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Superior Court of New Jersey

OCT 22 2007

CIVIL CASE MANAGEMENT  
UNION COUNTY

Phillip B. Linder, Esq., LLC  
1676 Route 27, 2<sup>nd</sup> Floor  
Edison, New Jersey 08817  
(732) 777-0444; Fax (732) 777-0445  
Attorneys for Plaintiff(s),

Plaintiff(s),

FRANK LAFACE,

vs.

Defendant(s),

ELIZABETH BOARD OF  
EDUCATION, PABLO MUNOZ,  
JOHN/JANE DOES (1-50) AND ABC  
CORP. (1-20) (fictitious parties whose  
identities are not now known).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY  
DOCKET NO.:

3552-07  
Civil Action

COMPLAINT & JURY DEMAND

STATEMENT OF FACTS

1. Defendant, Elizabeth Board of Education, whose form of business organization (i.e. - partnership, corporation, LLC, etc.) was unknown, was at all times referenced herein the plaintiff, Frank LaFace's, employer and authorized to conduct business in the State of New Jersey.

2. Defendants, Pablo Munoz and John/Jane Does (1-25), were at all times referenced herein members, agents, servants and/or employees of defendant, Elizabeth Board of Education (hereinafter referred to as "Board"). These individually named defendants held upper management positions.

3. ABC Corp. (1-20) were companies or entities doing business with defendant Board at all times referenced herein, and on their own or through Board and/or Board's agents, servants and/or employees were involved in the policies, guidelines, actions and/or customs that resulted in the discrimination against the plaintiff, Frank LaFace, and his ultimate termination from employment.

4. Defendants, Pablo Munoz and John/Jane Does (1-50), at all times herein were members, agents, servants and/or employees of defendant Board and/or ABC Corp. (1-20). Defendants, Pablo Munoz and John/Jane Does (1-25), at all times herein were involved in the decision making and/or implementation of the policies, practices and/or guidelines used by defendant Board and its employees, which resulted in the discrimination of the plaintiff, Frank LaFace, and his ultimate termination from defendant Board's employment.

5. Plaintiff, Frank LaFace, first began his employment with defendants on or about 1983 in the position of Electrician.

6. On January 20, 2006, plaintiff, Frank LaFace, was put on administrative leave.

7. On or about June 30, 2006, plaintiff, Frank LaFace, was discharged by defendants, Board and Pablo Munoz.

8. Defendant, Pablo Munoz, at all times referenced herein was the Acting Superintendent of Elizabeth Schools.

9. Plaintiff, Frank LaFace, was of Italian ancestry.

10. Plaintiff, Frank LaFace, was sixty years or older at the time of his termination.

11. Plaintiff, Frank LaFace, had or was perceived to have had a physical disability at the time of his termination.

12. Plaintiff, Frank LaFace, was pursuing a workers' compensation claim at the time of his termination.

13. The plaintiff, Frank LaFace, was terminated despite having seniority over other employees in same field.

14. The plaintiff, Frank LaFace, had an excellent work history as an employee of the defendant Board.

15. Defendants gave the job and/or vacancy for which the plaintiff, Frank LaFace, was

qualified to either a younger person, a person not of Italian descent, a person without any disability and/or a person without a pending workers' compensation claim.

16. It was a result of the discrimination by the defendants against the plaintiff, Frank LaFace, due to his real or perceived disability, Italian ancestry, pending workers' compensation claim and/or age that resulted in his termination from defendant Board's employment.

17. Plaintiff, Frank LaFace, has been discriminated against because of his age in violation of Age Discrimination in Employment Act of 1967 ("ADEA") as amended, and his disability in violation of the Americans with Disabilities Act of 1990 ("ADA") as amended, as well as New Jersey Law Against Discrimination ("NJLAD").

18. At all times referenced herein, plaintiff, Frank LaFace, was performing his job at a level that met or exceeded defendants', Board and Pablo Munoz, legitimate expectations with the defendants.

19. At all times referenced herein, plaintiff, Frank LaFace, had performed and/or satisfied all conditions precedent to his continued employment.

