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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DEAN RICHBURG, an individual, and)
TAMMY MITCHELL)

Plaintiff,)

v.)

LAKWOOD BOARD OF EDUCATION)
LYDIA SILVA, Individually and her)
Official Capacity, **DAVID GALLINA,**)
LLC and **DAVID GALLINA**, Individually,)
MICHAEL INZELBUCH, Individually)
and in his capacity as **ATTORNEY,**)
LAKWOOD BOARD OF EDUCATION)

Defendants.)

Civil Case No. 3:11-cv-00774-FLW -DEA.

**AMENDED COMPLAINT
DEMAND FOR JURY TRIAL
AND LOCAL RULE 11.2
CERTIFICATION**

Plaintiff Dean Richburg , residing at 1104 William Street, Baltimore, Maryland 21230, and Tammy Mitchell residing at 180 Commonwealth Boulevard, Manchester, New Jersey 08759 by and through undersigned counsel, bring this action against defendants Lakewood Board of Education, whose corporate address is 1771 Madison Avenue Lakewood, NJ 08701, Lydia R. Silva whose address is 1771 Madison Avenue Lakewood, NJ 08701, David J. Gallina, MD, whose corporate address is at 541 Cedar Hill Avenue, Suite 1, Wykoff, New Jersey, 07481, and Michael I. Inzelbuch whose address is 1771 Madison Avenue Lakewood, NJ 0870; (collectively, the “Defendants”), and state as follows:

I. NATURE OF THE ACTION

1. This action arises as a result of a practice of racial discrimination and retaliation committed against the Plaintiffs by Lakewood Board of Education (“Lakewood,” “The Board” or “LBOE”), with the assistance of the individual defendants who knowingly and intentionally aided and abetted Lakewood in its discriminatory policies and practices, which deprived the Plaintiff of equal compensation, and/or employment in violation of 42 U.S.C. §1981 (“Section 1981), 42 U.S.C. § 1981a, 42 U.S.C. § 1983 and/or N.J. Stat. § 10:5-1, et seq. (“the New Jersey Law Against Discrimination”). Plaintiff seeks injunctive and other equitable relief, as well as compensatory and punitive damages based upon Defendants’ continued violations of the Plaintiff’s rights under federal and state law.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, which confers original jurisdiction upon this Court in civil actions arising under the Constitution and laws of the United States and pursuant to 28 U.S.C. § 1343(4), which confers original jurisdiction upon this Court in actions to secure equitable or other relief under any Act of Congress providing for the protection of civil rights. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Plaintiff’s state law claims.
3. Venue is proper in this District pursuant 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this District; and the employment records relevant to these practices are maintained and administered in this District.

III. THE PARTIES

A. The Plaintiffs

4. Plaintiff Dean Richburg (“Richburg”) is an African-American male who is a resident of the State of Maryland and recently moved to New Jersey to accept employment with LBOE.

Richburg was employed by LBOE as Director of Counseling for the school district of Lakewood. He was situated in an office at the Lakewood High School in the Lakewood, New Jersey (the “High School”) from March 2010 until October 31, 2010.

5. Plaintiff Tammy Mitchell (“Mitchell”) is an African American female who is a resident of the State of New Jersey and is employed with LBOE as a teacher of Special Education for the School District of Lakewood. Mitchell has been employed with LBoe from Janaury 2000 to present.

B. The Defendants

6. Lakewood is an instrumentality of the State of New Jersey for the purpose of operating a school system from elementary to high school, Kindergarten through to twelfth grade, for the State pursuant to N.J.S.A. 18A:65-1, et seq.
7. Defendant Lydia R. Silva (“Silva”) is currently employed by LBOE as Superintendent of Schools.
8. Defendant David J. Gallina (“Gallina”) is a medical doctor currently self-employed as a psychiatrist.
9. Michael Inzelbuch is currently employed with LBOE as the Board’s Attorney.

V. General Allegations

A. Introduction

10. LBOE offer no public information as to how many Administrators, Teachers and Support Staff it employs. However, Plaintiffs believe it currently has approximately 5000 students and a faculty and staff of more than 150 members.
11. LBOE offers no public information about itself as an equal opportunity institution and has engaged in systemic discrimination; moreover, Lakewood freely retaliates against employees who oppose or fail to participate in the School’s discriminatory practices.

12. David Gallina, MD is a psychiatrist who is employed by and contracts with Lakewood to medical evaluations of its employees.

13. Michael I. Inzelbuch is an attorney who is employed by and contracts with Lakewood to advise them on promotions, terminations, transfers, and other internal & external matters.

B. Discrimination, Disparate Treatment, Wrongful Termination, Stigmatization, Retaliation and Hostile Work Environment.

14. The Plaintiff Richburg in this action was a contracted employee with Lakewood. From the inception of his employment March 15, 2010, he endured a continuous pattern of intentionally demeaning and derogatory conduct designed to both erode his ability for advancement within his profession and to destroy his ability to work in a professional environment.

15. To begin with, Lakewood's employment policies are not applied fairly or uniformly to its employees. The Richburg has suffered from the unfairness of the employment practices because Lakewood's management has used the process to disproportionately deny opportunities to Black employees, while advancing the careers of their equally or less-qualified White counterparts.

16. The Richburg were forced to work in an environment where he was subjected to relentless and repeated expressions of overt, racially derogatory behavior, which created a working environment saturated with bigotry, intimidation, scorn, and abuse. Furthermore, Lakewood has fostered an atmosphere that inherently degraded the Plaintiffs' confidence and professional reputations because Lakewood's management placed a far greater value on their White employees and stigmatized Richburg by publicly stating he has a mental disorder.

17. Lakewood's continuous condoning of this hostile working environment and retaliatory actions have created a situation where non-Black employees feel secure that even the most outrageous discriminatory conduct towards their coworkers will be overlooked, excused, disbelieved, or labeled as the grievance of a disgruntled employee; furthermore, employees

- feel free to retaliate against those who have the courage to speak out against racism at Lakewood and those who oppose the discriminatory practices at Lakewood.
18. Lakewood has utterly futile policies against racial discrimination and harassment in the workplace as a result of Lakewood' failure to regularly, efficiently, and effectively disseminate its policies (to the extent that they existed) to District employees and as a result of Lakewood's failure to enforce it policies (to the extent that they existed).
 19. Additionally, there has not been a realistic, effective procedure for training employees, including management, in the deterrence, identification, prevention, and reporting of racial discrimination and harassment. Moreover, there has not been an effective process for the investigation or addressing of discrimination, harassment, retaliation complaints promulgated to the School District or administrative hearings to rebut allegations. To the extent that such procedures existed, Richburg attempted to take advantage of them, but Lakewood did not follow their own alleged procedures.
 20. The Plaintiff Mitchell in this action is a tenured employee with Lakewood. From 2007 she endured a continuous pattern of intentionally demeaning and derogatory conduct designed to both erode her ability for advancement within her profession and to destroy her ability to work in a professional environment.
 21. To begin with, Lakewood's employment policies are not applied fairly or uniformly to its employees. Mitchell has suffered from the unfairness of the employment practices because Lakewood's management has used the process to disproportionately deny opportunities to Black employees, while advancing the careers of their equally or less-qualified White counterparts.
 22. Mitchell was forced to work in an environment where she was subjected to relentless and repeated expressions of overt, racially derogatory behavior, which created a working environment saturated with bigotry, intimidation, scorn, and abuse. Furthermore, Lakewood

- has fostered an atmosphere that inherently degraded the Plaintiff's confidence and professional reputations because Lakewood's management placed a far greater value on their White employees and stigmatized Plaintiff by publicly stating he has a mental disorder.
23. Lakewood's continuous condoning of this hostile working environment has created a situation where non-Black employees feel secure that even the most outrageous discriminatory conduct towards their coworkers will be overlooked, excused, disbelieved, or labeled as the grievance of a disgruntled employee; furthermore, employees feel free to retaliate against those who have the courage to speak out against racism at Lakewood and those who oppose the discriminatory practices at Lakewood.
24. Lakewood has utterly futile policies against racial discrimination and harassment in the workplace as a result of Lakewood's failure to regularly, efficiently, and effectively disseminate its policies (to the extent that they existed) to District employees and as a result of Lakewood's failure to enforce its policies (to the extent that they existed).
25. Additionally, there has not been a realistic, effective procedure for training employees, including management, in the deterrence, identification, prevention, and reporting of racial discrimination and harassment. Moreover, there has not been an effective process for the investigation or addressing of discrimination, harassment, retaliation complaints promulgated to the School District or administrative hearings to rebut allegations. To the extent that such procedures existed, the Plaintiff attempted to take advantage of them, but Lakewood did not follow their own alleged procedures.

