

141771

WMS WMS
(R) 618
Jury

LAW OFFICES OF
GINA MENDOLA LONGARZO, LLC

244 GREEN VILLAGE ROAD
MADISON, NEW JERSEY 07940
973.236.0700

RECEIVED / FILED FSI
Superior Court of New Jersey

APR 04 2008 X

CIVIL CASE MANAGEMENT
UNION COUNTY

Attorneys for Plaintiffs
Sharon and Wayne Moore
Our File No. 4040.047327

<p>SHARON and PHILIP MOORE, Plaintiffs, vs. SPRINGFIELD BOARD OF EDUCATION, MICAHAEL A. DAVINO, MATTHEW A. CLARKE, ELLYN ATHERTON, JARED MOSKOWITZ, SHEILA HAHN, MICHAEL L. MOORE, and JOHN and JANE DOES 1-10, (fictitious names), Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: UNION COUNTY DOCKET NO. UNN-L-1191-08 Civil Action</p>
---	---

Plaintiffs, Sharon and Philip Moore, residing in the Town of Irvington, in the State of New Jersey, by way of Complaint against the defendants, Springfield Board of Education, Michael A. Davino, Matthew A. Clarke, Ellyn Atherton, Jared Moskowitz, Sheila Hahn, Michael L. Moore, and John and Jane Does, 1-10 (fictitious names), say:

THE PARTIES

1. The plaintiff is an African-American female.
2. Defendant, Springfield Board of Education [hereinafter the "Board"] is a public entity in the business of the education of minors in the State of New Jersey, with offices at 139 Mountain Avenue, Town of Springfield, County of Union, New Jersey. At all relevant times, the Board was the employer of the plaintiff.
3. At all relevant times, the Board was a public employer and qualifies as plaintiff's "employer" as defined under the New Jersey Law Against Discrimination ["NJLAD"]. The Board is liable for the acts of the defendants alleged herein

either as the direct employer of the plaintiff, the direct acting party or under the doctrine of *Respondeat Superior*.

4. At all relevant times, Michael A. Davino was an employee of Springfield Township serving as the Superintendent of Schools. Michael A. Davino is being sued in an individual capacity and in his capacity as an employee and/or agent of the Board. Michael A. Davino is the head policy-maker and is a white male.
5. At all relevant times, Matthew A. Clarke was an employee of Springfield Township serving the Board Secretary of Springfield Public Schools, and a supervisor of the plaintiff. Matthew A. Clarke is being sued in an individual capacity and in his capacity as an employee and/or agent of the Board and as a supervisor. Matthew A. Clark is a white male.
6. At all relevant times, Ellyn Atherton was an employee of Springfield Township serving as the Director of Human Resources and Professional Development, and a supervisor of the plaintiff. Ellyn Atherton is being sued in an individual capacity and in her capacity as an employee and/or agent of the Board and as a supervisor. Ellyn Atherton is a white female.
7. At all relevant times, Jared Moskowitz was an employee of Springfield Township serving as a teacher, and a supervisor of the plaintiff. Jared Moskowitz is being sued in an individual capacity and in his capacity as an employee and/or agent of the Board and as a supervisor. Mr. Maskowitz is a white male.
8. At all relevant times, Sheila Hahn was an employee of Springfield Township serving as the Transportation Coordinator for the Board and a supervisor of the

plaintiff. Sheila Hahn is being sued in an individual capacity and in her capacity as an employee and/or agent of the Board and as a supervisor. Ms. Hahn is a white female.

9. At all relevant times, Michael L. Moore was an employee of Springfield Township serving as the Facilities Supervisor for the Board. Michael L. Moore is being sued in an individual capacity and in his capacity as an employee and/or agent of the Board and as a supervisor. Mr. Moore is a white male.
10. All of the individual defendants have been listed herein based upon their specific, individual acts of civil rights violations and discrimination directed toward plaintiff and/or their failure to prevent co-workers, superiors and subordinates of plaintiff from engaging in conduct that was obviously discriminatory harassing, and retaliatory in nature toward plaintiff. The defendants are also listed herein based upon their direct acts and the failure to act when action was required which created a hostile work environment and caused harm to plaintiff.
11. All of the individual defendants engaged in a conspiracy and acted jointly to subject plaintiff to an intolerable, abusive, and racially hostile work environment. The defendants also violated the plaintiff's rights, liberties, and protections guaranteed by the constitution of the State of New Jersey. The purposeful misconduct of all of the defendants has caused great harm and injury to the plaintiff.