### COUNT ONE

1. Plaintiff, Frank LaFace, hereby repeats and realleges all allegations contained in the Statement of Facts above and makes the same a part hereof as if fully set forth herein.

2. Despite plaintiff, Frank LaFace's, ability to perform his job at a satisfactory level, defendants terminated plaintiff, Frank LaFace, from his employment.

3. Defendants gave the job and/or vacancy for which the plaintiff, Frank LaFace, was qualified to either a younger person, a person not of Italian descent, a person without any real or perceived disability and/or a person without a pending workers' compensation claim.

4. It was a result of the discrimination by the defendants against the plaintiff, Frank

LaFace, due to his real or perceived disability, Italian ancestry, pending workers' compensation claim and/or age that resulted in his termination from defendant Board's employment.

5. Defendants, by committing the above allegations violated the plaintiff, Frank LaFace's, rights as protected under the NJLAD, ADEA and/or ADA.

**WHEREFORE**, plaintiff, Frank LaFace, demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;
- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

### **COUNT TWO**

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Count One as if set forth at length herein.

2. Defendant, Pablo Munoz, conducted himself in such an extreme and outrageous manner whereby he intentionally or recklessly caused the plaintiff, Frank LaFace, to suffer severe emotional distress.

3. As a direct and proximate cause of the defendant's actions, plaintiff, Frank LaFace, was caused to suffer severe emotional distress.

4. Defendants, Board and/or ABC Corp. (1-4), are liable for the actions of defendant, Pablo Munoz, through the theories of Respondeat Superior and/or Vicarious Liability.

**WHEREFORE**, plaintiff, Frank LaFace, demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;
- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

### **COUNT THREE**

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Counts One and Two as if set forth at length herein.

2. Defendants, Board, Pablo Munoz, John/Jane Does (1-50) and/or ABC Corp. (1-4), acted in a negligent manner and said negligence resulted in infliction of emotional distress on the plaintiff, Frank LaFace.

**WHEREFORE**, plaintiff, Frank LaFace, demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;
- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

#### COUNT FOUR

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Counts One, Two and Three as if set forth at length herein.

2. Defendants breached an implied covenant of good faith and fair dealing in connection with the promise of continued employment referenced in the Statement of Facts by the plaintiff, Frank LaFace.

3. Said breaches caused plaintiff, Frank LaFace, to sustain damages.

**WHEREFORE**, plaintiff, Frank LaFace, demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;

- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

#### COUNT FIVE

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Counts One, Two, Three and Four as if set forth at length herein.
2. Defendants' failure to allow the plaintiff, Frank LaFace, to continue to work was a breach of an express and/or implied contract of employment.

**WHEREFORE**, plaintiff, Frank LaFace demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;
- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

#### COUNT SIX

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Counts One, Two, Three, Four and Five as if set forth at length herein.
2. Defendants made a promise of continued employment to the plaintiff, Frank LaFace, which were made with the intent to be relied upon the plaintiff, Frank LaFace.
3. The plaintiff, Frank LaFace, relied on the defendants' promises of continued employment.

4. Plaintiff, Frank LaFace, reliance upon the defendants' promise of continued employment caused the plaintiff, Frank LaFace, to suffer damages to the detriment.

**WHEREFORE**, plaintiff, Frank LaFace, demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;
- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

#### **COUNT SEVEN**

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Counts One, Two, Three, Four, Five and Six as if set forth at length herein.

2. Defendants, Board and Pablo Munoz, through its actions, and actions of its employees, agents and/or servants including the individual defendants named herein reflected an attitude of hostility toward the plaintiff, Frank LaFace, at his place of employment due to their discriminatory behavior.



3. As a result of such unlawful discrimination, which resulted in the hostile work environment, plaintiff, Frank LaFace, has sustained and continues to sustain damages, including financial losses and emotional distress.

