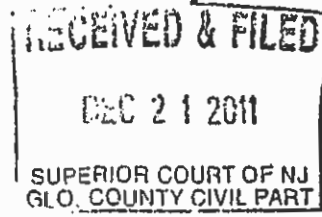


COSTELLO & MAINS, P.C.
By: Kevin M. Costello, Esquire
18000 Horizon Way, Suite 800
Mount Laurel, NJ 08054
(856) 727-9700
Attorneys for Plaintiff



MARC A. LOPEZ,	:	SUPERIOR COURT OF NEW JERSEY
	:	GLOUCESTER COUNTY-LAW DIV.
Plaintiff,	:	
	:	Civil Action
vs.	:	
	:	DOCKET NO. L-2175-11
THE DEPTFORD TOWNSHIP	:	
BOARD OF EDUCATION	:	
and JOHN DOES 1-5 AND 6-10,	:	COMPLAINT AND JURY DEMAND
	:	
Defendants.	:	

Plaintiff, Marc A. Lopez, residing at 29 East Collingswood Avenue, Haddon Township, New Jersey, by way of complaint against the defendants, says:

Preliminary Statement

This Complaint is brought under the New Jersey Law Against Discrimination ("LAD") alleging sexual orientation harassment, perception of sexual orientation harassment, discriminatory discharge based upon sexual orientation and retaliatory discharge under the LAD.

Identification of Parties

1. Plaintiff Marc A. Lopez is, at all relevant times herein, a resident of the State of New Jersey and was, during all relevant times herein, an employee of the Deptford Township Board of Education, specifically being employed at the Deptford Township High School.
2. Defendant Deptford Township Board of Education was, at all relevant times herein, plaintiff's employer and is located at 2022 Good Intent Road, Deptford, New Jersey.

3. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals on the one hand and/or public entities on the other, who, on the basis of their direct acts or on the basis of *respondeat superior*, are liable to the plaintiff.

General Allegations

4. Plaintiff is a homosexual male.

5. Plaintiff was employed as a teacher in the Deptford Township High School beginning in September of 2008 and concluding in June of 2011, when his employment was terminated by the school district. Plaintiff was given notice of said termination on or about April 26, 2011.

6. Beginning in the late Fall of 2008 and continuing until the termination of his employment, plaintiff was subjected to continuous and egregious harassment based upon his sexual orientation and/or perceptions held regarding his sexual orientation by students at the high school. To the extent that any harassment described herein took place more than two years before the filing date of this complaint, plaintiff alleges a “continuing violation,” such that all harassment that he suffered is actionable.

7. All harassment described herein is alleged to be severe and/or pervasive, either individually or taken as a continuum of conduct.

8. All harassment herein is alleged to be especially egregious.

9. All harassment herein is alleged to have been willfully ignored by supervisors and/or members of upper management.

10. All harassment alleged herein is such that a reasonable person in the same circumstances as plaintiff would have considered the workplace to have become hostile, intimidating or abusive.

11. All harassment alleged herein is alleged to have, in fact, altered plaintiff's workplace experience such that it, in fact, became hostile, intimidating and/or abusive.

12. In addition to enduring the harassment which will be described herein, plaintiff was discharged from employment after continually complaining to members of upper management about the harassment to which he was subjected.

13. Plaintiff alleges that his discharge was motivated by considerations of his sexual orientation and/or because plaintiff engaged in conduct protected by the LAD, to wit, making a good faith complaint that he was being subjected to sexual harassment based upon his sexual orientation or perceptions regarding his sexual orientation.

14. To the extent that any member of upper management actually participated in or willfully ignored any of the discriminatory, retaliatory or harassing conduct described herein, and to the extent that such participation and/or willful indifference involved egregious conduct, either singly or taken as a continuum, the defendants are automatically liable in punitive damages for such conduct.

15. Plaintiff was hired as a Spanish teacher in the Deptford High School, with his employment starting in the 2008/2009 school year.

16. When plaintiff first started in the high school, he noticed that students at the school commonly used the word "gay" to describe things in a derogatory manner.

17. At the commencement of his employment, plaintiff was not "out" to his students, but it quickly became apparent to plaintiff that his students developed the perception that plaintiff was homosexual.