STATEMENT OF FACTS

12. The plaintiff, Sharon Moore, is an African-American female, who has approximately six years of experience as a bus driver and has a Commercial Drivers License. Race is not a bona fide occupational qualification for the position of bus-driver held by plaintiff for the Board.
13. Plaintiff was hired by the Township of Springfield and the Board in September of 2000 as a public school bus-driver and at all relevant times has been employed by Springfield Township and the Board as a bus-driver.
14. While employed by the Board, plaintiff was treated disparately and despite her excellent performance and experience, her responsibilities and shifts were decreased until she was ultimately and wrongfully terminated.
15. In September of 2003, another bus-driver, a white female, Dixie Dougherty, was hired by the Board. Approximately three weeks thereafter Ms. Dougherty was hired, Ms. Hahn went on vacation and left plaintiff in charge of the bus drills at Walton School. While Ms. Hahn was on vacation, Ms. Dougherty informed plaintiff that Ms. Hahn had telephoned her and told her to do the drills instead of plaintiff, despite the fact that she was only just hired three weeks prior.
16. When Ms. Hahn returned to work the following week, plaintiff asked why she had been reassigned from the bus drill, and Ms. Hahn replied that plaintiff's aide was not speaking proper English. When plaintiff inquired as to what that had to do with her or the drill, Ms. Hahn said. "Well you guys should have worked it out."

17. Plaintiff discovered that Ms. Dougherty had an additional 15 minutes of time per week, even though she had only just been hired. In October, plaintiff approached Shelia Hahn and inquired as to why this was occurring and voiced her belief that Ms. Dougherty was being afforded preferential treatment as a white employee and that she and the other African-American employees were being treated unfavorably on shift assignments. Ms. Hahn responded that no one wanted the route. Plaintiff advised that she was never asked if she wanted the route. The following day after plaintiff's morning shift, Ms. Hahn advised her that Michael Moore wanted to see her.
18. During plaintiff's meeting with Mr. Moore he told her that she was "stirring the pot" by asking questions about other employees' hours. Plaintiff then asked Mr. Moore why Ms. Dougherty as a less senior and brand new hire, had additional time that she was not offered. Mr. Moore responded that it was "none of [plaintiff's] damn business," and she had no right to be questioning other employees' hours. Plaintiff then expressed that she felt she was being treated unfairly as she was a senior driver and that she felt she was being discriminated against. Mr. Moore said he did not care and that he could only depend on three people in Transportation to get his work done, Ms. Hahn, Mr. Monteverde, and Ms. Dougherty, who were "loyal to him," and who were all white employees. He also stated that he would do whatever is necessary to get rid of "troublemakers". Despite plaintiff's complaints of disparate treatment, nothing was done to remedy the situation, and instead, Ms. Dougherty actually received an additional 30 minutes of time the following year.

19. Plaintiff was also denied additional shifts despite having specifically advised Ms. Hahn that she was available and willing to work Saturdays. Ms. Hahn deliberately told plaintiff that there were no available shifts on Saturdays. However, during this time period, a Board High School was involved in Habitat for Humanity and was assisting contractors build houses for low income residents in Elizabeth, New Jersey on Saturdays. The newest hired non-minority bus-driver, Ms. Dougherty, was given every Saturday shift.
20. Upon learning of the Habitat for Humanity program, plaintiff addressed the topic with Ms. Jennifer Beck, another African-American female and the senior most driver for the Township, who was also unaware of the program. Plaintiff and Ms. Beck then spoke to Ms. Hahn about the program and the Saturday shifts and asked why there were not offered such shifts. Ms. Hahn advised that she would schedule plaintiff and Ms. Beck for some of the Saturday shifts. However, Ms. Beck was given shifts, and Ms. Dougherty continued to receive shifts, but plaintiff was not given the shifts she was promised. When the program was continued the following year, plaintiff was again overlooked for shifts.
21. Not only was plaintiff denied shifts in favor of Ms. Dougherty, but incredibly, Ms. Hahn went as far as to take plaintiff's established Vo-Tech route and reassign it to Ms. Dougherty. When plaintiff asked why, Ms. Hahn claimed the Principal did not want plaintiff going to Vo-Tech. Plaintiff requested that the reason for the reassignment of her route be issued to her in writing and again voiced her concern that she was being discriminated against as an African-American. However, she never received any such correspondence, and in fact, when the plaintiff mentioned this reassignment to the Principal, he advised her that he never took plaintiff off the route.