VI. RICHBURG'S EMPLOYMENT AT LAKEWOOD

26. During his contract at Lakewood, Richburg experienced and subsequently openly criticized Lakewood's discriminatory actions, and his careers suffered as a result of his forthrightness.

27. The discrimination against Richburg began on or about April 20, 2010 when Plaintiff requested that his office be moved from the High School. Most Directors, if not all, with LBOE have their offices at the District Office whereas Richburg was placed in an office at the High School under the supervision of Tina Yulie, (hereinafter "Yulie") the High School Principal.
28. Richburg's office was used for the storage of District wide testing information necessary for Richburg's function but was not the subject of the building principal's responsibility.
29. Richburg f complained to Silva of the lack of security of the information because the High School Principal had access to information that was District wide, and eventually the locks were changed denying Yuli access to Plaintiff's Office.
30. During the course of Richburg's contract with Lakewood he was unable to have any privacy in his office. Yuli would enter Richburg's office while Richburg conducted staff meetings or when he met with counselors individually.
31. As a result of Richburg's denial of an office in the District building where all other Directors within the School District were housed, Richburg was subjected to open criticism and supervision by the building principal of the High School while no other director within the School District was subjected to such degradation and abuse.
32. Richburg was forced to enter his office through the offices of other employees where he worked in a room tantamount to a storage facility and had no privacy in his work environment while others whose employment title was below that of a director had their own office and experienced privacy.
33. As a result of Richburg's complaint to Silva about Yulie actions towards him Yulie excluded Richburg from planning that was critical to work as Director of Counseling for the District of Lakewood.

34. Yulie actions against Richburg intended to deny him opportunity within Lakewood by eliminating him from the Apex Credit Recovery Program. Yulie sought an Assistant Principal to run the Apex program what was designed and secured by Richburg.
35. There were several other attempts at exclusion of Richburg from equally participating in the District wide administrative activities.
36. Tina Yulie displayed an increased level of hostility towards Richburg, while Silva ignored and disregarded Richburg's plea for help.
37. Yulie made Richburg uncomfortable wherein he experienced hostile environment at the High School. Richburg complained to Silva of both his discomfort and the hostility and nothing was done to rectify the environment where he worked. And as a result of Richburg's outspokenness of his working conditions Lakewood orchestrated a false accusation of unprofessional conduct.
38. Richburg was accused by Todd Pazilla, a vice Principal of the High School, of unprofessional conduct wherein Pazilla alleged that Richburg made homosexual advances towards him.
39. Pazilla informed his building principal, Tina Yulie, the very person that excluded Richburg from scheduling meetings, the very person who created a hostile work environment for Richburg.
40. Not only did Richburg deny any act of unprofessional conduct but LBOE affirmative officer conducted and rendered an opinion wherein it could not substantiate the allegation of homosexuality.
41. Richburg action to place his hand around Pazilla's neck could not be substantiated as an act of sexual harassment, homosexuality.
42. As a result of the homosexual allegation Silva and the Board at subsequent board meeting required Richburg to have a medical evaluation that was done by David Gallina, MD.

43. Gallina conducted a shabby evaluation of Richburg wherein he concluded that Richburg was unfit for employment because suffered from “adjustment disorder and occupational stress”.
44. Based upon the evaluation of Gallina, LBOE requested Richburg’s resignation, and when he refused to resign LBOE informed Richburg that his employment with LBOE was no longer required, gave him sixty (60) days notice and terminated his employment on October 31, 2010.
45. As a result of LBOE and Gallina’s actions Richburg is unable to gain employment because Lakewood has allegedly terminated his employment for mental reasons. Moreover, Richburg’s loss of employment has resulted in extreme financial loss and extreme emotional distress.
46. Richburg is unable to secure any future employment because LBOE stigmatized him by publicly disseminating the charge of adjustment disorder and occupational stress.

VI. MITCHELL’S EMPLOYMENT AT LAKEWOOD

47. During her tenure at Lakewood, Mitchell experienced and subsequently openly criticized Lakewood’s discriminatory actions, and her careers suffered as a result of her forthrightness.
48. The discrimination against Mitchell began on or about June 2007 when Richburg submitted her first application for promotion to serve LBOE as an Assistant Principal. Mitchell was interviewed by William Anderson and was subsequently denied her opportunity for the position. LBOE hired an individual who was not an African American female.
49. Mitchell again applied for the position of Assistant Principal in 2008 once the vacancy was publicized. Richburg was interviewed by Gil Suarez for the position. Again she was denied the position of Assistant Principal which was given to another individual who was not African-American.

50. Mitchell again applied for the position of Assistant Principal in 2009. Richburg interviewed with Tina Yule initially and then the subsequent interview with William Anderson was cancelled. Mitchell was not hired for the position of Assistant Principal. Again LBOE hired a Non-African American to fill the position of Assistant Principal.
51. In 2010 Mitchell met with Lydia Silva about the position of Assistant Principal provided Lydia Silva with her resume for the position of Assistant Principal. Mitchell then received communication from Tina Yule secretary to schedule an interviewed. Mitchell was interviewed on October 18, 201. Mitchell was interviewed for fifteen minutes. Mitchell did not receive the position and again another person was employed by LBOE.
52. In 2011 Mitchell learned there was another opening for an Assistant Principal's position with LBOE. Because of the years of rejection and humiliation Mitchell could not apply for the position.
53. Mitchell before the change of her maiden name was represented by Michael I. Inzelbuch, Esq. in the legal matter of Tammy Tossie Copes vs. Federal Correctional Institutional Fort Dix, New Jersey, et al, Civil Action No. 1:98cv03671.
54. Tammy T. Copes action against the Federal Correctional Institution was dismisses due to Inzelbuch's failure to timely file her Federal claim.
55. In an action against Inzelbuch for legal malpractice by Mitchell the parties entered into a settlement agreement wherein the parties agreed never to reveal the details of the settlement.
56. Tammy Tossie Copes married in 1999 and became Tammy Mitchell.
57. In 2000 when Mitchell joined LBOE permanently, Inzelbuch became subsequently employed as the Board Attorney.
58. In retaliation for suing Inzelbuch Mitchell's in the legal malpractice Inzelbuch continually blocked Mitchell's efforts for promotion thereby denying her promotional opportunity.

59. As a result of LBOE and Inzelbuch's actions Mitchell was denied promotion opportunities. Moreover, Richburg's loss of employment opportunity has resulted in extreme financial loss and extreme emotional distress.

COUNT I

Intentional Discrimination in Violation of Section 1981
(Richburg against Defendant Lakewood)

60. Richburgs repeats and re-alleges paragraphs 1 – 57 as if fully set forth herein.
61. Lakewood' supervisors and other agents have engaged in the pattern and practice of conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.
62. In violation of Section 1981, Lakewood intentionally discriminated against the Richburgs by denying Richburg and Mitchell equal employment opportunity and other professional/career advancement on the basis of his and her race and/or ethnicity, and by denying the Richburgs equal terms and conditions of employment.
63. As a result of Lakewood's intentional discrimination, the Richburgs have suffered and continues to suffer damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation and work experience, and physical, mental and emotional distress.