**WHEREFORE**, plaintiff, Frank LaFace, demands judgment against the defendants, jointly, severally or in the alternative, for damages as follows:

- A. For compensatory and consequential damages encompassing by not by way of limitation, loss of income, loss of bonuses and employee benefits;
- B. For pain and suffering;
- C. Emotional distress;
- D. Punitive damage;
- E. Attorneys' fees, interest and costs of suit; and
- F. Any other relief which the Court deems just and equitable.

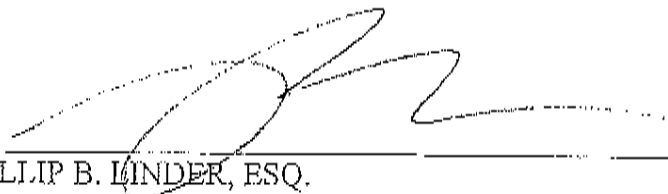
#### **COUNT EIGHT**

1. Plaintiff, Frank LaFace, repeats and realleges all allegations contained in the Statement of Facts and Counts One, Two, Three, Four, Five, Six and Seven as if set forth at length herein.

2. Defendants, Board, Pablo Munoz and/or ABC Corp. (1-4), at all times herein is liable for the actions and/or omissions of its employees, agents and/or servants including the individual defendants named herein, who were upper management employees.

WHEREFORE, plaintiff, Frank LaFace, demands judgment against all defendants, jointly, severally or in the alternative for punitive damages.

PHILLIP B. LINDER, ESQ., LLC  
Attorneys for Plaintiff(s),  
Frank LaFace

By:   
\_\_\_\_\_  
PHILLIP B. LINDER, ESQ.

Dated: October 19, 2007

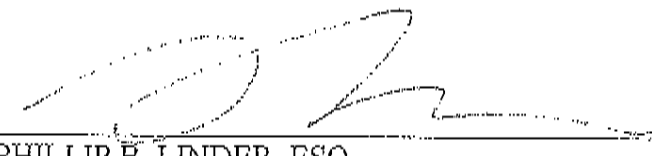
**DEMAND FOR TRIAL BY JURY**

The plaintiff demands a trial by jury as to all issues in this matter.

**CERTIFICATION**

I hereby certify that this matter is not the subject of any other action pending in any court or a pending arbitration or proceeding, nor is any other action or arbitration contemplated. All parties known to plaintiff who have been joined in this action have been joined.

PHILLIP B. LINDER, ESQ., LLC  
Attorneys for Plaintiff(s),  
Frank LaFace

By:   
\_\_\_\_\_  
PHILLIP B. LINDER, ESQ.

Dated: October 19, 2007

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**CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT**

This Confidential Settlement and General Release Agreement (hereinafter the "Agreement") is made and entered into by and between Frank R. LaFace (hereinafter "LaFace") and the Board of Education of the City of Elizabeth, New Jersey (hereinafter the "Board") ("LaFace" and the "Board" hereinafter referred to as the "Parties").

WHEREAS, LaFace filed a lawsuit against the Board in the Superior Court of New Jersey, Union County, captioned *Frank LaFace v. Elizabeth Board of Education; Pablo Munoz, individually and in his representative capacity as Superintendent of Schools of the Elizabeth School District; John/Jane Does (1-50) and ABC Corp. (1-20), being fictitious parties whose identities are not now known* (collectively, the "Defendants"); Docket No. L-3662-07 (hereinafter the "Lawsuit"), asserting claims arising out of LaFace's employment with the Board; and

WHEREAS, the Defendants deny any liability or wrongdoing in connection therewith; and

WHEREAS, the Parties have agreed to terminate the Lawsuit and to finally and fully settle all claims that were or could have been asserted by LaFace in connection with his employment, other than those referenced herein, and any and all claims for attorneys' fees and costs in connection therewith, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

(1) No Admission of Liability. This Agreement does not (and shall not be deemed to) constitute an adjudication or finding on the merits of LaFace's claims, and shall not be construed as an admission or acknowledgment of any wrongdoing or liability by the Board or any of the Defendants, or any of their present or former members, agents, officers, representatives, or employees, the same being expressly denied.