22. In addition to disparate treatment with respect to shifts and overtime, plaintiff has also been purposely subjected to disparate and unfavorable working conditions which are meant to demean and harass her. Plaintiff was assigned to the worse buses available, which barely had heat in the winter and no air conditioning in the summer. Meanwhile, there was a new bus parked in the garage not being used and was only issued to plaintiff once after specifically requesting a different bus during a newsworthy heat wave in September 2004.
23. Additionally, on one occasion, a track and field event in Mendham was cancelled due to a thunder storm, and plaintiff was never notified. Plaintiff was showed no consideration when other drivers would have been and was instead left to inquire to a police officer as to where the children were.
24. Plaintiff later witnessed Ms. Dougherty lounge gesturing about her in an offensive manner and indicating that no one should deal with her. Throughout 2004 the plaintiff's union representative, Terry Caddock-Ponce, had sent letters to the Board advising of plaintiff's complaints of discrimination. As they had obviously not made a difference, on November 19, 2004, Ms. Caddock-Ponce filed a grievance on behalf of the plaintiff complaining about Ms. Dougherty's behavior and the constant discrimination and harassment.
25. Thereafter, as direct retaliation for the plaintiff's reported complaints of being treated disparately, a ridiculous and unfounded child abuse charge was brought against plaintiff. As a result of the charges, plaintiff was suspended on November 21, 2005. However, when another driver and an aide were charged with child abuse in January 2005, they

were not suspended. After an investigation was conducted, plaintiff was cleared on all allegations. However, her employer did not inform her of same as it was required to do.

26. On December 15, 2005 Ms. Hahn informed plaintiff that Mr. Clarke wanted her to drive a disabled student to the Calais School in Whippany the next day. In response, plaintiff contacted her Union Attorney to make sure it was okay for her to drive the student due to prior unfounded charges leveled against her. Her attorney's office called the Department of Human Services and was informed that the alleged accusation was unfounded and plaintiff's supervisors were notified of the findings the week of December 12, 2005.
27. During plaintiff's suspension, Ms. Dougherty was assigned to plaintiff's normal route. After the accusations against plaintiff were determined to be unfounded and she was cleared to return to work by the Department of Human Services, her employer refused to put her back on normal route and did not reinstate her until January 5, 2006.
28. In January 2006, plaintiff had to pick up students in Kenilworth for an after-school trip at approximately 6:00 p.m. and then a student in Mountain Lakes at approximately 8:00 p.m. Plaintiff informed Ms. Hahn that she could not make the 8:00 p.m. pick-up because she had to be home for her minor child. Ms. Hahn responded that "no one wants the shitty pieces of work, you guys just want one person to do all the shitty runs." Plaintiff said she did not know what she meant. Ms. Hahn further stated that Ms. Beck and plaintiff want to "pick and choose what they want to do and whoever can do the 8:00 p.m. run will do it." Plaintiff reminded Ms. Hahn that she had never complained about doing a route before, and she agreed. Plaintiff was embarrassed and humiliated by Ms. Hahn's inappropriate

and demeaning tone and asked her why she was insulting her in front of co-workers and left.

29. On March 17, 2006, plaintiff drove one of two buses escorting a middle school class to Union County College for a class trip. Jared Moskowitz and two female teachers who were chaperoning the trip rode the bus plaintiff was driving. On the way to the College, the students began to stand up, change seats and were extremely loud, in direct violation of the posted Bus Safety Rules. [See Exhibit A]. Plaintiff advised Mr. Moskowitz that the students were too loud and were acting in an unsafe manner, but he did not respond.

30. Upon arrival at the College, Mr. Moskowitz wanted the students to sing to warm up, however, plaintiff informed him that she had a headache and requested that the students not sing. Plaintiff also advised him that she needed to return to the garage. When plaintiff arrived back at the garage, she advised Ms. Hahn of the students' behavior and requested to be switched with the other driver assigned to the trip. Both Ms. Hahn and the other driver agreed. Thereafter, on January 23, 2006, plaintiff was suspended by the Superintendent in response to a bogus and unfounded complaint by Mr. Moskowitz that plaintiff was driving recklessly. As a result, plaintiff was suspended, subjected to an unwarranted DYFS Investigation and eventually wrongfully terminated.

31. The Board seized upon this incident as an opportunity to get rid of the plaintiff, the "troublemaker" who dared to voice complaints about being denied racial equality and unbiased conditions in her employment. As a result of her wrongful termination, the plaintiff's union filed a grievance with Ms. Atherton on her behalf complaining about the manner in which this matter was handled in violation of her Union Contract.

32. Although plaintiff had committed no wrongdoing, had exemplary performance evaluations in her file, had no prior sustained discipline, had witnesses in her favor, and had numerous letters from parents and educators in the Township attesting to her excellent capabilities and track record as a bus driver for the Board, the Board then held a closed meeting on April 3, 2006 before she even had a chance to defend herself or present all of the exculpatory evidence on record.

33. Plaintiff was notified of this decision verbally on the following date of April 4, 2006. Plaintiff thereafter received a letter on April 10, 2006, from Mr. Clarke officially notifying her of the termination decision by the Board of Education and cancelling her employment.

