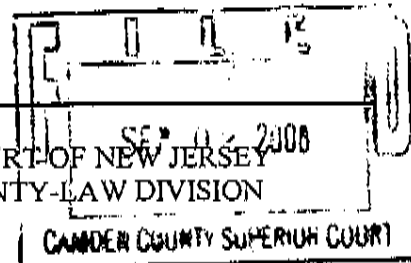


LAW OFFICES OF KEVIN M. COSTELLO, P.C.

By: Kevin M. Costello
2090 East Route 70
Cherry Hill, New Jersey 08003
(856) 751-3737



ANGELA COMBS

Plaintiff,

vs.

BRIDGETON BOARD OF EDUCATION,
and JOHN DOES 1-5 AND 6-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CAMDEN COUNTY LAW DIVISION

Civil Action

DOCKET NO. L-4429-08

COMPLAINT AND JURY DEMAND

Plaintiff, Angela Combs, residing at 7 Patterson Lane, Sicklerville, New Jersey, by way of
Complaint against the defendants, says.

Preliminary Statement

Plaintiff brings claim under the New Jersey Law Against Discrimination ("LAD") for sexual harassment, sexual discrimination, ethnic/racial harassment, ethnic/racial discrimination, and retaliatory/discriminatory discharge.

Identification of Parties

1. Plaintiff Angela Combs, is at all relevant times herein, a resident of Sicklerville, County of Camden, State of New Jersey and was employed by the defendants jointly and severally.
2. Defendant Bridgeton Board of Education is a New Jersey municipal entity and was plaintiff's employer, maintaining a principal place of business in Bridgeton, New Jersey.
3. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals and/or entities who, on the basis of their direct acts on or the basis of *respondeat superior*, are answerable to the plaintiff.

General Allegations

4. Plaintiff is a woman
5. Plaintiff is African-American.
6. Plaintiff was the only African-American guidance counselor in her place of employment when Mr. Robert Cwik became her supervisor in 2007.
7. From the time that Mr. Cwik initially became so, he immediately began to treat plaintiff disparately, in a manner different from the other guidance counselors, all of whom were not African-American.
8. This disparate treatment included, but was not limited to:
 - a. unsubstantiated and unfair write-ups;
 - b. failure to provide appropriate support;
 - c. forcing plaintiff to work in ways which were different than the manners and methods imposed on other guidance counselors and other acts which may be revealed during the course of discovery.
9. This was discriminatory on its fact and raises a prima facie issue of discrimination based upon ethnicity/race (hereafter "race").
10. Plaintiff's race was a determinative and/or motivating factor in this discriminatory treatment.
11. The discriminatory treatment was egregious singly or as a continuum.
12. The discriminatory treatment was perpetrated against the plaintiff by a member of upper management therefore warranting the imposition of punitive damages.
13. When plaintiff complained to Principal Lynn Williams about being treated in this disparate discriminatory fashion, plaintiff mentioned to Principal Williams that she thought it was based upon race in early 2007.
14. Principal Williams simply ignored plaintiff's complaint in its entirety, never investigated, never got back to the plaintiff, never informed plaintiff of her rights and willfully ignored the complaint.

15. This is an egregious act of willful indifference on the part of yet another member of upper management.

16. The disparate discriminatory treatment continued through 2007 and into the beginning of 2008.

17. During this time period, as well, sexual/racial harassment of the plaintiff also began.

18. This harassment is alleged to be severe and/or pervasive.

19. This harassment is such that a reasonable woman in the same or similar circumstances would have considered the workplace to have become hostile and/or intimidating and/or abusive and, in fact, the workplace did become so.

20. This harassment was because of plaintiff's race and/or because of plaintiff's gender.

21. The harassment was especially egregious individually or taken as a continuum.

22. The harassment was ignored and/or perpetrated and/or ratified by members of upper management, warranting the imposition of punitive damages.

23. The harassment included, but was not limited to the following:

a. Cwik commenting upon the fact that plaintiff would wear lipstick, suggesting that it "brought out" her features, especially her "big lips;"

b. inferences that "those big lips" would give "an awesome blow job;"

c. suggestions that Cwik was "not into black women, but that's one thing that they do," referring to blow jobs;

d. Cwik making repeated suggestions to plaintiff that her actual or real job was to give him blow jobs, while leaning back in his chair to expose his crotch and gesturing to the area below his desk;

e. Cwik pointing to the area under his desk and suggesting "this is going to be your new work area and your new job, blowing me all day;"

f. when plaintiff began to complain to Principal Williams regarding the sexual harassment, Williams suggested to plaintiff that she (Williams) would set up a meeting, but this never took place;

g. this encouraged Cwik to continue his harassment;

h. Cwik would make repeated references to plaintiff about "do your job, girl;" and

i. Cwik would make suggestions "you know what your job is, right?" referencing his earlier commentary about plaintiff's job being under his desk.