(2) Dismissal of the Lawsuit and Claims. LaFace agrees that the Complaint in the

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Lawsuit as to all Defendants shall be dismissed with prejudice by the filing of a Stipulation of Dismissal with Prejudice, in the form attached hereto as Exhibit 1, fully executed. The Parties hereby authorize their respective attorneys to sign and file the necessary forms of Order or Stipulations of Dismissal on their behalf.

(3) General Release. LaFace hereby releases the Board and all Defendants and their present and former members, agents, officers, representatives, and employees (hereinafter collectively referred to as the "Releasees") from any and all claims or causes of action he may have or claims to have against the Releasees up to the date of this Agreement, including any claims arising out of or relating in any way to his employment by the Board and/or the termination of that employment. The claims LaFace is hereby releasing include, but are not limited to:

- (a) all claims which LaFace asserted or could have asserted against any of the Releasees, including any claims that were or could have been asserted by LaFace in the Lawsuit, whether known or unknown;
- (b) all statutory claims, including, but not limited to, claims arising under the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, the New Jersey Civil Rights Act, the New Jersey Conscientious Employee Protection Act, the New Jersey School Laws (Title 18A), the New Jersey Employer-Employee Relations Act, and any and all other applicable state, county or local statutes or ordinances, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Equal Pay Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act, the Employee Retirement Income Security Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Occupational Safety and Health Act of 1970, the Sarbanes-Oxley Act of 2002, the Fair Credit Reporting Act, and the Family and Medical Leave Act, as each may be amended from time-to-time;
- (c) all claims arising under the United States or any State's Constitution;
- (d) all claims arising under any Executive Order or derived from or based upon any federal, state or local regulations;
- (e) all common law claims including claims for wrongful discharge, violation of public policy, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, tortious interference with contract or prospective economic advantage, promissory estoppel, failure to promote,



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intentional or negligent infliction of emotional distress, conversion, defamation, conspiracy, equitable estoppel, fraud, misrepresentation, detrimental reliance, retaliation, and negligence;

- (f) all claims for any compensation including back wages, front pay, bonuses or awards, commissions, fringe benefits, disability benefits, medical benefits, severance benefits, sick pay, reinstatement, retroactive seniority, pension benefits, stock options, retiree medical benefits, stock purchase plans, pension supplements, contributions to 401(k) plans, or any other form of economic loss, as well as interest, liquidated damages, and punitive damages;
- (g) all claims for tenure or any right(s) to employment by the Board, except as otherwise provided herein;
- (h) all claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation and loss of consortium;
- (i) all claims for costs and attorneys' fees.
- (j) However, nothing contained in this Provision or this Agreement shall limit LaFace's right to pursue any claims he may have now or in the future under Workers' Compensation Laws or in furtherance of his Pension or other retirement benefits.

(4) Covenant Not to Sue. LaFace represents that, other than the Lawsuit, he has no pending charge, claim or complaint of any kind against the Releasees, and he covenants not to file any lawsuit or initiate any action against the Releasees seeking any personal recovery or personal injunctive relief with respect to any matter arising out of or relating in any way to his employment by the Board and/or the termination of that employment. In addition, LaFace agrees that he shall not encourage or solicit or voluntarily assist or participate in any way in the filing, reporting or prosecution by himself or any third party of a proceeding or claim against the Releasees based upon or relating to any claim he has released by this Agreement. However, nothing in this Agreement shall prohibit LaFace from bringing any action to enforce the terms of this Agreement or complying with the terms of any subpoena that may be issued upon him.

(5) Breach of Agreement. In the event either party brings an action for a Breach of this Agreement, it will not relieve the Board from making the payments due hereunder, and furthermore, the prevailing party shall be entitled to recover all fees and expenses, including but not limited to attorneys' fees, associated with the enforcement of this Agreement.