COUNT ONE

34. Plaintiff, Sharon Moore complained to upper level management, including the Board Secretary and Facilities Supervisor about the racial discrimination, retaliation, disparate treatment, and harassment she was being subjected to. However, no action was taken against the culpable parties who were protected by the Board and the Board directly condoned and participated in the misconduct by allowing the aforesaid conduct to continue.

35. The Board is liable for the acts of its employees pursuant to the doctrine of *Respondeat Superior*. Moreover, the custom, policy, and practices of the employer caused plaintiff to be harmed.

36. As a direct result of the actions of defendants in violation of the NJLAD, N.J.S.A. 10:5-1, et seq., plaintiff has been deprived of her employment rights and

other rights, has lost wages and benefits, and other emoluments of the position denied and was wrongfully terminated. Plaintiff has sustained injury to her reputation and employability. Plaintiff has also suffered emotional distress, pain, and suffering. Further, Plaintiff has been compelled to retain an attorney to vindicate her rights. Additionally, Plaintiff has been otherwise injured.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory damages for pain and suffering as well as loss of earnings and other employee benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit, injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

COUNT TWO

37. Plaintiffs incorporate by reference each and every allegation made previously herein.
38. Defendants, Michael A. Davino, Matthew A. Clarke, Ellyn Atherton, Jared Moskowitz, Sheila Hahn, and Michael L. Moore, violated plaintiff's rights guaranteed by the NJLAD, N.J.S.A. 10:5-1 and 10:5-12, et seq. These individual defendants committed unlawful employment practices by knowingly giving substantial assistance and encouragement to the unlawful conduct by aiding and abetting the

discriminatory employment practices against the plaintiff because of her race, and by aiding and abetting the harassment of plaintiff and subjecting her to a racially hostile work environment which adversely affected her ability to perform her job.

39. The individual defendants acted deliberately and with malicious animus and exhibited a reckless and callous indifference to plaintiff's rights through their purposeful actions, willful misconduct and evil motive and are all upper-level management and agents of the Board. Moreover, the custom, policy, and practice of the employer caused plaintiff to be harmed.

40. Accordingly, the individual defendants are liable as is the defendant employer, the Board, who was responsible for the conduct of its agents and employees.

41. As a direct result of the actions of defendants in violation of the NJLAD, N.J.S.A. 10:5-1, et seq., plaintiff has been deprived of her employment rights and other rights, has lost wages and benefits, and other emoluments of the position denied and was wrongfully terminated. Plaintiff has sustained injury to her reputation and employability. Plaintiff has also suffered emotional distress, pain, and suffering. Further, Plaintiff has been compelled to retain an attorney to vindicate her rights. Additionally, Plaintiff has been otherwise injured.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory damages for pain and suffering as well as loss of earnings and other employee

benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit, injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

COUNT THREE

42. Plaintiffs incorporate by reference each and every allegation made previously herein.
43. Throughout her career as a bus-driver with the Board, Ms. Moore complained to management and upper management about the discrimination and the disparate treatment she endured and for voicing complaints about her racially hostile work environment.
44. Plaintiff was subjected to unjustified and unwarranted reprimands, humiliations, unwarranted suspensions, disparate treatment in the workplace, and was eventually wrongfully terminated. She was thus retaliated against for her valid complaints about being the victim of racial discrimination in the workplace.
45. As a direct result of the actions of defendants in violation of the NJLAD, N.J.S.A. 10:5-1, et. seq., plaintiff has been deprived of her employment rights and other rights, has lost wages and benefits, and other emoluments of the position denied and was wrongfully terminated. Plaintiff has sustained injury to her reputation and employability. Plaintiff has also suffered emotional distress.

pain, and suffering. Further, Plaintiff has been compelled to retain an attorney to vindicate her rights. Additionally, Plaintiff has been otherwise injured.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory damages for pain and suffering as well as loss of earnings and other employee benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit, injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

COUNT FOUR

46. Plaintiffs incorporate by reference each and every allegation made previously herein.
47. As set forth in preceding paragraphs, Ms. Moore was subjected to several unjustified and unwarranted reprimands and suspensions. Ms. Moore was also subjected to an unwarranted DYFS investigation and was wrongfully terminated.
48. Plaintiff's various complaints went unheeded, and she was continually subjected to demeaning, discriminatory, and distressing behavior by defendants.
49. Defendants intentionally imposed verbal and mental abuse on plaintiff, forced her to endure a hostile, abusive, and embarrassing work environment, and caused her to suffer severe mental and emotional distress. As a direct, foreseeable, and

proximate result of the actions of defendants, plaintiff has suffered and will continue to suffer damages including but not limited to severe emotional distress, humiliation, embarrassment, physical harm, and severe anxiety manifesting itself in physical and psychological symptoms.