COUNT II

Intentional Discrimination in Violation of the New Jersey Law Against Discrimination
(N.J.Stat. §10:5-1, *et seq.*)
(by Richburgs and Mitchell against Defendant Lakewood)

64. Plaintiffs repeat and re-alleges paragraphs 1 – 59 as if fully set forth herein.
65. Lakewood' supervisors and other agents have engaged in the pattern and practice of conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.

66. In violation of N.J.S.A. §10:5-1. et seq., Lakewood has intentionally discriminated against the Richburg by denying him promotions and other professional/career advancement on the basis of their race and/or ethnicity, and by denying the Richburg and Mitchell equal terms and conditions of employment.
67. As a result of Lakewood's intentional discrimination, the Richburg and Mitchell have suffered and continue to suffer damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation and work experience, and physical, mental and emotional distress.

COUNT III

Hostile Work Environment in Violation of Section 1981

(By Richburg against Defendant Lakewood)

68. Plaintiffs repeat and re-alleges paragraphs 1 - 59 as if fully set forth herein.
69. Lakewood's supervisors and other agents have engaged in the pattern and practice of harassment and discriminatory conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.
70. The discriminatory conduct described herein would not have occurred but for Plaintiffs race or ethnicity.
71. The harassing and discriminatory conduct described herein was severe and pervasive enough to both alter Plaintiffs' employment conditions and create an oppressive, hostile, intimidating, and abusive working environment in violation of Section 1981.
72. Lakewood's harassing and discriminatory conduct constitutes a continuing violation of the Plaintiffs' rights from the first act to the latest action.
73. The harassing and discriminatory conduct described herein was open and notorious; Lakewood knew or should have known about the harassing and discriminatory conduct towards the Plaintiffs.

74. Lakewood's management failed to take adequate remedial steps to ensure that Plaintiffs would not be subject to continued race-based harassment and discrimination at Lakewood.

75. Lakewood failed to take all reasonable and necessary steps to prevent and/or eradicate the hostile working environment including, but not limited to:

- a. failing to have an effective policy regarding workplace harassment and discrimination;
- b. failing to have an effective procedure for investigation and addressing discrimination complaints;
- c. failing to effectively implement any procedure it may have had for investigating discrimination complaints;
- d. failing to adequately investigate the Plaintiffs numerous complaints;
and,
- e. failing to appropriately train its employees.

76. As a result of Lakewood' actions, Plaintiffs have suffered and continue to suffer humiliation and embarrassment, as well as physical, mental and emotional distress.

77. As a result of the hostile and offensive working environment, Plaintiffs have incurred and continue to incur damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

COUNT IV

Hostile Work Environment in Violation of the New Jersey Law Against Discrimination (by Richburg and Mitchell against Defendant Lakewood)

78. Plaintiffs repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.

79. Lakewood's supervisors and other agents have engaged in the pattern and practice of harassment and discriminatory conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.

80. The discriminatory conduct described herein would not have occurred but for Plaintiffs race.
81. The harassing and discriminatory conduct described herein was severe and pervasive enough to both alter Plaintiffs' employment conditions and create an oppressive, hostile, intimidating, and abusive working environment in violation of N.J.S.A. 10:5-12a.
82. Lakewood's harassing and discriminatory conduct constitutes continuing violation Plaintiffs' rights from the first act to the latest action.
83. The harassing and discriminatory conduct described herein was open and notorious; Lakewood knew or should have known about the harassing and discriminatory conduct towards the Plaintiffs.
84. Lakewood management failed to take adequate remedial steps to ensure that the Plaintiffs would not be subject to continued race-based harassment and discrimination at Lakewood.
85. Lakewood failed to take all reasonable and necessary steps to prevent and/or eradicate the hostile working environment including, but not limited to:
 - a. failing to have an effective policy regarding workplace harassment and discrimination;
 - b. failing to have an effective procedure for investigation and addressing discrimination complaints;
 - c. failing to effectively implement any procedure it may have had for investigating discrimination complaints;
 - d. failing to adequately investigate the Plaintiffs' numerous complaints; and,
 - e. failing to appropriately train its employees.
86. As a result of Lakewood's actions, Plaintiffs have suffered and continues to suffer humiliation and embarrassment, as well as physical, mental and emotional distress.

87. As a result of the hostile and offensive working environment, Plaintiffs have incurred and continue to incur damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

COUNT V

Retaliation in Violation of Section 1981

(By Richburg and Mitchell against Defendant Lakewood)

88. Plaintiffs repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.

89. Lakewood' supervisors and other agents have engaged in the pattern and practice of retaliatory harassment and discriminatory conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.

90. The retaliatory hostile work environment and conduct described herein would not have occurred but for the Plaintiffs' complaints submitted to Lakewood regarding the treatment they received as a African Americans.

91. The retaliatory harassing and discriminatory conduct described herein was severe and pervasive enough to both alter Plaintiffs' employment conditions and create an oppressive, hostile, intimidating, and abusive working environment in violation of Section 1981.

92. Lakewood' retaliatory harassing and discriminatory conduct constitutes a continuing violation of Plaintiffs' rights from the first act to the latest action.

93. The retaliatory harassing and discriminatory conduct described herein was open and notorious; Lakewood knew or should have known about the retaliatory conduct towards Plaintiffs.

94. Lakewood management failed to take adequate remedial steps to ensure that Plaintiffs would not be subject to continued retaliation at Lakewood.

95. Lakewood failed to take all reasonable and necessary steps to prevent and/or eradicate the retaliatory acts including, but not limited to:

- a. failing to have an effective policy regarding workplace retaliation;
- b. failing to have an effective procedure for investigation and addressing retaliation complaints;
- c. failing to effectively implement any procedure it may have had for investigating retaliation complaints;
- d. failing to adequately investigate Plaintiffs numerous complaints; and,
- e. failing to appropriately train its employees.

96. As a result of Lakewood' actions, Plaintiffs suffered and continue to suffer humiliation and embarrassment, as well as physical, mental and emotional distress.

97. As a result of the retaliation, Plaintiffs have incurred and continue to incur damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

COUNT VI

Retaliation in Violation of The New Jersey Law Against Discrimination

(N.J. Stat. §10:5-1, *et seq.*)

(By Richburg and Mitchell against Defendant Lakewood)

98. Plaintiffs repeat and re-alleges paragraphs 1 - 59 as if fully set forth herein.

99. Lakewood' supervisors and other agents have engaged in the pattern and practice of retaliatory harassment and discriminatory conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.

100. The retaliatory hostile work environment and conduct described herein would not have occurred but for Plaintiffs' complaints submitted to Lakewood regarding racism.

101. The retaliatory harassing and discriminatory conduct described herein was severe and pervasive enough to both alter Plaintiffs' employment conditions and create an oppressive,

hostile, intimidating, and abusive working environment in violation of N.J.S.A. §10:5-1, *et seq.*

102. Lakewood's retaliatory harassing and discriminatory conduct constitutes a continuing violation of Plaintiffs' rights from the first act to the latest action.

103. The retaliatory harassing and discriminatory conduct described herein was open and notorious; Lakewood knew or should have known about the retaliatory conduct towards Plaintiffs.

104. Lakewood's management failed to take adequate remedial steps to ensure that the Plaintiffs would not be subject to continued retaliation at Lakewood.