18. On one occasion during the first semester of the 2008/2009 school year, one of plaintiff's students placed a "Growing Up Gay" pamphlet on the podium in plaintiff's classroom,

while plaintiff was present, and laughed. (We will not be identifying any of the students involved in any incident described herein, inasmuch as they were minors at the time of the incidents and some of them remain minors).

19. By the beginning of the second semester of the 2008/2009 school year, plaintiff's students had begun to openly and overtly harass him based upon their perception of his sexual orientation. Examples of the harassment that occurred during the second semester of that school year include, but are not limited to, the following:

- A student asked plaintiff if he "slept" with his male students for extra credit;
- A student told plaintiff that he didn't agree with having a Gay/Straight Alliance at school because the student didn't believe that gay people should be allowed to exist;
- A student told plaintiff that he didn't agree with a Gay/Straight Alliance because the student was Christian;
- Calling plaintiff "fag;"
- Calling plaintiff "faggot;"
- Calling plaintiff "gay;"
- Calling plaintiff "fruity;"
- A student asked plaintiff if "Fairleigh Dickenson College is *hard*;" and
- Calling plaintiff "fucking faggot."

20. Because plaintiff had, during the entirety of his employment, been attempting to educate his students about orientation discrimination and assisting them in understanding that

their comments were both discriminatory and hurtful, came out to his students on or about May 15, 2009.

21. The students' harassment of plaintiff continued unabated.

22. Examples of the harassment that continued to be directed at Mr. Lopez in the 2009/2010 school year include, but are not limited to, the following:

- Students writing "gay" on papers turned into plaintiff during class;
- Students writing "homo" on papers turned into plaintiff during class;
- Writing "fag" on papers turned into plaintiff during class;
- Calling plaintiff "faggot" and "fag;" and
- Continuing to use the word "gay" in plaintiff's presence in a derogatory way.

23. The harassment continued unabated into the 2010/2011 school year.

24. Examples of the harassment to which plaintiff was subjected in the 2010/2011 school year include, but are not limited to, the following:

- Continuing to call plaintiff "faggot," "gay," and "fucking faggot;"
- One student wrote on an assignment, over and over, the phrase "I don't like this story because it's gay;"
- Students made paper cutouts of penises in plaintiff's class;
- Singing the song "It's Raining Men" to plaintiff;
- Calling plaintiff "fruit cup;" and
- Using a high-pitched/feminized voice to mock plaintiff.

25. Throughout the entirety of his time with defendants, plaintiff notified school administrators of the harassment to which he was being subjected, to no avail.

26. Plaintiff implored the school administration to educate students on sexual orientation discrimination, again to no avail.

27. The only “action” defendant took in response to plaintiff’s pleas was to approve the creation of a “Gay/Straight Alliance” at the school. However, at the same time that the “GSA” was approved, the school let plaintiff know that there was no “funding” for the GSA.

28. Plaintiff’s attempts to discipline students for harassment were thwarted.

29. In fact, in one incident, in February of 2011, plaintiff attempted to “code” a student discipline as “harassment” and his superiors in administration changed the “code” to “disrespect.” Plaintiff was told that the administration could change the code to whatever they wanted.

30. Indeed, because the school had never taken any steps to address plaintiff’s complaints of sexual orientation harassment, by January of 2011, plaintiff was requesting a transfer. That request, too, was ignored.

31. On or about March 30, 2011, plaintiff provided the school administration with a copy of the current anti-harassment, intimidation and bullying law. A few days later, on or about April 4, 2011, plaintiff received a surprise observation and resulting poor evaluation. This was the first time that an observation had resulted in a poor evaluation of plaintiff.

32. On or about April 20, 2011, plaintiff was again speaking to members of administration and to the school officer about a particular student incident.

33. During this conversation, plaintiff made it clear to members of administration that he may start pressing charges against students as a result of his belief that his civil rights were being violated.

34. On that same date, it was necessary for plaintiff to call a member of administration to his room after three separate incidents of sexual orientation harassment. On that one occasion, the student was removed from plaintiff's classroom, but apparently placed into a study hall.