50. All of the defendants did intentionally, maliciously, and/or in gross and wonton disregard of the safety and well-being of the plaintiff, cause plaintiff to sustain severe emotional upset and injury.

51. The Board is responsible for the actions of their employees pursuant to the doctrine of *Respondeat Superior*.

52. As a direct and consequent result of the intentional misconduct aforesaid, plaintiff has been deprived of her employment rights and other rights, has lost wages and benefits, and other emoluments of the position denied and was wrongfully terminated. Plaintiff has sustained injury to her reputation and employability. Plaintiff has also suffered emotional distress, pain, and suffering. Further, Plaintiff has been compelled to retain an attorney to vindicate her rights. Additionally, Plaintiff has been otherwise injured.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory damages for pain and suffering as well as loss of earnings and other employee benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit,

injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

COUNT FIVE

53. Plaintiffs incorporate by reference each and every allegation made previously herein.
54. Defendants intentionally and wrongfully engaged in a civil conspiracy to deprive plaintiff of her employment rights and civil rights, to harass plaintiff, to subject her to a hostile work environment, and to prevent plaintiff from the continued enjoyment of her position for improper reasons and motivations.
55. The Board is liable for the acts of their employees pursuant to the doctrine of *Respondeat Superior*.
56. As a direct, foreseeable, and proximate result of the intentional actions of defendants, plaintiff has been deprived of her employment rights and other rights, has lost wages and benefits, and other emoluments of the position denied and was wrongfully terminated. Plaintiff has sustained injury to her reputation and employability. Plaintiff has also suffered emotional distress, pain, and suffering. Further, Plaintiff has been compelled to retain an attorney to vindicate her rights. Additionally, Plaintiff has been otherwise injured.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory

damages for pain and suffering as well as loss of earnings and other employee benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit, injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

COUNT SIX

57. Plaintiffs incorporate by reference each and every allegation made previously herein.
58. Upon information and belief, defendants caused a DYFS investigation to be initiated against plaintiff in which she was cleared of all charges. The Township and/or Board of Ed., however, neglected to conduct their own investigation into the complaint against plaintiff and instead suspended and eventually terminated her.
59. Defendants purposely and unfairly failed to conduct an investigation into the alleged wrongdoing and unreasonably terminated plaintiff despite readily accessible proof to the contrary. Defendant failed to take reasonable steps to undergo and supervise a proper investigation and to uncover plaintiff's innocence and lack of involvement in any wrongdoing.
60. As a result of the intentional and purposeful failure to conduct a proper investigation, defendants committed an intentional act to harm the plaintiff and failed to provide her with the employee protections to which she was entitled, plaintiff was wrongfully discharged from her employment with defendant on April 10, 2008.

61. The actions and conduct of the defendant were egregious and malicious.
62. The actions and conduct of the defendant were done with willfull and wanton disregard for the rights of the plaintiff.
63. As a direct, foreseeable, and proximate result of the intentional actions of defendant and by reason of the gross negligence and wrongful termination, plaintiff has been deprived of her employment rights and other rights, has lost wages and benefits, and other emoluments of the position denied and was wrongfully terminated. Plaintiff has sustained injury to her reputation and employability. Plaintiff has also suffered emotional distress, pain, and suffering. Further, Plaintiff has been compelled to retain an attorney to vindicate her rights. Additionally, Plaintiff has been otherwise injured.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory damages for pain and suffering as well as loss of earnings and other employee benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit, injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

COUNT SEVEN

64. Plaintiffs incorporate by reference each and every allegation made previously herein.
65. At all relevant times, the Plaintiff Sharon Moore was married to the Plaintiff Philip Moore.
66. The plaintiffs are husband and wife and were husband and wife at the time all of the aforementioned misconduct was committed by defendants and as such are entitled to each other's services and consortium.
67. As a direct and proximate result of the unlawful conduct of the defendants, Plaintiff Philip Moore was and will be in the future deprived of the services and consortium of his wife, Sharon Moore.

WHEREFORE the Plaintiffs demand judgment jointly and severally against defendants for seniority level back pay and front pay, restoration of all seniority and all employee benefits that plaintiff may have lost, compensatory damages for pain and suffering as well as loss of earnings and other employee benefits, damages for reputational and career development injury, consequential damages, incidental damages, punitive damages, attorneys fees and costs of suit, injunctive relief requiring remediation of defendants' discrimination and retaliation through affirmative action, and any other relief deemed by the Court to be equitable and just.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:25-4, **GINA MENDOLA LONGARZO** is designated as trial counsel.

DEMAND FOR TRIAL BY JURY

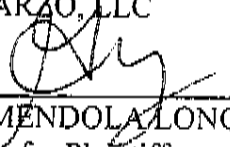
Please take notice that the plaintiffs, **SHARON and PHILIP MOORE**, demand a trial by jury.