105. Lakewood failed to take all reasonable and necessary steps to prevent and/or eradicate the retaliatory acts including, but not limited to:

- a. failing to have an effective policy regarding workplace retaliation;
- b. failing to have an effective procedure for investigation and addressing retaliation complaints;
- c. failing to effectively implement any procedure it may have had for investigating retaliation complaints;
- d. failing to adequately investigate Plaintiffs numerous complaints; and,
- e. failing to appropriately train its employees.

106. As a result of Lakewood' actions, Plaintiffs have suffered and continue to suffer humiliation and embarrassment, as well as physical, mental and emotional distress.

107. As a result of the retaliation, Plaintiffs have incurred and continue to incur damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

COUNT VII

Intentional Discrimination in Violation of Section 1981

(By Richburg against defendants Gallina and Silva)

108. Richburg repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.
109. Lakewood has engaged in the pattern and practice of racial discrimination as described herein in violation of Section 1981.
110. As described herein, defendants Gallina and Silva were personally involved in the discriminatory conduct.
111. As described herein, defendants Gallina and Silva personally caused the infringement of the Richburg's rights under Section 1981.
112. As described herein, defendants Gallina and Silva knowingly, substantively, and intentionally authorized, directed, or participated in the alleged discriminatory conduct in violation of Section 1981.
113. As a result of defendants Gallina and Silva's violations of Section 1981, Richburg has suffered and continues to suffer humiliation and embarrassment, as well as physical, mental and emotional distress. Furthermore, Richburg have incurred and continue to incur economic damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

COUNT VIII

Defendants Gallina and Silva's Aiding and Abetting of Employment Discrimination at

Lakewood in Violation of N.J.S.A. 10:5-12e

(by Richburg against Defendants Gallina, and Silva)

114. Richburg repeats and re-alleges paragraphs 1- 37 as if fully set forth herein.
115. Lakewood has engaged in the pattern and practice of race-based harassment, discriminatory conduct, and retaliation described herein, which caused injury to the Richburg in violation of the New Jersey Law Against Discrimination.

116. Through their conduct described herein, defendants Gallina and Silva aided, abetted, incited, compelled and/or coerced the ongoing pattern and practices of race-based harassment, discrimination, and retaliation at Lakewood.
117. Through their conduct described herein, defendants Gallina and Silva attempted to aid, abet, incite, compel and/or coerce the ongoing pattern and practices of race-based harassment, discrimination and retaliation at Lakewood.
118. Through their conduct described herein, defendants Gallina and Silva knowingly and substantially assisted Lakewood in its pattern and practices of race-based harassment, discrimination, and retaliation and the resulting violations of the New Jersey Law Against Discrimination.
119. In their supervisory roles at Lakewood, defendants Gallina and Silva each possessed knowledge, control, influence, and decision-making authority regarding employment practices at Lakewood. As such, defendants Gallina and Silva were aware of their respective roles in the part of the illegal ongoing pattern and practices of race-based harassment, discrimination, and retaliation at Lakewood at the time they knowingly and substantially assisted Lakewood in its pattern and practices of race-based harassment, discrimination, and retaliation and the resulting violations of the New Jersey Law Against Discrimination.
120. As a result of defendants Gallina and Silva's aiding and abetting conduct, Richburg has suffered and continues to suffer humiliation and embarrassment, as well as physical, mental and emotional distress. Furthermore, Richburg have incurred and continue to incur economic damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

COUNT IX

Wrongful Termination in Violation of Section 1981
(By Richburg against defendant Lakewood)

121. Richburg repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.
122. Lakewood's supervisors and other agents have engaged in the pattern and practice of harassment, discriminatory conduct, and retaliation as described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.
123. The harassment and discriminatory conduct described herein would not have occurred but for Richburg's race.
124. Richburg's termination from Lakewood would not have incurred but for Richburg's race.
125. The actions of Lakewood's supervisors and other agents as described herein and Richburg's termination would not have occurred but for Richburg's complaints submitted to Lakewood regarding racism, his opposition to Lakewood's discriminatory acts, and/or Richburg having aided or encouraged other employees in the exercise or enjoyment of their rights granted or protected by Section 1981.
126. The harassing and discriminatory conduct described herein was open and notorious; Lakewood knew or should have known about the harassing, discriminatory, and retaliatory conduct towards Richburg.
127. Lakewood's management failed to take adequate remedial steps to ensure that Richburg would not be subject to continued harassment, discrimination, and retaliation at Lakewood.
128. Lakewood failed to take all reasonable and necessary steps to prevent and/or eradicate the harassment, discrimination and retaliation by including, but not limited to:
 - a. failing to have an effective policy regarding workplace harassment, discrimination, and retaliation;

- b. failing to have an effective procedure for investigation and addressing discrimination and retaliation complaints;
- c. failing to effectively implement any procedure it may have had for investigating discrimination and retaliation complaints;
- d. failing to adequately investigate these Richburg's numerous complaints; and,
- e. failing to appropriately train its employees.

129. As a result of Lakewood's actions, Richburg suffered and continues to suffer humiliation and embarrassment, as well as physical, mental and emotional distress.

130. As a result of Lakewood's actions, Richburg suffered and continues to suffer damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation and work experience, and physical, mental and emotional distress.

COUNT X

Wrongful Termination in Violation of N.J.S.A. §10:5-12 *et seq.* (by Richburg against defendant Lakewood)

131. Richburg repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.

132. Lakewood's supervisors and other agents have engaged in the pattern and practice of harassment, discriminatory conduct, and retaliation as described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.

133. The harassment and discriminatory conduct described herein would not have occurred but for Richburg's race.

134. Richburg's termination from Lakewood would not have incurred but for Richburg's race.

135. The actions of Lakewood's supervisors and other agents as described herein and Richburg's termination would not have occurred but for Richburg's complaints submitted to Lakewood regarding racism, his opposition to Lakewood's discriminatory acts, and/or Richburg having aided or encouraged other employees in the exercise or enjoyment of their rights granted or protected by the New Jersey Law Against Discrimination

136. The harassing and discriminatory conduct described herein was open and notorious; Lakewood knew or should have known about the harassing, discriminatory, and retaliatory conduct towards Richburg.

137. Lakewood's management failed to take adequate remedial steps to ensure that Richburg would not be subject to continued harassment, discrimination, and retaliation at Lakewood.

138. Lakewood failed to take all reasonable and necessary steps to prevent and/or eradicate the harassment, discrimination and retaliation by including, but not limited to:

- a. failing to have an effective policy regarding workplace harassment, discrimination, and retaliation;
- b. failing to have an effective procedure for investigation and addressing discrimination and retaliation complaints;
- c. failing to effectively implement any procedure it may have had for investigating discrimination and retaliation complaints;
- d. failing to adequately investigate these Richburg's numerous complaints; and,
- e. failing to appropriately train its employees.

139. As a result of Lakewood's actions, Richburg suffered and continues to suffer humiliation and embarrassment, as well as physical, mental and emotional distress.

140. As a result of Lakewood's actions, Richburg suffered and continues to suffer damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation and work experience, and physical, mental and emotional distress.

COUNT XI

Stigmatization by Public Dissemination of Charge in Violation of Section 1983.
(by Richburg against defendant Lakewood)

141. Richburg repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.

142. Lakewood' supervisors and other agents have engaged in a practice of conduct described herein while acting in the course, scope, and furtherance of their agency and employment relationship with Lakewood.

143. In violation of Section 1983, Lakewood intentionally terminated Richburg from employment, stigmatized Richburg as a result of the firing process, publicized the charge of termination and offered Richburg no meaningful opportunity to clear his name, in furtherance of their discriminatory action against Richburg, denying him equal employment opportunity and other professional/career advancement on the basis of his race and/or ethnicity, and by denying the Richburg equal terms and conditions of employment.