24. Months went by after plaintiff began to complain to Principal Williams and to James Duncan, another member of upper management, about Cwik's conduct, but once again, there was never any response.

25. Plaintiff's evaluations began to become poor and she refused to sign them, believing that Cwik had a bias against her because she refused to cooperate with his sexual harassment and/or because she was black.

26. These poor evaluations formed the pattern of disparate treatment referenced at the start of general allegations.

27. To the extent that these poor evaluations, influenced and/or ratified by Cwik, were also in response to plaintiff's failure to go along with the *quid pro quo* sexual harassment, then they are also "because of" plaintiff's gender, and constitute sex discrimination as well as race discrimination.

28. Even after plaintiff explained to Principal Williams why she refused to sign her poor evaluations, Principal Williams pressured the plaintiff to sign the evaluations anyway.

29. Mr. Duncan, another member of upper management, finally suggested to plaintiff in 2008, after months of plaintiff's complaints, that she "make a formal complaint."

30. Further evaluations by Principal Williams, whether influenced by Cwik or not, were also negative, and upon information and belief, negative because of plaintiff's consistent complaints about Cwik.

31. This constitutes actionable retaliation under the LAD by a member of upper management.

32. A determinative and/or motivating factor in plaintiff's poor reviews at that point, were her gender, her refusal to go along with sexual harassment, her refusal to go along with racial harassment, or her status as a complainer about same.

33. The poor review by Principal Williams was simply a restatement of all of Cwik's earlier negative reviews, and was not the "neutral" review promised to plaintiff.

34. In April of 2008, plaintiff was told to come to the principal's office.

35. In the course of being escorted there, a school police officer actually put his hands upon the plaintiff which put her in grave fear.

36. The instruction to this officer was a further act of retaliation, harassment and/or retaliatory harassment and is part of the actionable discrimination and harassment in this case.

37. Several days later, plaintiff was informed that she was being suspended and she was then being terminated.

38. A determinative and/or motivating factor in plaintiff's termination was her gender, her race, her refusal to along with *quid pro quo* sexual harassment and/or her complaints about the discrimination and harassment to which she had long been exposed.

39. Plaintiff has been caused to suffer both economic and non-economic losses.

COUNT I

Quid Pro quo Sexual Harassment Under the LAD

40. Plaintiff hereby repeats and realleges paragraphs 1 through 39 as though fully set forth herein.

41. For the reasons set forth above, the conduct by Cwik constitutes quid pro quo sexual harassment for which the defendants are responsible in compensatory and punitive damages, also for the reasons set forth above.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, equitable back pay, equitable front pay, punitive damages, attorneys' fees, enhanced attorneys' fees, interest, costs of suit and any other relief the Court deems equitable and just.

COUNT II

Sexual Harassment Under the LAD

42. Plaintiff hereby repeats and realleges paragraphs 1 through 41 as though fully set forth herein.

43. For the reasons set forth above, the conduct referenced above constitutes sexual harassment for which the defendants are responsible.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, equitable back pay, equitable front pay, punitive damages, attorneys' fees, enhanced attorneys' fees, interest, costs of suit and any other relief the Court deems equitable and just.

COUNT III

Racial/Ethnic Harassment Under the LAD

44. Plaintiff hereby repeats and realleges paragraphs 1 through 43 as though fully set forth herein.

45. The conduct to which plaintiff was exposed constitutes racial harassment, directed at the plaintiff because of her race, for the reasons set forth above, and for which the defendant is responsible in compensatory and punitive damages for the reasons set forth above.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, equitable back pay, equitable front pay, punitive damages, attorneys' fees, enhanced attorneys' fees, interest, costs of suit and any other relief the Court deems equitable and just.

COUNT IV

Race Based Discrimination by Cwik

46. Plaintiff hereby repeats and realleges paragraphs 1 through 45 as though fully set forth herein.

47. Cwik's poor evaluations and/or poor reviews, disparate treatment and other conduct constituting discrimination, to the extent that it was "because of" and/or determined and/or motivated in part by plaintiff's race is actionable for the reasons set forth above and the defendants are answerable in compensatory and punitive damages for the reasons set forth above.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, equitable back pay, equitable front pay, punitive damages, attorneys' fees, enhanced attorneys' fees, interest, costs of suit and any other relief the Court deems equitable and just.