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(6) Payment and Settlement Terms. This supersedes any prior Payment terms discussed or agreed to and is meant to accurately reflect the nature of the negotiations between the parties and the nature of the payments being made. In consideration of the promises made herein by LaFace and the release provided by him in paragraph 3 above, and as long as LaFace complies with all promises and covenants made by him in this Agreement, the Board agrees to pay to LaFace the sum of five hundred thousand dollars (\$500,000.00) (the "Settlement Amount"). LaFace acknowledges and agrees that the Settlement Amount is over and above any amount to which LaFace is otherwise entitled and is in full satisfaction of any and all claims LaFace had, has, or may have or claim to have against the Releasees. LaFace acknowledges that the Settlement Amount set forth herein is in full and complete satisfaction of any claims he had, has, or may have or claim to have against the Releasees. The Settlement Amount shall be paid as follows:

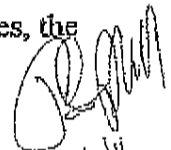
(a) Within two (2) days of execution of this Agreement, the Board shall issue one check totaling two hundred forty thousand dollars (\$240,000) (the "Initial Payment") to Phillip B. Linder, Esq., LLC Trust Account, which is broken down as follows:

1. As the parties acknowledge that LaFace's causes of actions included claims for physical, emotional and economic damages, the settlement amount is based upon \$65,000 being related to the pain and suffering causes of action and \$65,000 representing the economic causes of action

2. One hundred ten thousand dollars (\$110,000.00) of this initial payment shall is being attributed to legal fees and expenses for Phillip B. Linder, Esq., in lieu of any award of fees under any fee shifting provision. The Board shall issue an IRS Form 1099 to Phillip B. Linder, Esq., LLC with respect to this initial payment.

(b) Within thirty (30) days of the first anniversary date in 2011 of the Initial Payment the Board one check in the amount of One Hundred and Thirty thousand dollars (\$130,000.00)) payable to Phillip B. Linder, Esq., LLC Trust Account. As the parties acknowledge that LaFace's causes of actions included claims for physical, emotional and economic damages, the

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settlement amount is based upon \$65,000 being related to the pain and suffering causes of action and \$65,000 representing the economic causes of action. The Board shall issue an IRS Form 1099 to Phillip B. Linder, Esq., LLC for the 2012 calendar year.

(c) Within thirty (30) days of the second anniversary date in 2012 the Board one check in the amount of One Hundred and Thirty thousand dollars (\$130,000.00) payable to Phillip B. Linder, Esq., LLC Trust Account. As the parties acknowledge that LaFace's causes of actions included claims for physical, emotional and economic damages, the settlement amount is based upon \$65,000 being related to the pain and suffering causes of action and \$65,000 representing the economic causes of action. The Board shall issue an IRS Form 1099 to Phillip B. Linder, Esq., LLC for the 2013 calendar year.

(d) In the event of LaFace's death prior to the completion of all payments pursuant to this Agreement, all remaining payments are still owed shall still be made.

(e) The payment referenced above in (a) will be forwarded to counsel for LaFace within thirty (30) days from the date counsel for the Board receives this Agreement signed by LaFace and his counsel, the Stipulations of Dismissal signed by his counsel, and the Form W-9s signed by Frank R. LaFace and Phillip B. Linder, Esq. LaFace hereby agrees that he is solely responsible for paying any federal, state or local taxes that may be due in connection with the money paid to him pursuant to this Agreement, and that he has not relied upon any representation made by Phillip B. Linder, Esq., the Board or any representative of the Board concerning the tax treatment of said payment.

(f) In the event that the Board is made a party by LaFace directly in any dispute regarding the taxability of these amounts or LaFace's or his attorneys' payment of taxes, LaFace agrees to indemnify, save and hold harmless the Board from any loss or liabilities and any expenses, costs, or fees incurred pursuant to Paragraph 5. This does relieve the Board's obligation to pay any additional "employer" taxes or obligate LaFace to indemnify the Board if it is deemed that additional employer obligations are due any taxing authority.

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(7) Fees and Costs. LaFace understands and agrees that the Parties are to bear their own counsel fees and costs in connection with all aspects of his claims against the Releasees, and that no Party to this Agreement is a prevailing party under any applicable law, statute or regulation.