144. As a result of Lakewood's intentional discrimination, the Richburg has suffered and continues to suffer damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation and work experience, and physical, mental and emotional distress.

COUNT XII

Intentional Discrimination in Violation of Section 1981
(By Mitchell against defendants Inzelbuch)

145. Mitchell repeats and re-alleges paragraphs 1 - 59 as if fully set forth herein.

146. Lakewood has engaged in the pattern and practice of racial discrimination as described herein in violation of Section 1981.

147. As described herein, defendant Mitchell was personally involved in the discriminatory conduct.

148. As described herein, defendant Inzelbuch personally caused the infringement of the Mitchell's rights under Section 1981.

149. As described herein, defendant Inzelbuch knowingly, substantively, and intentionally authorized, directed, or participated in the alleged discriminatory conduct in violation of Section 1981.

150. As a result of defendant Inzelbuch's violations of Section 1981, Mitchell has suffered and continues to suffer humiliation and embarrassment, as well as physical, mental and emotional distress. Furthermore, Mitchell has incurred and continues to incur economic damages including, but not limited to, medical expenses, loss of compensation, wages, bonuses, benefits, opportunities for employment and advancement, loss of professional reputation, and work experience.

151.

PRAYER FOR RELIEF

WHEREFORE, Richburg and Mitchell respectfully request that this Court grant the following relief:

1. Enter a judgment that Defendants' acts and practices as set forth herein constitute violation of laws of the United States and the State of New Jersey;
2. Issue a preliminary and permanent injunction prohibiting the Defendants' discriminatory conduct as necessary to prevent the current and future harm to the Richburg and Mitchell;
3. Award the Richburg and Mitchell damages stemming from the discrimination in the form of lost benefits and lost wages, including back pay and front pay;

4. Award the Richburg and Mitchell compensatory, general, special, actual, and/or nominal damages;
5. Award the Richburg and Mitchell pre-judgment interest;
6. Award the Richburg and Mitchell punitive damages in an amount to be determined at trial which is sufficient to punish, penalize, and/or deter the Defendants' unlawful practices;
7. Award the Richburg and Mitchell attorneys' fees and costs associated with this action, including the fees and costs of experts;
8. Grant Richburg and Mitchell such other and further relief as this Court deems necessary and proper.

JURY DEMAND

Richburg demands a trial by jury on all issues of fact and damages in this action.

Dated: August 14, 2011

Respectfully Submitted,

s/Michael A. Nelson
Michael A. Nelson
Michael A. Nelson, P.C.
65 South Street, Suite 1A
Freehold, New Jersey 07728
(732) 577-9001

LOCAL RULE 11.2 CERTIFICATION

In accordance with Local Rule 11.2, I, Michael A. Nelson, attorney for the Richburg in the above-referenced action, hereby certify that to the best of my knowledge and belief, the matter in controversy is not the subject of any other action pending in any court or in any arbitration or administrative proceeding.

Dated: August 14, 2011

s/ Michael A. Nelson
Michael A. Nelson
Attorney for Plaintiffs

VERIFICATION OF COMPLAINT BY DEAN RICHBURG

I, Dean Richburg, do certify as follows:

1. The allegations of the foregoing Complaint are true to my personal knowledge. This Complaint is made in truth and good faith and without collusion for the causes set forth herein.
2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

s/ Dean Richburg,
Dean Richburg

Dated: August 14, 2011

VERIFICATION OF COMPLAINT BY TAMMY MITCHELL

I, Tammy Mitchell, do certify as follows:

1. The allegations of the foregoing Complaint are true to my personal knowledge. This Complaint is made in truth and good faith and without collusion for the causes set forth herein.
2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

s/ Tammy Mitchell,
Tammy Mitchell

Dated: August 14, 2011

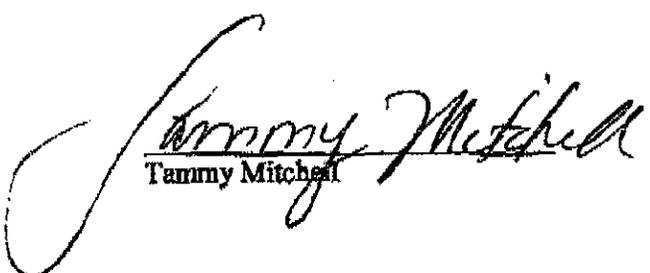
**ADDENDUM TO NEGOTIATED SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

I, Tammy Mitchell, hereby execute this Addendum to supplement the Negotiated Settlement Agreement and General Release executed by me on April 24, 2012 (hereinafter, the "Settlement Agreement"), a copy of which is attached hereto. My execution of this Addendum does not affect the terms and provisions of the Settlement Agreement which is intended to remain in effect, as written and executed by the Parties.

I affirm that as of the date I sign this Addendum, I am not Medicare eligible (i.e., not 65 years of age or older; not suffering from end stage renal failure; have not received Social Security Disability Insurance benefits for 24 months or longer, etc.). ~~Nonetheless,~~ If the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to me under the settlement identified in the Settlement Agreement, I agree to indemnify, defend and hold Released Parties, as defined in the Settlement Agreement, harmless from any action by CMS relating to my medical expenses. I agree to reasonably cooperate with Released Parties upon request with respect to any claim that the CMS may make and for which I am required to indemnify Released Parties under this paragraph. Further, I agree to waive any and all future actions against Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

Dated:

6-20-12


Tammy Mitchell

JACKSON LEWIS LLP
220 Headquarters Plaza
East Tower, 7th Floor
Morristown, New Jersey 07960-6834
(973) 538-6890
Diane M. Shelley, Esq.
Terri L. Freeman, Esq.

ATTORNEYS FOR DEFENDANTS LAKEWOOD BOARD OF EDUCATION, LYDIA
SILVA AND MICHAEL INZELBUCH

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DEAN RICHBURG, an individual and
TAMMY MITCHELL,

Civil Action No.: 3:11-cv-00774-FJ,W

Plaintiff,

v.

LAKEWOOD BOARD OF EDUCATION,
LYDIA SILVA, Individually and her
Official Capacity, DAVID GALLINA, LLC
and DAVID GALLINA, Individually,
MICHAEL INZELBUCH, individually and
in his capacity as ATTORNEY,
LAKEWOOD BOARD OF EDUCATION,

Defendants.

NEGOTIATED SETTLEMENT AGREEMENT
AND GENERAL RELEASE

1. The parties to this Negotiated Settlement Agreement and General Release (the "Agreement") are Dean Richburg ("Plaintiff") and the Lakewood Board of Education, Lydia Silva and Michael Inzelbuch (the "Lakewood Defendants"). The Agreement is the product of negotiation and compromise between Plaintiff and the Lakewood Defendants.

2. Plaintiff and the Lakewood Defendants have chosen to enter into this Agreement in order to avoid further proceedings with respect to certain claims Plaintiff has made against Defendants in the United States District Court for the District of New Jersey.

3. Plaintiff and the Lakewood Defendants understand and agree that the Lakewood Defendants deny every allegation of wrongdoing made by Plaintiff in the above-captioned matter currently pending in the United States District Court, District of New Jersey, Civil Action No. 3:11-cv-00774 (the "Litigation"), including but not limited to Plaintiff's claims of racial discrimination.

4. Plaintiff and the Lakewood Defendants understand and agree that the making of this Agreement shall not, in any way, be construed or considered an admission by the Lakewood Defendants of guilt or non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever.