35. On or about April 25, 2011, plaintiff sent an email to the superintendent of schools to request a meeting to address the sexual orientation harassment he was suffering.

36. On or about April 26, 2011, plaintiff met with members of administration to discuss a sexual harassment incident by a particular student.

37. On the same day, plaintiff was summoned into another meeting, this time with the superintendent of schools present, and advised, for the first time, that he was being "laid off."

38. As an employer, the Deptford Board of Education had an obligation under the LAD to provide plaintiff with a working environment free of unlawful discrimination, retaliation and harassment.

39. The defendant failed in that obligation.

40. As set forth above, plaintiff alleges that his termination was motivated, in whole or in part, by the fact that he had made repeated good faith complaints of discrimination and harassment under the LAD, and by his sexual orientation.

41. Plaintiff was able to find new employment for the 2011 school year and, therefore, has suffered no economic loss as a result of the illegal acts directed against him by defendants. However, plaintiff has suffered non-economic losses as a result of the harassment, discrimination and retaliation to which he was subjected.

COUNT I

Sexual Orientation/Perception of Sexual Orientation Harassment Under the LAD

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

43. The conduct set forth above sets forth sexual orientation harassment and/or a perception of sexual orientation harassment in violation of the LAD.

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

COUNT II

Discriminatory Discharge in Violation of the LAD

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

45. Plaintiff's discharge from employment by defendant was motivated, in whole or as part of a "mixed motive," by plaintiff's sexual orientation, in violation of the LAD.

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

COUNT III

Retaliatory Discharge Under the LAD

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

47. Plaintiff's discharge from employment was motivated, in whole or as part of a "mixed motive," by plaintiff's protected conduct under the LAD, to wit, making a good faith complaint of unlawful and discriminatory harassment, in violation of the LAD.

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

COUNT IV

Request for Equitable Relief

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

49. In addition to all legal damages prayed for in the counts above, plaintiff prays for the following equitable relief:

- a. An Order requiring defendant to educate members of the administration of the Deptford Board of Education and the Deptford High School concerning workplace harassment and discrimination; and
- b. An Order requiring defendant to provide education to the students of the Deptford High School regarding sexual orientation harassment.

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

COSTELLO & MAINS, P.C.

By: 

Kevin M. Costello

Dated:

12-19-11

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiff's employment, to plaintiff's 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

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter "this Release") is entered into by and between MARC A. LOPEZ (hereinafter "Plaintiff") and the DEPTFORD TOWNSHIP BOARD OF EDUCATION (hereinafter "Defendant").

WHEREAS, Plaintiff, MARC A. LOPEZ, filed a Complaint against Defendant in the Superior Court of New Jersey, Gloucester County, Law Division, entitled MARK A LOPEZ v. THE DEPTFORD TOWNSHIP BOARD OF EDUCATION, bearing Docket No. GLO-L-2175-11, and has asserted claims against the Defendant in connection with alleged events arising out of Plaintiff's employment with the Defendant; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing Docket No. GLO-L-2175-11, and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendant vigorously and wholly denies each and every allegation made by Plaintiff, and enters into this settlement for reasons other than the merits of Plaintiff's claims, including to avoid the cost of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto; it is agreed as follows:

1. Terms of Settlement:

- (a) The Defendant hereby agrees to pay Plaintiff, MARC A. LOPEZ, the total settlement amount of ONE HUNDRED NINETY THOUSAND DOLLARS and 00/100 (\$190,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for Plaintiff and interest;
- (b) Plaintiff agrees that, but for this General Release, he would not be entitled to the aforesaid payment and other terms of settlement described in the subsections under this paragraph;
- (c) The settlement amount shall be paid by Defendant in the form of one or more checks. Payment shall be made within thirty (30) days upon receipt by Richard L. Goldstein, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin of an original of this Release executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Docket No. GLO-L-2175-11, a W-9 executed by Plaintiff's counsel, and a Child Support Judgment Search for the Plaintiff as required by the applicable statute;

- (d) Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as "other income" will be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes that may be required by law to be paid with respect to any settlement of payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from the Defendant with respect to their settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payments in paragraph 1 (a) above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that he is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the payment under paragraph 1. The Parties intend this payment to compensate Plaintiff for emotional distress and related injuries. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that he shall indemnify and hold harmless Defendant for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendant, nor any of its representatives or attorneys, nor Plaintiff's attorney, has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that his attorney has instructed him to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release;
- (e) Plaintiff, MARC A. LOPEZ, certifies and warrants to the Defendant that he has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendant in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that he will satisfy all such outstanding judgments out of the proceeds of this settlement and that he will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments; and
- (f) Plaintiff's allegations against the Defendant arise out of alleged conduct which he claims caused personal injury, infliction of emotional distress and other related damages.