COUNT V

Retaliation Under the LAD – Harassment, Poor Reviews and Termination

48. Plaintiff hereby repeats and realleges paragraphs 1 through 47 as though fully set forth herein.

49. For the reasons set forth above, plaintiff's status as complainer and/or resister of quid pro quo sexual harassment, as a complainer regarding sexual and racial harassment and discrimination, as a woman, and/or as a black person, was a determinative and/or motivating factor in the poor reviews given her by Cwik and Williams, and in the termination of plaintiff.

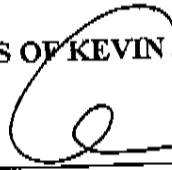
50. Any other reason given is pretext.

51. Even if the reasons given is pretext or properly considered, the actions are still challengeable under the LAD for the reasons set forth above, and the defendant is still answerable in punitive damages for the reasons set forth above.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, equitable back pay, equitable front pay, punitive damages, attorneys' fees, enhanced attorneys' fees, interest, costs of suit and any other relief the Court deems equitable and just.

LAW OFFICES OF KEVIN M. COSTELLO, P.C.


DATED:

By: 
Kevin M. Costello

JURY DEMAND

Plaintiff hereby demands a trial by jury.


LAW OFFICES OF KEVIN M. COSTELLO, P.C.

By: 
Kevin M. Costello

RULE 4:5-1 CERTIFICATION

- 1. I am licensed to practice law in New Jersey and am responsible for the above-mentioned matter.
- 2. I am aware of no other matter currently filed or pending in any court in any jurisdiction which may affect the parties or matters described herein.

LAW OFFICES OF KEVIN M. COSTELLO, P.C.


By: 

 Kevin M. Costello

DESIGNATION OF TRIAL COUNSEL

Kevin M. Costello, Esquire, of the law firm of Law Offices of Kevin M. Costello, P.C., is hereby designated trial counsel.

LAW OFFICES OF KEVIN COSTELLO, P.C.

By: 

 Kevin M. Costello

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made by Releasor Angela Combs (hereinafter referred to as "Combs" or "Releasor" (includes herself and her legal representatives and agents), for the benefit of Bridgeton Board of Education, its current and former Agents, Employees and Representatives (hereinafter collectively referred to as "Bridgeton"), including its administrators, officers, agents and employees, for the following purposes and with reference to the following background.

BACKGROUND

A. Angela Combs was terminated from her employment with the Bridgeton Board of Education; and

B. Angela Combs filed a complaint with the Superior Court of New Jersey Special Civil Part, Cumberland County under Docket # CUM-L-1069-08 seeking damages for alleged violations of the New Jersey Law Against Discrimination; and

C. Bridgeton has denied, and continues to deny, any and all liability for all the claims alleged by Combs and denies that Bridgeton violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against Angela Combs or deprived her of any of her rights in any manner; though it has consented to settlement of this dispute with funds to be paid solely by its liability insurer; and

D. The Parties desire to make a full and final settlement of any and all of Combs's claims and potential claims against Bridgeton, 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.

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 Bridgeton or any of its employees, administrators, or agents, current or former, of any tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by Bridgeton to Combs, or of any unlawful or wrongful acts whatsoever. The payment hereunder is made by Bridgeton's liability insurer, the New Jersey School Boards Association Insurance Group, solely to avoid the inconvenience and cost of litigation and to resolve completely all of Combs's claims against Bridgeton, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. Combs agrees to cooperate fully in connection with any steps required to be taken as part of her obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue.

Combs understands that this Release extinguishes any claims or potential claims as to Bridgeton, and agrees not to file, revive any claims, or open a lawsuit in any way. Combs further agrees not to file any other Charges with any state or federal agency against Bridgeton and/or any of its employees, agents or administrators.

Combs further agrees that neither she, nor any person, organization, agency, or other entity on her behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees, injunction, declaratory, monetary, equitable or other relief) against Bridgeton, 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.

Combs understands and agrees that she will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

Combs further agrees that she will never apply for employment with the Bridgeton Board of Education, whether as a direct employee or as a contractor, at any time in the future.

4. Payment. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Combs will be paid a lump sum of Seventy-Five Thousand Dollars (\$75,000.00) within thirty (30) days from the Effective Date of this Release. The Effective Date of this Release shall be the date upon which Bridgeton receives Combs's signed and notarized Release, a W-9 form and a child support search report.