(8) Non-Disparagement and Confidentiality. LaFace and the Board agree not to make any defamatory or derogatory statements concerning each other. LaFace agrees to maintain in confidence and not to discuss the matters at issue in the Lawsuit, or the negotiations leading up to, or the terms of this Agreement, other than with Legal or Accounting advisors or his spouse. It shall not be considered a breach of the obligation of confidentiality for LaFace to make disclosure of the terms of this Agreement in order to obtain private and confidential legal, tax or financial advice (provided that any person to whom LaFace discloses such terms in accordance with this paragraph must first be expressly advised of, and agree to be bound by the same requirement of confidentiality), or to respond to any inquiry from any governmental entity or agency regarding the payment terms of this Agreement and/or a tax filing. LaFace represents that no unauthorized disclosures concerning this matter have been made to date, but it is understood that various individuals have been aware of the pending lawsuit. Furthermore, if asked, LaFace is permitted to indicate that his case has been resolved, with no communication of any of the terms and conditions of the settlement or this Agreement. The amount of the settlement attributed towards LaFace's lost wages also includes the consideration the confidentiality provision contained herein.

(8) No Reinstatement. LaFace agrees that he will not apply for, or otherwise seek or accept, any position with the Board, whether as an employee, contract worker (either contracted directly by the Board or through a third party vendor), consultant, or in any other capacity, including an assignment to provide services to the Board on behalf of a vendor to it, and he forever releases and discharges the Board from any obligation to consider him for any such position in any capacity.

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(9) Opportunity for Review. LaFace represents that he has carefully read and fully understands all of the provisions of this Agreement. The Board hereby advises LaFace that he should consult with his attorney prior to signing this Agreement. LaFace represents that he has had a reasonable opportunity to review and discuss this Agreement with his attorney, and that he is voluntarily agreeing to and signing the Agreement.

(10) No Other Promises. LaFace acknowledges that the only consideration he has received for executing this Agreement is that set forth herein and that no other promise, inducement, threat, agreement or understanding of any kind or description has been made with him or to him to cause him to enter into this Agreement.

(11) Who is Bound. The Board and LaFace are bound by this Agreement. Anyone who succeeds to LaFace's rights and responsibilities, such as the executors of LaFace's estate, is bound, and anyone who succeeds to the Board's rights and responsibilities is also bound.

(12) Construction of Agreement/Jury Trial Waiver. In the event that one or more of the provisions contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state of the United States or the United States, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by applicable law. This Agreement and any and all matters arising directly or indirectly herefrom shall be governed under the laws of the State of New Jersey, without reference to choice of law rules. The Board and LaFace consent to the sole jurisdiction of the federal and state courts of New Jersey with regard to any disputes arising out of this Agreement or LaFace's employment.

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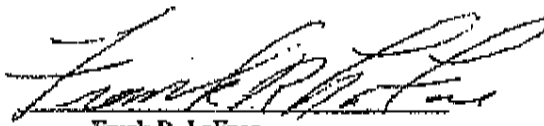
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The Board and LaFace hereby waive their respective right to trial by jury and represent that they have consulted with counsel of their choice specifically with respect to this waiver.

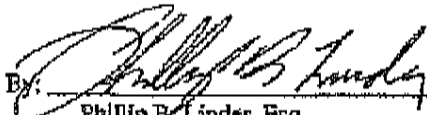
THE UNDERSIGNED HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT.

 Witnessed by: \_\_\_\_\_  
Frank R. LaFace

Dated: February \_\_, 2011

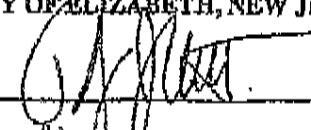
Dated: February \_\_, 2011

*Phillip B. Linder, Esq.*  
*Attorney for Frank R. LaFace*

By:   
Phillip B. Linder, Esq.

Dated: <sup>May 9</sup> February \_\_, 2011

BOARD OF EDUCATION OF THE  
CITY OF ELIZABETH, NEW JERSEY

By: 

Name: PHILIP J. MORINI III

Title: *Attorney (Authorized Agent for the Board)*

Dated: <sup>May</sup> February \_\_, 2011