2. Dismissal of Action: Plaintiff understands and agrees that Richard L. Goldstein, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin, counsel for the Defendant, will file the executed original of the Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Gloucester County, Law Division. The Plaintiff understands and agrees that the

terms of the aforesaid dismissal are expressly incorporated by reference within this General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement: Plaintiff personally and for his estate and/or heirs waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against the Defendant, its officers, agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from, or in connection with Plaintiff's interactions with the Defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendant based upon any act, event or omission occurring before the execution of this Settlement, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited, to any potential claim regarding:

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities' Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;

- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs);
- (t) Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and
- (u) 42 U.S.C. § 1983, 1988.

4. Attorney's Fees and Costs: Plaintiff agrees that no amounts other than the payments to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or his attorney in connection with this matter.

5. No Admission of Liability: It is expressly understood that neither the execution of this agreement nor any other action taken by the Defendant in connection with Plaintiff's alleged claims or this settlement, constitutes an admission by the Defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. It is further understood that the Defendant has entered into this agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendant specifically denies any liability to Plaintiff or to any other person.

6. Entire Agreement: This Release contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, he consulted his attorney (Deborah Mains, Esq.), had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release, and that Plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Release. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Release.

7. Limited Confidentiality: Plaintiff, MARC A. LOPEZ, agrees and promises that, to the extent permitted by law, and unless directed to do so by Court Order or Subpoena, he will not disclose, in any manner whatsoever, any information regarding the existence or terms of this General Release or the facts and circumstances giving rise to the claim(s) in the Action, to any person or organization, public or private, within the United States of America, except that Plaintiff may disclose said information to his "immediate family members" as defined under the New Jersey Family Leave Act, or to his accountants, attorneys, doctors, the appropriate taxing authorities or other professionals.

8. Severability: Plaintiff agrees that if any court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

9. No Future Contact and/or Employment: Plaintiff recognizes and acknowledges that, to the extent permitted by law, his employment relationship with Defendant is permanently and irrevocably severed and that she is not eligible for rehire or re-employment with the Defendant, the DEPTFORD TOWNSHIP BOARD OF EDUCATION, or any of its affiliates, now or at any time in the future, and hence covenants that at no time will he seek resumed employment or any other remunerative relationship, including without limitation, any form of independent contractor or consultant relationship, with the Defendant, the DEPTFORD TOWNSHIP BOARD OF EDUCATION, or any of its affiliates.

Plaintiff further agrees and warrants that he will not apply to, or seek out employment with, Defendant, DEPTFORD TOWNSHIP BOARD OF EDUCATION, or any of its affiliates, at any time after the effective date of this Agreement.

10. Applicable Law: This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in a court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.

11. Liens: In reaching this Release, the parties have paid consideration and attention to possible entitlement to the Plaintiff to receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395 (y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-related conditions. This Release is intended to provide Plaintiff with a lump sum which will foreclose Defendant's responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for non-Medicare-covered or non-reimbursable medical expenses.

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action including, but not limited to, an action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits, if the Centers for Medicare and Medicaid Services determine that the money set aside was spent inappropriately or for any recovery sought by Medicare or Medicaid including past, present and future conditional payments. Plaintiff shall be responsible for, and hold Defendant harmless from, any claim for conditional payments made by Medicare or Medicaid including past, present and future.

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action including, but not limited to, an action to recover or recoup Welfare or related benefits which are applicable to, or are sought to be applied to any aspect of this settlement.