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify, pursuant to R. 4:5-1, that the present matter in controversy is not the subject of any other action pending in any court, nor is any other action or arbitration proceeding contemplated.

LAW OFFICES OF GINA MENDOLA
LONGARZO, LLC

By: _____


GINA MENDOLA LONGARZO, ESQ.
Attorney for Plaintiffs
SHARON and PHILIP MOORE

Dated: April 4, 2008

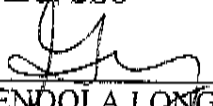
PROOF OF MAILING/CERTIFICATION

I hereby certify that an original and copy of the within Complaint, Designation of Trial Counsel and Jury Demand was filed with the Clerk of Union County as deputy Clerk of the Superior Court of Union, New Jersey.

I hereby certify, pursuant to R.4:5-1, that the present matter in controversy is not the subject of any other action pending in any court, nor is any other action or arbitration proceeding contemplated.

LAW OFFICES OF GINA MENDOLA
LONGARZO, LLC

By: _____


GINA MENDOLA LONGARZO, ESQ.
Attorney for Plaintiffs
SHARON and PHILIP MOORE

Dated: April 3, 2008

cc: BOE Board
CLOSED 7
7-30-09

GENERAL RELEASE

THIS RELEASE (herein after referred to as the "Release") is provided by Sharon and Philip Moore ("the Moores") to Springfield Board of Education, Michael Davino, Matthew A. Clarke, Elyn Atherton, Jared Moskowitz, Sheila Hahn and Michael L. Moore ("Board of Education and Individual Defendants"), jointly referred to as the Parties, and with reference to the following background.

BACKGROUND

A. Sharon Moores was employed by the Springfield Board of Education as a bus driver until her termination on April 3, 2006;

B. On or about April 4, 2008, the Moores filed suit in the Superior Court of New Jersey, Law Division, Union County, Docket No.: UNN-L-1191-08, alleging racial discrimination, retaliation, disparate treatment, harassment, wrongful termination and hostile work environment in violation of the NJLAD, and civil conspiracy to deprive her of her employment rights; The Moores alleged liability of the Board of Education for their claims under a theory of *Respondeat Superior* and alleged liability of the individual Defendants for aiding and abetting the Board of Education in their conduct. The Moores alleged that as a result of the conduct underlying of those actions, Philip Moore was deprived of the services and consortium of Sharon Moore;

C. The Moores claimed that they incurred substantial and ongoing damages as a result of Sharon Moore's termination of employment with the Board of Education;

D. The Board of Education and Individual Defendants have denied, and continue to deny, any and all liability for any and all claims alleged by the Moores; they further deny that the Board of Education and/or the Individual Defendants violated any laws, engaged in any unlawful or wrongful conduct, discriminated or retaliated or conspired against the Moores in any manner; and

E. The Parties desire to make a full and final settlement of any and all of the claims and potential claims of the Moores against the Board of Education and Individual Defendants, that are known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented;

From: 1(732) 248-2355 To: longarzo Page: 3/9 Date: 7/8/2009 11:13:28 AM

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, and intending to be legally bound, the undersigned Parties agree as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by the Board of Education and/ or the Individual Defendants of racial discrimination, retaliation, disparate treatment, harassment, wrongful termination, hostile work environment in violation of the NJLAD and/or civil conspiracy to deprive Sharon Moore of her employment rights; or of any violation of any law, common law, or federal, state or local statute or regulation, or of any employment policy, practice, or contract, or of any alleged duty owed by the Board of Education and/or the Individual Defendants to the Moores, or of any unlawful or wrongful acts whatsoever by the Board of Education and/or the Individual Defendants. The payment hereunder is made solely to avoid the inconvenience and cost of litigation, and to resolve completely all of the claims by the Moores against the Board of Education and Individual Defendants, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below;

2. Cooperation. The Parties agreed to cooperate fully with each other in connection with any steps required to be taken as part of their obligations under this Release;

3. Withdrawal and Dismissal of Lawsuit and Covenant Not to Sue. The Moores understand that the Court in the Superior Court of New Jersey, Union County will dismiss their lawsuit, Docket No. UNN-L-1191-08, and the Moores agree not to re-file, revive or reopen this lawsuit in any way. The Moores further agree not to file any Charges with the EEOC or DCR against the Board of Education, its employees, agents or representatives and/or the Individual Defendants;

The Moores further agree that neither they, nor any person, organization, agency, or other entity on their behalf, will file, charge, claim, sue, or cause to be filed, charged, claimed or otherwise sue, any other lawsuit, legal proceeding, action, or claim of any nature with any Court or agency (including any action for damages, attorney's fees, injunction, declaratory, monetary, equitable or other relief) against the Board of Education and/or the Individual Defendants based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown;