5. In exchange for the promises made by the Lakewood Defendants herein, Plaintiff, his heirs, executors, administrators, fiduciaries, successors and/or assigns:

a. agree to the dismissal, with prejudice and without an award of costs or attorneys' fees, of the Complaint filed in the Litigation; and

b. unconditionally and irrevocably give up and release, to the full extent permitted by law, Defendants, the Lakewood Board of Education's past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their members, partners, consultants, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities (collectively referred to herein as "Released Parties" or "Released Party"),

jointly and severally, of and from all claims, known or unknown, that Plaintiff has or may have against Released Parties as of the date of execution of this Agreement including, but not limited to, those claims set forth in the Litigation, or otherwise arising out of Plaintiff's employment or termination of employment, or any alleged violation of:

- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- Civil Rights Act of 1991;
- Sections 1981 through 1983 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Immigration Reform Control Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Age Discrimination in Employment Act;
- The Occupational Safety and Health Act;
- The Uniformed Services Employment and Reemployment Rights Act;
- Worker Adjustment and Retraining Notification Act;
- Employee Polygraph Protection Act;
- The employee (whistleblower) civil protection provisions of the Corporate and Criminal Fraud Accountability Act (Sarbanes-Oxley Act);
- The New Jersey Law Against Discrimination;
- The New Jersey Civil Rights Act;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The Millville Dallas Airmotive Plant Job Loss Notification Act;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Law;
- The New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- The New Jersey Fair Credit Reporting Act;
- The New Jersey Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim;
- The New Jersey Public Employees' Occupational Safety and Health Act;
- New Jersey laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, and Discrimination;
- any other federal, state or local civil rights or ethics law, whistle-blower law or any other local, state or federal law, regulation or ordinance;



- any public policy, contract (oral, written or implied), tort, constitution or common law;
- any claims for vacation, sick or personal leave pay, short term or long term disability benefits, or payment pursuant to any practice, policy, handbook or manual of Employer; or
- any basis for costs, fees, or other expenses including attorneys' fees.

Plaintiff understands this release includes all claims related in any manner to his employment or the cessation of that employment. Plaintiff further understands that he is hereby releasing any known or unknown claim for or alleged right to discovery of information or documents of the Lakewood Defendants.

If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Lakewood Defendants or any Released Party identified in this Agreement is a party.

c. Plaintiff affirms that he is not a party to, and that he has not filed or caused to be filed, any claim, complaint, or action against Released Parties in any forum or form, except the present litigation. Plaintiff further affirms that he has reported all hours worked as of the date of this Agreement and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which they may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement. Plaintiff furthermore affirms that he has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act and/or the New Jersey Family Leave Act. Plaintiff acknowledges that because of circumstances unique to the, including but not limited to, irreconcilable differences with Released Parties, Plaintiff agrees not

to seek employment/re-employment with Released Parties in the future. Plaintiff further affirms he has not complained of and is not aware of any fraudulent activity or any act(s) which would form the basis of a claim of fraudulent or illegal activity of the Lakewood Defendants.

Plaintiff affirms that all of the Lakewood Defendants' decisions regarding Plaintiff's pay and benefits through the date of Plaintiff's separation of employment were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

6. To the extent permitted by law, Plaintiff agrees not to disclose, either directly or indirectly, any information whatsoever relating to the existence or substance of the Agreement, this Litigation, the business of the Lakewood Board of Education, Plaintiff's employment with the Lakewood Defendants, or any current or former employees of the Lakewood Defendants to any person or entity, including, but not limited to, members of the media, present or former employees of the Lakewood Defendants and/or attorneys or private investigators representing other employees or entities. Plaintiff, however, may disclose the terms of the Agreement to: (i) his accountant, counsel or spouse with whom he chooses to consult or seek advice regarding his consideration of the decision to execute the Agreement, provided, however, that those to whom he makes such disclosure agree to keep such information confidential and not disclose it to others; or (ii) if required to do so by any regulatory body or agency. Upon inquiry regarding this proceeding, Plaintiff shall either not respond or state only that it has been resolved.

In the event Plaintiff or his counsel believe he is compelled to provide or disclose information described in this paragraph, he will provide written notice of such belief, via facsimile and mail, to the Board Secretary, Lakewood Board of Education, 1771 Madison

Avenue, Lakewood, New Jersey 08701, Fax No. 732-364-1657, no later than seven (7) business days prior to said production or disclosure.

This Agreement shall not be filed with any court and shall remain forever confidential except in an action to enforce or for breach of this Agreement. If Plaintiff asserts an action to enforce this Agreement or for breach of this Agreement, Plaintiff shall maintain such confidentiality by whatever means necessary, including, but not limited to, submitting the Agreement to a court under confidential seal.

7. In the event Plaintiff or the Lakewood Defendants breach any provision of this Agreement, Plaintiff and the Lakewood Defendants agree that either may institute an action against the other to specifically enforce any term or terms of this Agreement, in addition to any other legal or equitable relief permitted by law. In the event that any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision is determined to be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the provision exists, may make such modification as necessary to make the provision valid, legal and enforceable.

8. Plaintiff agrees not to defame, disparage or demean Released Parties in any manner whatsoever. Consistent with its practice, the Lakewood Board of Education will only confirm the dates of employment and position held by Plaintiff in response to any inquiries from potential employers who inquire about Plaintiff's employment.



9. In exchange for the promises made by Plaintiffs and the execution of this Agreement, the Lakewood Defendants agree to pay Plaintiff for the costs of the lawsuit. This Agreement must also be approved by the Lakewood Board of Education before any of the obligations herein become active.

10. The sum referred to in paragraph 9 shall be paid within thirty (30) days of the date the Lakewood Board of Education approves the Agreement, and Defendants' counsel resolves a filed stipulation of dismissal of the Litigation, with prejudice, and IRS Forms W-9 properly completed by Plaintiff's counsel. Plaintiff accepts this payment in settlement of claims for alleged emotional distress, personal injury, bodily injury, compensatory damages and medical expenses, Plaintiff herein alleges and represents he suffered or incurred.

11. Plaintiff agrees that he is responsible for all applicable taxes, if any, as a result of the receipt of these monies. Plaintiff understands and agrees that the Lakewood Defendants are providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff agrees to indemnify the Lakewood Defendants and hold the Lakewood Defendants harmless for all taxes, penalties and interest, withholding or otherwise, for which they may be found liable as a consequence of having paid monies to Plaintiff pursuant to this Agreement. It is expressly agreed that if the Lakewood Defendants are required to provide payments for taxes or interest or penalties to any taxing authority, Plaintiff shall reimburse the Lakewood Defendants for such payments to such taxing authority within ten (10) days after the Lakewood Defendants notify Plaintiff, in writing, via certified mail, return receipt requested, that they have incurred such liability.

12. In further exchange for the promises made by Plaintiff and the execution of this Agreement, the Lakewood Defendants agree that Plaintiff Rishburg will be paid

\$5,340.00, less lawful deductions, which represents payment for all accrued unused vacation time through the end of his employment in accordance with the Lakewood Board of Education's vacation policy.

13. Plaintiff agrees, within seven (7) calendar days from the date of this Agreement, to return any and all property, including all copies or duplicates thereof, belonging to Released Parties, including, but not limited to, keys, security cards, equipment, documents, supplies, customer lists and customer information, confidential documents, etc.

14. Subject to Plaintiff's other personal and professional obligations and on reasonable notice and at reasonable times, Plaintiff will cooperate with the Lakewood Board of Education and its counsel in connection with any investigation, administrative or regulatory proceeding or litigation relating to any matter in which Plaintiff was involved or of which Plaintiff has knowledge as a result of his employment with the Lakewood Board of Education and/or any Released Party or Released Parties.

15. This Agreement sets forth the entire agreement between the Plaintiff and Released Parties hereto, and fully supersedes any prior or contemporaneous agreements or understandings between Plaintiff and Released Parties; provided, however, that this Agreement does not supersede or affect any confidentiality, non-disclosure, non-compete, invention, assignment of proprietary rights, or non-solicitation agreement(s) signed by Plaintiff. The obligations of such agreements remain in full force and effect and Plaintiff expressly acknowledges his intent to adhere to the promises contained in those agreements. Plaintiff also acknowledges that he has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement.