Furthermore, in accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000) and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by Plaintiff or paid by any third party on Plaintiff's behalf has been satisfied and paid off in its entirety by Plaintiff and/or an authorized agent out of the funds received

pursuant to this Release. Plaintiff further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments from the Defendant with regard to the settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorneys' fees and costs.

12. No Claims Permitted/Covenant Not To Sue: Plaintiff waives his right to file any charge or complaint on his own behalf and/or to participate as a complainant, a Plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on his behalf, with respect to anything which has happened up to the execution of this Agreement before any Federal, State or Local Court or administrative agency against the Defendant, except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that he will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing GLO-L-2175-11 and covenant not to file any charge, complaint or action in any forum or form against the Defendant based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this Agreement and Plaintiff shall reimburse the Defendant for the cost, including attorney's fees, of defending any such action.

13. Nonexclusivity of Remedies: The remedies provided for in the event any section of this Release is breached by the Plaintiff as discussed above shall not be construed to be exclusive and do not bar any other claims for relief, either at law or equity.

14. Strict Adherence: The failure of the parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

15. No Assignment: No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.

16. No Waiver of Breach: The waiver of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach.

17. Effective Date: This Release will become effective on the date on which it has been executed.

BY SIGNING THIS AGREEMENT, MARC A. LOPEZ, STATES THAT:

- a). HE HAS READ IT;
- b). HE UNDERSTANDS IT AND KNOWS THAT HE IS GIVING UP IMPORTANT RIGHTS, AND THAT HE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT TO WHICH HE WAS NOT ALREADY ENTITLED;

- c). HE AGREES TO ABIDE BY ALL OF THEIR OBLIGATIONS IN SAID AGREEMENT;
- d). HIS ATTORNEY(S) NEGOTIATED THIS GENERAL RELEASE WITH HIS KNOWLEDGE AND CONSENT;
- e). HE HAS BEEN ADVISED TO CONSULT WITH HIS ATTORNEY(S) PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND RELEASE, AND HAS, IN FACT, DONE SO;
- f). HE HAS SIGNED THIS SETTLEMENT AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY;
- g). HE UNDERSTANDS THAT HE HAS TWENTY-ONE (21) DAYS TO REVIEW AND SIGN THIS AGREEMENT AND THAT IF HE SIGNS IT PRIOR TO THE EXPIRATION OF THE 21-DAY PERIOD, HIS SIGNATURE HEREIN CONSTITUTES HIS UNCONDITIONAL AND KNOWING WAIVER OF HIS RIGHT TO THE ENTIRE TWENTY-ONE DAY (21) DAYS; AND
- h). HE UNDERSTANDS THAT HE MAY REVOKE THIS AGREEMENT AT ANY TIME WITHIN SEVEN (7) DAYS AFTER HE EXECUTES IT, AND THAT THIS AGREEMENT DOES NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL SUCH SEVEN (7) DAY REVOCATION PERIOD HAS EXPIRED.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

IN WITNESS WHEREOF, Plaintiff has hereunto signed this Release the day and year below written.

DATED: 3-8-13

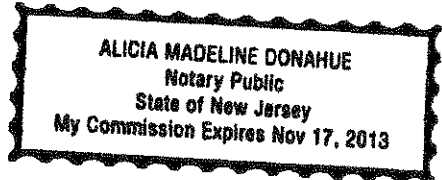
M. Lopez

 MARC A. LOPEZ, Plaintiff

WITNESSED BY: Privacy; protection of personal identifying information (N.J.S.A. 47:1A-1; N.J.S.A. 47:1A-9; N.J.S.A. 47:1A-1.1)

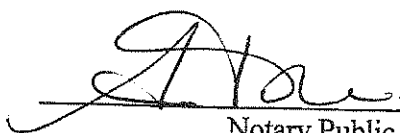
SSN: [REDACTED]

STATE OF NEW JERSEY, COUNTY OF MS Camden Co; ss.



I CERTIFY that on March 8, 2013, Marc A. Lopez, 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 Public

DATED: 3-8-13

My Commission Expires: NOV 17, 2013

Prepared by:

Richard L. Goldstein, Esquire
MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN
Woodland Falls Corporate Park
200 Lake Drive East, Suite 300
Cherry Hill, NJ 08002
(856) 414-6000

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