The payment of \$75,000.00, made on account of Comb's non-economic personal injury claims, will not be subject to any withholding and will be taxed in the manner of a 1099 form, and all payments shall be by check from the New Jersey School Boards

Association Insurance Group made to Costello and Mains, P.C., to be held in trust for Angela Combs, and it shall be the responsibility of counsel to distribute Combs' portion of her settlement proceeds to her.

5. Combs' Tax Indemnification. Combs agrees to indemnify and hold the Board and the New Jersey School Boards Association Insurance Group 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 she fails to properly pay any taxes to which her settlement may be subject.

6. Full and Complete Settlement. Combs agrees that the payment described in paragraph 4 will be received by Combs in full and complete settlement, as more fully detailed in paragraph 7, below, of all known or unknown claims, asserted or unasserted, of Combs allegedly arising out of any and all conduct or actions of Bridgeton and/or relationship with Bridgeton, as more fully detailed in Paragraph 7, below.

7. General Release and Waiver of all Claims by Combs . In consideration for the payment and promises described in paragraph 4, and elsewhere in this Agreement, Combs fully releases and forever discharges Bridgeton and all of Bridgeton's former or current directors, officers, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein "Bridgeton" and/or "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, 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 Agreement, including, but not limited to, any and all Claims of race, gender, sex, age 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 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in 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 Acts; Claims alleging retaliation under the Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among Combs and the Released Parties predating the effective date of this Agreement; and all Claims for employment, reemployment, or reinstatement of employment to Bridgeton;

any and all grievances, or demands for mediation or arbitration, or Claims or demands under Bridgeton's policies and procedures; and any and all Claims asserted, or which could have been asserted, in a state court Lawsuit referenced above, including any Claims against any current or former agents or employees of Bridgeton.

Combs hereby specifically waives, releases and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which she has or may have, against Bridgeton and the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the Effective Date of this Agreement. Combs understands that she is waiving, releasing and giving up all Claims and rights that she knows about and all Claims and rights that she may not know about. This release does not apply to Claims based on facts occurring after the Effective Date of this Agreement.

8. Liens. It is further understood that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Combs (hererin "Releasor(s)") and/or her Attorneys, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. Combs therefore agrees, upon prompt presentation of any such claims and/or liens, to defend the Release Parties against any such claims and/or liens, and to indemnify and hold the Released Parties harmless against any judgment entered

against the Released Parties based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor(s) and their Attorneys agree to pay all costs, interest and attorneys fees relative to any such lien.

9. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Combs specifically waives all claims to attorneys' fees, costs, and expenses from Bridgeton including all claims for reimbursement to Bridgeton or its attorneys, agents, or family members, of any attorneys' fees, costs, and expenses she has incurred or paid, or which were paid on her 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 a part of this Release.

11. 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.

12. Combs 's Certification. Combs agrees, certifies, acknowledges, and represents: (a) that she has been and is hereby advised in writing to consult with an attorney of her choice and at her expense, prior to signing this Release; (b) that she has had adequate time and opportunity to review and discuss, and has reviewed and

discussed, all of the terms and sections of this Release thoroughly with her attorney; (c) that her attorney has explained this entire Release to her; (d) that she does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that she shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that her waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Combs decides to sign this Release before the expiration of the 21-day period, Combs specifically acknowledges that she has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount(s) set forth in paragraph 4 shall be delivered to Costello and Mains, P.C. in the foregoing manner: Lawyer Service.

COMBS FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT HE IS ABLE TO READ AND UNDERSTAND ENGLISH, THAT HE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HIS ATTORNEY, AND THAT HE MAKES THIS RELEASE KNOWINGLY AND VOLUNTARILY. COMBS ACKNOWLEDGES THAT HE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HIS ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. COMBS FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, HE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

12. Full Knowledge. Combs further warrants, represents, and agrees that in signing this Release, he does so with full knowledge of any and all rights which he may have with respect to Bridgeton, other Released Parties, or the Lawsuit.

13. 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.

14. Effective Date. The effective date of this Release shall be the date upon which Bridgeton receives Combs's signed and notarized Release, a W-9 form and a child support search report.

IN WITNESS WHEREOF, and intending to be legally bound, Combs has executed this General Release as of the dates set forth below.

By: Angela Combs

By Angela Combs
(Signature)

Angela Combs Dated: 1-20-12
(Type or Print Name)

STATE OF NEW JERSEY, COUNTY OF Camden:

I CERTIFY that on 1-20-12, 2012, ^{Angela} Jack Combs personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each 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.

Suzanne Santa Maria
(Notary Public) SUZANNE P. SANTA MARIA
Notary Public, State of New Jersey
I.D. No. 81010
Qualified in Camden County
Commission Expires February 6, 2011

(Raised seal)