The Moores understand and agree that they will not be considered prevailing parties under any statute, common law, or otherwise as a result of this Release;

4. Agreement to Never Apply for Work with, or to Provide Paid Services in Any Capacity to, the Board of Education. The Moores further agree that Sharon Moore will never apply for employment with the Board of Education or otherwise provide services for pay to the Board of Education, whether as a direct employee, a contractor, or as an employee of a subcontractor employed by a contractor hired to perform work for the Board of Education at any time in the future. However, Sharon Moore is expressly permitted to continue her present job as a driver for the Township of Springfield;

5. Payment. In exchange for the promises, Releases and legal releases stated herein, and other good and valuable consideration, the Moores will be paid a lump sum of twenty thousand dollars (\$20,000.00), within thirty (30) days from the effective date of this Release. The effective date of this Release shall be the date upon which the Board of Education and Individual Defendants receive the Moore's signed and notarized Release, W-9 form and a child support search from their attorney;

The payment of \$20,000.00 will not be subject to any withholding and will be taxed in the manner of a 1099 form, and all payments shall be made payable to the Law Offices of Gina Mendola Longarzo, LLC, in trust for the Moores at the office of their attorney, and it shall be the responsibility of the Moores' counsel to distribute to the Moores' portion of the settlement proceeds;

6. The Moores' Tax Indemnification. The Moores agree to indemnify and hold the Board of Education harmless from any and all Federal, State and local tax liabilities, deficiencies, levies, interest and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release, if the Moores fail to properly pay any taxes to which this settlement may be subject;

7. Full and Complete Settlement. The Moores agree that the payment described in Paragraph 5 will be received by the Moores as a full and complete settlement, as more fully detailed in Paragraph 8, below, of all claims, known or unknown, asserted or unasserted, of the Moores, allegedly arising out of any and all conduct or actions or inactions of the Board of Education and/or Individual Defendants and/or allegedly arising out of the Board of Education's employment, termination of employment, separation from employment, or relationship with the Board of Education and/or Individual Defendants;

From: 1(732) 248-2355 To: longatzo Page: 5/9 Date: 7/8/2009 11:13:28 AM

8. General Release Waiver of all Claims by The Moores. In consideration for the payment and promises described in Paragraph 5 of this Release, the Moores fully release and forever discharge the Board of Education and Individual Defendants, and all of the Board of Education's former or current directors, officers, administrators, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, and any and all benefit plans, and successors and assigns, and each of them (hereinafter the "Board of Education and Individual Defendants, and/or Released Parties") of and from any and all claims, actions, causes of action, back pay, front pay, contracts, Releases, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive damages, attorneys' fees, expenses, costs, losses, liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Release, including, but not limited to, any and all Claims of race and national origin discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding or involving: any federal, state or local laws, or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; claims for personal injury, defamation, wrongful conduct or wrongful discharge; the Civil Rights Acts of 1868 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; and the Americans with Disabilities Act; the Age Discrimination and Employment Act, as amended; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the Federal Family and Medical Leave Act; State Family and Medical Leave Act; Claims alleging retaliation under the Worker's Compensation Act; the Conscientious Employer Protection Act; the Unemployment Compensation Law; National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining Releases, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship between or among the Moores and the Released Parties predating the effective date of this Release; and all Claims for employment, reemployment, or reinstatement of employment by the Board of Education; any and all grievances, or demands for mediation or arbitration, or Claims or demands under Board of Education policies and procedures; any and all Claims asserted, or which could have been asserted, in a federal or State Court lawsuit referenced above, or otherwise, including any Claims against any current or former agents or

From: 1(732) 248-2355 To: longerzo Page: 6/9 Date: 7/8/2009 11:21:39 AM

employees or other Released Parties of the Board of Education and Individual Defendants;

The Moores hereby specifically waive, release and give up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which they have or may have, against the Board of Education and Individual Defendants and the Released Parties, based on any fact, act, event, or omission whether now known or unknown, occurring before the effective date of this Release. The Moores understand that they are waiving, releasing and giving up all Claims and rights that they know about and all Claims and rights they may not know about at the time of this Release. This Release does not apply to Claims based on facts occurring after the effective date of this Release;

9. Attorneys' Fees, Costs and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. The Moores specifically waive all claims to attorney's fees, costs and expenses from the Board of Education and/or the Individual Defendants, including all claims for reimbursement to the Board of Education and/or Individual Defendants or their attorneys, agents or family members, of any attorney's fees, costs, and expenses they incurred or paid, or which were paid on their behalf;

10. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where Federal Law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of this Release;

