

COSTELLO & MAINS, P.C.
By: Kevin M. Costello, Esquire
18000 Horizon Way, Suite 800
Mount Laurel, NJ 08054
(856) 727-9700
Attorneys for Plaintiff

**SUPERIOR COURT OF N.J.
CUMBERLAND COUNTY**

APR - 9 2013

**REC'D & FILED
CIVIL CASE
MANAGEMENT OFFICE**

ADRIAN GARRETT,	:	SUPERIOR COURT OF NEW JERSEY
	:	CUMBERLAND COUNTY -
Plaintiff,	:	LAW DIVISION
	:	
vs.	:	Civil Action
	:	
BRIDGETON PUBLIC SCHOOLS	:	DOCKET NO. <i>L-329-13</i>
AND JOHN DOES 1-5 AND 6-10,	:	
	:	COMPLAINT AND JURY DEMAND
Defendants.	:	

Plaintiff, Adrian Garrett, residing in Bridgeton, New Jersey, by way of Complaint against the defendant, says:

Preliminary Statement

This matter is brought pursuant to the New Jersey Law Against Discrimination's ("LAD") prohibitions against failure to hire due to disability and/or perception of disability.

Identification of Parties

1. Plaintiff Adrian Garrett is, at all relevant times herein, a resident of the State of New Jersey and was an applicant to and/or employec of Bridgeton Public Schools.
2. Plaintiff is a paraplegic who is absent both legs and walks with a short cane.
3. Defendant Bridgeton Public Schools is, at all relevant times herein, plaintiff's employer and/or perspective employer.

4. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals and/or entities who, on the basis of their direct acts or on the basis of *respondeat superior*, are answerable to the Plaintiff in this matter.

General Allegations

5. Plaintiff has been employed by Bridgeton Public Schools since in or about 2009 as a substitute teacher.

6. Plaintiff possesses a Bachelor of Science degree and a substitute teacher certification.

7. During his employment with Bridgeton Public Schools, plaintiff has applied for multiple full-time and permanent positions.

8. Plaintiff has not been offered any positions other than his substitute teacher position.

9. Plaintiff is disabled within the meaning of that term under the LAD.

10. In addition and/or in the alternative, plaintiff was perceived as disabled by defendant.

11. Plaintiff claims that all discrimination complained of herein was continuous and regular and that all events which took place prior to two years prior to the filing of this Complaint are compensable under the doctrine of "continuing violation" as it is expressed and utilized within LAD jurisprudence.

12. In or about March 2011, plaintiff applied for a Network Administrator position with defendant.

13. Despite being a qualified candidate, plaintiff was not offered the position or even offered an interview.

14. Plaintiff was advised by defendant's Affirmative Action Officer, Tyrone Williams, that he would probably not get the position because defendant needed someone who could "get around," a clear reference to plaintiff's disability.
15. Plaintiff has also applied for approximately four Teacher's Aide positions.
16. On each occasion, a less qualified, non-disabled candidate was hired.
17. In or about October of 2012, Elizabeth Cartagena was hired for a Teacher's Aide position for which plaintiff had applied.
18. While plaintiff maintained a substitute teacher certification, Ms. Cartagena did not, meaning that she could not be left alone in the classroom with students.
19. In or about June 2012, plaintiff applied for a Truancy Officer position with defendant.
20. During his interview for the position, plaintiff was asked if he had the "ability" to conduct home visits, a clear reference to his disability.
21. Plaintiff responded in the affirmative.
22. Despite his qualifications, defendant hired a candidate with less educational experience.
23. Approximately two weeks later, plaintiff again applied for a separate Truancy Officer position.
24. After plaintiff's application, defendant changed the job qualification requirements to state that a candidate needed a Bachelor of Arts degree.
25. Upon information and belief, at least three individuals were employed at that time by defendant as Truancy Officers with Bachelor of Science degrees.

26. In or about February 2013, plaintiff applied for a position as a Behavioral Disorder Instructional Aide with defendant.

27. Despite being initially recommended for the position, defendant's School Board has never considered plaintiff's complete application and plaintiff has not been hired for the position.

28. A determinative/motivating factor in defendant's decision not to hire plaintiff for each position was plaintiff's status as a disabled person and/or perceptions held regarding his disabilities.

29. As a result of the actions of defendant, plaintiff has been forced to suffer both economic and non-economic damages.

30. Because the actions directed to plaintiff were undertaken by members of upper management and because of the fact that it was intentional and egregious, punitive damages are warranted.

COUNT I

Disability Discrimination – LAD

31. Plaintiff hereby repeats and realleges paragraphs 1 through 30, as though fully set forth herein.

32. Defendant's failure to hire plaintiff was determined in part and/or motivated in part by plaintiff's status as a disabled person.

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

COUNT II

Perception of Disability Discrimination

33. Plaintiff hereby repeats and realleges paragraphs 1 through 32, as though fully set forth herein.

34. Defendant's failure to hire plaintiff was determined in part and/or motivated in part by perceptions held regarding plaintiff's disabilities.

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

COUNT III

Request for Equitable Relief

35. Plaintiff hereby repeats and realleges paragraphs 1 through 34 as though fully set forth herein.

36. Plaintiff requests the following equitable remedies and relief in this matter.

37. Plaintiff requests a declaration by this Court that the practices contested herein violate New Jersey law as set forth herein.

38. Plaintiff requests that this Court order the defendants to cease and desist all conduct inconsistent with the claims made herein going forward, both as to the specific plaintiff and as to all other individuals similarly situated.

39. To the extent that plaintiff was separated from employment and to the extent that the separation is contested herein, plaintiff requests equitable reinstatement, with equitable back pay and front pay.