16. This Agreement may not be modified except upon express written consent of all parties wherein specific reference is made to this Agreement.

17. Plaintiff acknowledges and agrees that he has been given a reasonable period of time to consider the terms of this Agreement. Plaintiff has reviewed the terms of this Agreement and the effect of signing this Agreement with legal counsel of his choosing. Plaintiff understands and agrees that this Agreement settles, bars and waives any and all claims that Plaintiff, his heirs, executors, administrators, fiduciaries, successors and/or assigns has or could possibly have against Released Parties as of the date of the execution of this Agreement.

18. This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

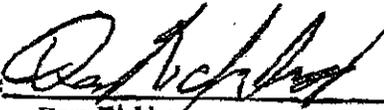
PLAINTIFF IS ADVISED THAT HE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

PLAINTIFF MAY REVOKE THE WAIVER OF ALL CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT ONLY FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY PLAINTIFF SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO DIANE M. SHELLEY, ESQ. AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF THE WAIVER OF ALL CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT." THE REVOCATION MUST BE PERSONALLY DELIVERED TO DIANE M. SHELLEY, ESQ. OR DEFENDANTS' DESIGNEE, OR MAILED TO DIANE M. SHELLEY, ESQ., JACKSON LEWIS, 220 HEADQUARTERS PLAZA, EAST TOWER 7TH FLOOR, MORRISTOWN, NEW JERSEY 07960 WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS THIS NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE.

IN WITNESS WHEREOF, the Plaintiff and the Lakewood Defendants hereto
knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: 4/24/2012

BY: 
Dean Richburg

DATED: 4/24/2012

BY: 
Michael Nelson, Esq.
Michael A. Nelson, P.C.
65 South Street
Suite 1A
Freehold, New Jersey 07728
ATTORNEY FOR PLAINTIFFS

ON BEHALF OF THE LAKEWOOD
DEFENDANTS AS DEFINED HEREIN

DATED: 5/10/12

BY: 
CARL FINK, BO PRES

JACKSON LEWIS LLP
 220 Headquarters Plaza
 East Tower, 7th Floor
 Morristown, New Jersey 07960-6834
 (973) 538-6890
 Diane M. Shelley, Esq.
 Terri L. Freeman, Esq.

ATTORNEYS FOR DEFENDANTS LAKEWOOD BOARD OF EDUCATION, LYDIA
 SILVA AND MICHAEL INZELBUCH

UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

DEAN RICHBURG, an individual and
 TAMMY MITCHELL,

Civil Action No.: 3:11-cv-00774-PLW

Plaintiff,

v.

LAKEWOOD BOARD OF EDUCATION,
 LYDIA SILVA, Individually and her
 Official Capacity, DAVID GALLINA, LLC
 and DAVID GALLINA, Individually,
 MICHAEL INZELBUCH, individually and
 in his capacity as ATTORNEY,
 LAKEWOOD BOARD OF EDUCATION,

Defendants.

**NEGOTIATED SETTLEMENT AGREEMENT
 AND GENERAL RELEASE**

1. The parties to this Negotiated Settlement Agreement and General Release (the "Agreement") are Tammy Mitchell ("Plaintiff") and the Lakewood Board of Education, Lydia Silva and Michael Inzelbuch (the "Lakewood Defendants"). The Agreement is the product of negotiation and compromise between Plaintiff and the Lakewood Defendants.

2. Plaintiff and the Lakewood Defendants have chosen to enter into this Agreement in order to avoid further proceedings with respect to certain claims Plaintiff has made against Defendants in the United States District Court for the District of New Jersey.

3. Plaintiff and the Lakewood Defendants understand and agree that the Lakewood Defendants deny every allegation of wrongdoing made by Plaintiff in the above-captioned matter currently pending in the United States District Court, District of New Jersey, Civil Action No. 3:11-cv-00774 (the "Litigation"), including but not limited to Plaintiff's claims of racial discrimination.

4. Plaintiff and the Lakewood Defendants understand and agree that the making of this Agreement shall not, in any way, be construed or considered an admission by the Lakewood Defendants of guilt or non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever.

5. In exchange for the promises made by the Lakewood Defendants herein, Plaintiff, her heirs, executors, administrators, fiduciaries, successors and/or assigns:

a. agree to the dismissal, with prejudice and without an award of costs or attorneys' fees, of the Complaint filed in the Litigation; and

b. unconditionally and irrevocably give up and release, to the full extent permitted by law, Defendants, the Lakewood Board of Education's past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their members, partners, consultants, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities (collectively referred to herein as "Released Parties" or "Released Party"),

- any public policy, contract (oral, written or implied), tort, constitution or common law;
- any claims for vacation, sick or personal leave pay, short term or long term disability benefits, or payment pursuant to any practice, policy, handbook or manual of Employer; or
- any basis for costs, fees, or other expenses including attorneys' fees.

Plaintiff understands this release includes all claims related in any manner to her employment or the cessation of that employment. Plaintiff further understands that she is hereby releasing any known or unknown claim for or alleged right to discovery of information or documents of the Lakewood Defendants.

If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Lakewood Defendants or any Released Party identified in this Agreement is a party.

c. Plaintiff affirms that she is not a party to, and that she has not filed or caused to be filed, any claim, complaint, or action against Released Parties in any forum or form, except the present litigation. Plaintiff further affirms that she has reported all hours worked as of the date of this Agreement and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which they may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement. Plaintiff furthermore affirms that she has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act and/or the New Jersey Family Leave Act. Plaintiff acknowledges that because of circumstances unique to the, including but not limited to, irreconcilable differences with Released Parties, Plaintiff

APR-30-2012 08:37 From:MICHAELA NELSON,PC

To:19735409215

Page:6/12

agrees not to seek employment / re-employment with Released Parties in the future. Plaintiff further affirms she has not complained of and is not aware of any fraudulent activity or any act(s) which would form the basis of a claim of fraudulent or illegal activity of the Lakewood Defendants.

Plaintiff affirms that all of the Lakewood Defendants' decisions regarding Plaintiff's pay and benefits through the date of Plaintiff's separation of employment were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

6. To the extent permitted by law, Plaintiff agrees not to disclose, either directly or indirectly, any information whatsoever relating to the existence or substance of the Agreement, this Litigation, the business of the Lakewood Board of Education, Plaintiff's employment with the Lakewood Defendants, or any current or former employees of the Lakewood Defendants to any person or entity, including, but not limited to, members of the media, present or former employees of the Lakewood Defendants and/or attorneys or private investigators representing other employees or entities. Plaintiff, however, may disclose the terms of the Agreement to: (i) her accountant, counsel or spouse with whom she chooses to consult or seek advice regarding their consideration of the decision to execute the Agreement, provided, however, that those to whom they make such disclosure agree to keep such information confidential and not disclose it to others; or (ii) if required to do so by any regulatory body or agency. Upon inquiry regarding this proceeding, Plaintiff shall either not respond or state only that it has been resolved.

In the event Plaintiff or her counsel believe she is compelled to provide or disclose information described in this paragraph, she will provide written notice of such belief,

via facsimile and mail, to the Board Secretary, Lakewood Board of Education, 1771 Madison Avenue, Lakewood, New Jersey 08701, Fax No. 732-364-1657, no later than seven (7) business days prior to said production or disclosure.

This Agreement shall not be filed with any court and shall remain forever confidential except in an action to enforce or for breach of this Agreement. If Plaintiff asserts an action to enforce this Agreement or for breach of this Agreement, Plaintiff shall maintain such confidentiality by whatever means necessary, including, but not limited to, submitting the Agreement to a court under confidential seal.