11. Confidentiality and Non-Disclosure. The Moores agree that the terms, conditions, fact of payment, amount of payment and the underlying facts of the settlement stated in this Release shall be held strictly confidential by them. The Moores further agree that they shall not describe, characterize or disclose any such information in any manner whatsoever directly or indirectly, orally or in writing, to anyone not a Party to this Release, except to the extent required by law or to say, "the matter has been resolved", if asked. The Moores may disclose the terms of this Release where legally obligated to do so, and may disclose the terms of this Release to their immediate family, accountants, or financial advisors and attorneys, provided those individuals agree to be bound to the confidentiality and non-disclosure terms in Paragraph 11 of this Release. The Board of Education specifically agrees not to release any negative information about Sharon Moore to any prospective

From: 1(732) 248-2355 To: longarzo Page: 7/9 Date: 7/6/2009 11:21:40 AM

employer, but will provide a neutral job reference only stating her dates of employment, position and salary upon inquiry.

12. Settlement Subject to Approval of a Governing Body. The Moores understand that this agreement will not be binding unless and until it is finally approved by the Board of Education. If it is not so approved, The Moores understand that no settlement agreement will exist and that they may petition the Court to reopen or continue this case and that neither the Board of Education nor the Individual Defendants will oppose such efforts;

13. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the Parties;

14. The Moores' Certification. The Moores agree, certify, acknowledge and represent: (a) that they have been and are hereby advised in writing to consult with an attorney of their choice and at their expense, prior to signing this Release; (b) that they have had adequate time and opportunity to review and discuss, and have reviewed and discussed, all of the terms and sections of this Release thoroughly with their attorney; (c) that their attorney has explained this entire Release to them; (d) that they do not waive any rights or claims that may arise after the date this Release becomes effective; (e) that they shall have and must be given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that their waiver of Claims and this Release shall not become effective until the effective date of this Release;

If the Moores decide to sign this Release before the expiration of the 21-day period, the Moores specifically acknowledge that they have had sufficient time and opportunity to review and understand the terms of this Release and specifically waive and give up any rights for additional time or opportunity to review it;

The check for payment of the amount set forth in Paragraph 5 shall be delivered to the Moores' attorney by certified mail;

SHARON AND PHILIP MOORE FURTHER CERTIFY, ACKNOWLEDGE, AND REPRESENT THAT THEY ARE ABLE TO READ AND UNDERSTAND ENGLISH, THAT WITH THE ADVICE AND ASSISTANCE OF THEIR ATTORNEY THEY UNDERSTAND ALL OF THE PROVISIONS HEREIN, AND THAT THEY MAKE THIS RELEASE KNOWINGLY AND VOLUNTARILY. SHARON AND PHILIP MOORE ACKNOWLEDGE THAT THEY HAVE NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND, AND ARE NOT

TAKING ANY MEDICATION, WHICH HAS INTERFERED WITH THEIR ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. THE MOORES FURTHER REPRESENT THAT IN SIGNING THIS RELEASE THEY DO NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE AND THAT THEY ONLY RELY UPON THOSE REPRESENTATIONS SPECIFICALLY STATED HEREIN.

15. Full Knowledge. The Moores further warrant, represent, and agree that in signing this Release, they do so with full knowledge of any and all rights which they may have with respect to the Board of Education and/or Individual Defendants, other Released Parties or the Lawsuit;

16. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release;

17. Effective Date. The effective date of this Release shall be the next day following the end of the twenty one (21) day revocation period, unless this Release is revoked properly within such revocation period.

IN WITNESS WHEREOF, and intending to be legally bound, Sharon Moore and Philip Moore have executed this General Release as of the dates set forth below.

By: Sharon Moore

By Sharon Moore
(Signature)

Sharon Moore
(Type or Print Name)

Dated: 7/6/09

STATE OF NEW JERSEY, COUNTY OF Morris;

I CERTIFY that on the 6th day of JULY, 2009, Sharon Moore personally came before me and acknowledged under oath, to my satisfaction, that this person;

(a) is named in and personally signed this document; and

From: 1(732) 248-2355 To: longarzo Page: 9/9 Date: 7/8/2009 11:21:40 AM

(b) signed, sealed and delivered this document as his or her act and deed.

[Signature]
(Notary Public)

(Raised Seal)

Gina M. Longarzo, Esq. Attorney at Law State of NJ / Notary Public

By: Philip Moore

By [Signature]
(Signature)

Philip Moore
(Type or Print Name)

Dated: 7/6/09

STATE OF NEW JERSEY, COUNTY OF Medley;

I CERTIFY that on the 6th day of July, 2009, Philip Moore personally came before me and acknowledged under oath, to my satisfaction, that this person;

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

[Signature]
(Notary Public)

(Raised Seal)

Gina M. Longarzo, Esq. Attorney at Law State of NJ / Notary Public