's illegal and wrongful conduct constitutes a material breach of the CEO Contract.

68. CPS performed all of its obligations under the CEO Contract.

69. CPS has suffered damages caused by Byrd-Bennett's material breach of the CEO Contract.

COUNT VII

BREACH OF CONTRACT (Against SUPES)

70. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-16, 22-27, and 30-35 above, as though fully set forth herein as paragraph 70.

71. In the October 2012 Contract, SUPES represented and warranted that SUPES "is

and shall remain in compliance with all applicable . . . statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services. . . . Further [SUPES] is and shall remain in compliance with all Board policies and rules." October 2012 Contract, ¶13 & ¶13.B.

72. In the October 2012 Contract, SUPES also represented and warranted that "[n]o payment, gratuity or offer of employment was made by or to Consultant in relation to this Agreement or as an inducement for award of this Agreement." October 2012 Contract, ¶13.F.

73. All terms and conditions of the October 2012 Contract remained in full force and effect in the 2013 Contract Extension.

74. SUPES agreed to indemnify and hold harmless CPS, its Board members, employees, and others "from and against . . . losses, expenses, including costs and attorney fees, arising out of all . . . obligations . . . of every kind, nature and character arising or alleged to arise out of the negligent or willful acts of omissions of [SUPES], its officials, agents and employees . . . in the performance of this Agreement." October 2012 Contract, ¶15.

75. SUPES misrepresented its true relationship with Byrd-Bennett. SUPES's illegal and wrongful conduct constitutes a material breach of the October 2012 Contract and a material breach of the 2013 Contract Extension.

76. CPS performed all of its obligations under the October 2012 Contract and the 2013 Contract Extension.

77. CPS has suffered damages as a result of SUPES's material breach of the October 2012 Contract and material breach of the 2013 Contract Extension.

COUNT VIII

**BREACH OF CONTRACT
(Against SUPES)**

78. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-16, 22-25, 28, and 30-35 above, as though fully set forth herein as paragraph 78.

79. In the June 2013 Contract, SUPES represented and warranted that SUPES "is and shall remain in compliance with all applicable . . . statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services. . . . Further [SUPES] is and shall remain in compliance with all Board policies and rules." June 2013 Contract, ¶15 & ¶15.B.

80. In the June 2013 Contract, SUPES also represented and warranted that "[n]o payment, gratuity or offer of employment was made by or to [SUPES] in relation to this Agreement or as an inducement for award of this Agreement." June 2013 Contract, ¶15.F.

81. SUPES agreed to indemnify and hold harmless CPS, its Board members, employees, and others "from and against . . . losses, expenses, including costs and attorney fees, arising out of all . . . obligations . . . of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of [SUPES], its officials, agents and employees . . . in the performance of this Agreement." June 2013 Contract, ¶17.

82. SUPES's illegal and wrongful conduct constitutes a material breach of the June 2013 Contract.

83. CPS performed all of its obligations under the June 2013 Contract.

84. CPS has suffered damages as a result of SUPES's material breach of the June 2013 Contract.

COUNT IX

**BREACH OF CONTRACT
(Against Synesi)**

85. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-16, 22-25, 29, and 30-35 above, as though fully set forth herein as paragraph 85.

86. In the Synesi Contract, Defendant Synesi represented and warranted that Synesi "is and shall remain in compliance with all applicable . . . statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services. . . . Further [Synesi] is and shall remain in compliance with all Board policies and rules." Synesi Contract, ¶14 & ¶14.2.

87. In the Synesi Contract, Defendant Synesi also represented and warranted that "[n]o payment, gratuity or offer of employment was made by or to [Synesi] in relation to this Agreement or as an inducement for award of this Agreement." Synesi Contract, ¶14.6.

88. In the Synesi Contract, Defendant Synesi agreed to indemnify and hold harmless CPS, its Board members, employees, agents, officers, and officials from and against losses, damages, and expenses, including costs and attorney's fees arising out of all obligations "of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of [Synesi], its officials, agents and employees . . . in the performance of this Agreement." Synesi Contract, ¶16.

89. Synesi's illegal and wrongful conduct constitutes a material breach of the Synesi Contract.

90. CPS has performed of its obligations under the Synesi Contract.

91. CPS has suffered damages as a result of Synesi's material breach of the Synesi Contract.

COUNT X

**UNJUST ENRICHMENT
(Against All Defendants)**

92. CPS realleges and incorporates by reference the allegations contained in paragraphs 1-60 above, as though fully set forth herein as paragraph 92.

93. Defendants Byrd-Bennett, Solomon, Vranas, SUPES, and Synesi have unjustly retained the benefit of the public funds they received to the detriment of CPS.

94. It would be unjust to allow Byrd-Bennett, Solomon, Vranas, SUPES, and Synesi to retain the public funds they received through their illegal and fraudulent conduct.

95. Defendants' retention of the fraudulently obtained public monies violates the principles of justice, equity, and good conscience.

REQUEST FOR RELIEF

WHEREFORE, CPS respectfully requests that this Court grant the following relief:

A. Enter judgment in favor of CPS and against Defendants Barbara Byrd-Bennett, Gary Solomon, Thomas Vranas, The SUPES Academy, LLC, and Synesi Associates, LLC, jointly and severally, on Count I in an amount not less than \$16,319,981.63, plus prejudgment interest thereon through the date of judgment, and additional civil penalties at the maximum rate of three times the judgment amount in an amount not less than \$48,959,944.89;

B. Enter judgment in favor of CPS and against Defendants Barbara Byrd-Bennett, Gary Solomon, Thomas Vranas, The SUPES Academy, LLC, and Synesi Associates, LLC on Counts II, III, and IV awarding damages to CPS in an amount not less than \$16,319,981.63, plus prejudgment interest and punitive damages;

C. Enter judgment in favor of CPS and against Defendant Barbara Byrd-Bennett on

Counts V and VI in an amount to be determined for damages suffered by CPS and for indemnification of losses and expenses, including costs and attorney's fees incurred by CPS, as a result of Byrd-Bennett's material breach of contract, plus prejudgment interest;

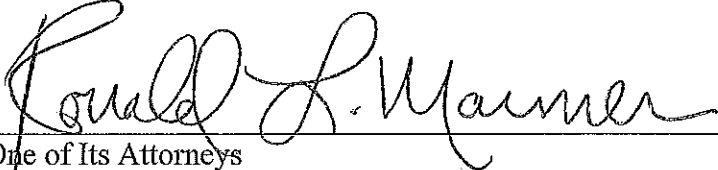
D. Enter judgment in favor of CPS and against Defendant The SUPES Academy, LLC on Counts VII and VIII in an amount to be determined for damages suffered by CPS and for indemnification of losses and expenses, including costs and attorney's fees incurred by CPS, as a result of SUPES's material breach of contracts, plus prejudgment interest;

E. Enter judgment in favor of CPS and against Defendant Synesi Associates, LLC on Count IX in an amount to be determined for damages suffered by CPS and for indemnification of losses and expenses, including costs and attorney's fees incurred by CPS, as a result of Synesi's material breach of contract, plus prejudgment interest;

F. Enter judgment in favor of CPS and against Defendants Barbara Byrd-Bennett, Gary Solomon, Thomas Vranas, The SUPES Academy, LLC, and Synesi Associates, LLC on Count X in an amount to be determined but not less than \$16,319,981.63, plus prejudgment interest; and

G. For such other and further relief as the Court deems just and proper.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: 
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