7. In addition to the foregoing, Plaintiff agrees that any violation of paragraph 6 above may seriously interfere with the purpose of this Agreement, which is to accomplish a private, unpublished settlement and general release of any and all claims Plaintiff has or may have against the Lakewood Defendants. In the event the provisions of paragraph 6 are violated in any respect, Plaintiff understands that the Lakewood Defendants have the right to seek and obtain damages in any court of competent jurisdiction from said violation, and agree that the Lakewood Defendants shall have the right to obtain liquidated damages in the amount of \$30,000.00 for any individual violation proved or, in the alternative, to obtain any actual damages proved, as well as costs and attorney's fees related to obtaining such damages.

8. In the event Plaintiff or the Lakewood Defendants breach any provision of this Agreement, Plaintiff and the Lakewood Defendants agree that either may institute an action against the other to specifically enforce any term or terms of this Agreement, in addition to any other legal or equitable relief permitted by law. In the event that any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall

immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision is determined to be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the provision exists, may make such modification as necessary to make the provision valid, legal and enforceable.

9. Plaintiff agrees not to defame, disparage or demean Released Parties in any manner whatsoever. Consistent with its practice, the Lakewood Board of Education will only confirm the dates of employment and positions held by Plaintiff in response to any inquiries from potential employers who inquire about Plaintiff's employment.

10. In exchange for the promises made by Plaintiff and the execution of this Agreement, the Lakewood Defendants agree to pay Plaintiff the sum of Two Hundred Twenty Five Thousand and No Cents (\$225,000.00), as set forth in paragraph 11, in full satisfaction of all claims for personal injury, compensatory and punitive damages or attorneys' fees and disbursements, known or unknown, asserted or unasserted, including, but not limited to, claims for emotional distress, pain and suffering, legal or equitable relief, reinstatement, back or front pay, lost benefits, statutory claims, common law claims, contract claims (express, written or implied), and costs of this action. This Agreement must also be approved by the Lakewood Board of Education before any of the obligations herein become active.

11. The sum referred to in paragraph 10 shall be paid within thirty (30) days of the date the Lakewood Board of Education approves the Agreement, and Defendants' counsel receives a filed stipulation of dismissal of the Litigation, with prejudice, and IRS Forms W-9 properly completed by Plaintiff's counsel, as follows: the sum of Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00.) in the form of a check made payable to the

Attorney Trust Account of Michael Nelson, Esq.. An IRS Form 1099 in the amount of \$225,000.00 will be issued to Plaintiffs' counsel. Plaintiff accepts this payment in settlement of claims for alleged emotional distress, personal injury, bodily injury, compensatory damages and medical expenses, Plaintiff herein alleges and represents she suffered or incurred.

12. Plaintiff agrees that she is responsible for all applicable taxes, if any, as a result of the receipt of these monies. Plaintiff understands and agrees that the Lakewood Defendants are providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff agrees to indemnify the Lakewood Defendants and hold the Lakewood Defendants harmless for all taxes, penalties and interest, withholding or otherwise, for which they may be found liable as a consequence of having paid monies to Plaintiff pursuant to this Agreement. It is expressly agreed that if the Lakewood Defendants are required to provide payments for taxes or interest or penalties to any taxing authority, Plaintiff shall reimburse the Lakewood Defendants for such payments to such taxing authority within ten (10) days after the Lakewood Defendants notify Plaintiff, in writing, via certified mail, return receipt requested, that they have incurred such liability.

13. In further exchange for the promises made by Plaintiff and the execution of this Agreement, the Lakewood Defendants agree:

- a. that Plaintiff Mitchell shall be placed on a paid administrative leave through the end of her annual employment contract for the 2011-2012 School Year; and
- b. that Plaintiff Mitchell will be paid for any accrued unused vacation time at the end of her administrative leave in accordance with the Lakewood Board of Education's vacation policy;

14. Plaintiff agrees, within seven (7) calendar days from the date of this Agreement, to return any and all property, including all copies or duplicates thereof, belonging to Released Parties, including, but not limited to, keys, security cards, equipment, documents, supplies, customer lists and customer information, confidential documents, etc.

15. Subject to Plaintiff's other personal and professional obligations and on reasonable notice and at reasonable times, Plaintiff will cooperate with the Lakewood Board of Education and its counsel in connection with any investigation, administrative or regulatory proceeding or litigation relating to any matter in which Plaintiff was involved or of which Plaintiff has knowledge as a result of his employment with the Lakewood Board of Education and/or any Released Party or Released Parties.

16. This Agreement sets forth the entire agreement between the Plaintiff and Released Parties hereto, and fully supersedes any prior or contemporaneous agreements or understandings between Plaintiff and Released Parties; provided, however, that this Agreement does not supersede or affect any confidentiality, non-disclosure, non-compete, invention, assignment of proprietary rights, or non-solicitation agreement(s) signed by Plaintiff. The obligations of such agreements remain in full force and effect and Plaintiff expressly acknowledges his intent to adhere to the promises contained in those agreements. Plaintiff also acknowledges that she has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement.

17. This Agreement may not be modified except upon express written consent of all parties wherein specific reference is made to this Agreement.

18. Plaintiff acknowledges and agrees that she has been given a reasonable period of time to consider the terms of this Agreement. Plaintiff has reviewed the terms of this Agreement and the effect of signing this Agreement with legal counsel of her choosing. Plaintiff understands and agrees that this Agreement settles, bars and waives any and all claims that Plaintiff, her heirs, executors, administrators, fiduciaries, successors and/or assigns has or could possibly have against Released Parties as of the date of the execution of this Agreement.

19. This Agreement shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

PLAINTIFF IS ADVISED THAT SHE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

PLAINTIFF MAY REVOKE THE WAIVER OF ALL CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT ONLY FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY PLAINTIFF SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO DIANE M. SHELLEY, ESQ. AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF THE WAIVER OF ALL CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT." THE REVOCATION MUST BE PERSONALLY DELIVERED TO DIANE M. SHELLEY, ESQ. OR DEFENDANTS' DESIGNEE, OR MAILED TO DIANE M. SHELLEY, ESQ., JACKSON LEWIS, 220 HEADQUARTERS PLAZA, EAST TOWER 7TH FLOOR, MORRISTOWN, NEW JERSEY 07960 WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS THIS NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE.

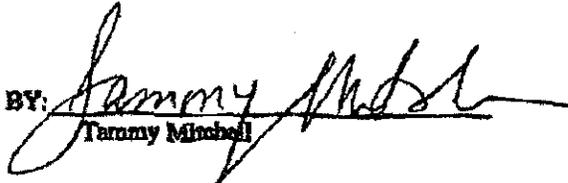
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09/28/1999 00:33 7323233256

To:19735409015
TAMMY MITCHELL

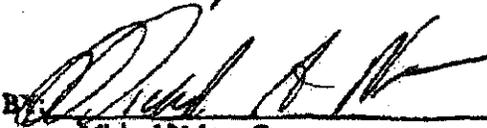
Page:12/12
PAGE 01

IN WITNESS WHEREOF, the Plaintiff and the Lakewood Defendants hereto
knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: 4.24.12

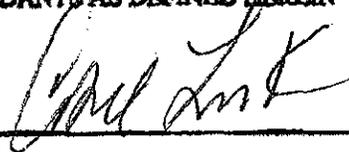
BY: 
Tammy Mitchell

DATED: 4/28/12

BY: 
Michael Nelson, Esq.
Michael A. Nelson, P.C.
65 South Street
Suite 1A
Freehold, New Jersey 07728
ATTORNEY FOR PLAINTIFFS

ON BEHALF OF THE LAKWOOD
DEFENDANTS AS DEFINED HEREIN

DATED: 5/10/12

BY: 
CARL PINK
Bd. Pres.

174510
037-5349-0823, v. 1