40. Plaintiff requests, that in the event that equitable reinstatement and/or equitable back pay and equitable front pay is ordered to the plaintiff, that all lost wages, benefits, fringe benefits and other remuneration is also equitably restored to the plaintiff.

41. Plaintiff requests that the Court equitably order the defendants to pay costs and attorneys' fees along with statutory and required enhancements to said attorneys' fees.

42. Plaintiff requests that the Court order the defendants to alter their files so as to expunge any reference to which the Court finds violates the statutes implicated herein.

43. Plaintiff requests that the Court do such other equity as is reasonable, appropriate and just.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, non-economic compensatory damages, punitive damages; interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

COSTELLO & MAINS, P.C.

DATED: 4/8/19

By:


Kevin M. Costello

DEMAND TO PRESERVE EVIDENCE

1. All Defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to Plaintiffs' employment, to Plaintiffs' cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

COSTELLO & MAINS, P.C.

By: _____

Kevin M. Costello

JURY DEMAND

Plaintiff hereby demands a trial by jury.

COSTELLO & MAINS, 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 captioned 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.

COSTELLO & MAINS, P.C.

By: _____

Kevin M. Costello

DESIGNATION OF TRIAL COUNSEL

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

COSTELLO & MAINS, P.C.

By: _____

Kevin M. Costello

CLAIM #: 13E002080S

RELEASE OF ALL CLAIMS

That **ADRIAN GARRETT** (hereafter the Releasor[s]), for the sole consideration of **FORTY THOUSAND DOLLARS (\$40,000.00)** to the undersigned paid, receipt whereof is hereby acknowledged received from **NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP AND BRIDGETON PUBLIC SCHOOLS**, (hereafter the Releasees) and for employment in the position of "Instructional Aide" pursuant to the terms and conditions set forth below, does release, acquit and forever discharge the fore-mentioned Releasees and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorneys fees and costs of suit, and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily, mental or emotional, and any other personal injuries, economic losses, back pay, front pay, lost wages, lost benefits, lost emoluments, and property damage and the consequences thereof resulting or to result from any and all occurrences, incidents, accidents, casualties, employment relationship, or events which occurred on or before the date of this Release. The Releasor specifically releases, acquits and forever discharges the fore-mentioned Releasees and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from those claims asserted in the Superior Court lawsuit, **ADRIAN GARRETT V. BRIDGETON PUBLIC SCHOOLS, etc., DOCKET NO.: CUM-329-13.**

It is expressly understood and agreed by the Releasor and Releasees that the Releasees do not represent or guarantee that payroll, wage or other income taxes should not be paid on the proceeds of the settlement. The Releasor agrees to indemnify and hold the Releasees harmless for any withholding taxes resulting from the receipt of the settlement payment, as well as for any interest and penalties assessed against and/or paid by the Releasees to any governmental tax entity by virtue of an adjudication by that entity reclassifying all or any portion of this settlement amount as a wage rather than non-wage payment.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy the peace.

The undersigned further declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that there may be unknown or unanticipated injuries resulting from the above-stated occurrence, accident, casualty or event and in making this release, it is understood and agreed that this Release is intended to include any such injuries.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

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 Releasor and/or their 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. Releasor(s) therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Releasees against any such claims and/or liens, and to indemnify and hold Releasees harmless against any judgment entered against Releasees 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."


The parties mutually desire that neither they nor their attorneys nor representatives or agents shall reveal to anyone, other than as may be mutually agreed to in writing, any information concerning this settlement agreement or release (or the fact of settlement), or any of the amounts, numbers or terms and conditions of any sums payable to the Releasor under the agreement and release. This non-disclosure agreement does not apply to bar disclosures by Releasor to members of their immediate family, or for the purposes of obtaining legal, tax, accounting, or financial advice, to disclosures which may be required by law, or to disclosures for the purpose of obtaining or maintaining publicly or privately funded benefits or insurance. This non-disclosure agreement does not apply to bar disclosures by Releasees pursuant to a lawful request under the Open Public Records Act or as may otherwise be compelled by law or Court Order. Upon all other inquiries, the parties shall simply respond that the matter has been resolved to the satisfaction of all concerned. Releasor and Releasees all agree not to defame or disparage the other with respect to any matter arising out of the employment relationship or lawsuit in the past and in the future.

Releasor further understands and agrees that as part of the consideration for this settlement, Releasor will be employed in the position of "Instructional Aide", Step 1, at a salary of \$20,800, which is inclusive of \$800.00 based upon the fact that Releasor has a bachelor level degree, prorated. Releasor executed a contract of employment with the Bridgeton Public Schools' Human Resources department on or about January 6, 2014. The contract provides for employment beginning January 6, 2014 and ending on June 30, 2014. Upon beginning employment on January 6, 2014, Releasor was an employee of the District and is subject to all policies and procedures of the Bridgeton Public Schools.

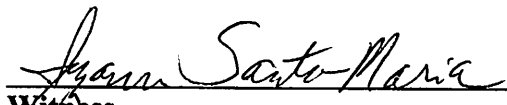
This Release expressly reserves all rights of the person or persons on whose behalf the payment is made and the rights of all persons in privity or connected with them and reserves to them their right to pursue their legal remedies, if any, including but not limited to, claims for contribution, property damage and personal injury against the undersigned or those in privity or connected with the undersigned.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, Sealed and delivered this 29th Day of January, 2014.


ADRIAN GARRETT

1-29-2014
Date



Witness
STATE OF NEW JERSEY

1-29-2014
Date

COUNTY OF Camden

I certify that on the 29th day of January, 2014,
Adrian Garrett 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.


Notary or Attorney
SUZANNE P. SANTA MARIA
Notary Public, State of New Jersey
I.D. No. 81010
Qualified in Camden County
Commission Expires February 6, 2016