

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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SHERRELL S. HOLDERMAN, : Civil Action No.:
Plaintiff, : COMPLAINT
v. : JURY TRIAL DEMANDED
KEAN UNIVERSITY and DAWOOD Y. FARAH, :
Defendants. :

12-3120
(FSH)

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COMPLAINT AND DEMAND FOR JURY TRIAL

SHERRELL HOLDERMAN ("Holderman" or "Plaintiff") by and through her undersigned counsel, Ferreira & Herbert Law Group, LLC, 96 Engle Street, Englewood, New Jersey, 07631, as for her Complaint in this action against KEAN UNIVERSITY ("Kean" or "Defendant") and DAWOOD Y. FARAH ("Farah" or "Defendant") (collectively, "Defendants"), hereby alleges as follows:

NATURE OF ACTION

1. This is an action for declaratory, injunctive and equitable relief, as well as an action for monetary damages, including punitive and/or exemplary damages as appropriate, to redress Defendants' unlawful employment practices against Plaintiff, including, *inter alia*, Defendants' intentional, malicious and unlawful discrimination against Plaintiff based upon the following: a) her age in violation of the Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. 621, as amended, and in violation the New Jersey Law Against Discrimination ("LAD"), NJSA 10:5-1, *et. seq.*; b) her gender in violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, and LAD; c) her race in violation of Title VII, LAD and 42 U.S.C. Section 1981, as amended; and d) breach of contract.

2. Defendants' conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Plaintiff, and/or Defendants' unlawful conduct had a disparate and/or disproportionate impact upon Plaintiff based upon her race, gender and age, which has caused, and continues

to cause, Plaintiff to suffer economic and non-economic damages, permanent harm to her professional and personal reputation, loss of employment for almost one year, mental anguish and emotional distress.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over Plaintiff's Title VII, ADEA, 42 U.S.C. Section 1981 and 1988 claims pursuant to 28 U.S.C. Section 1331 because said claims involve federal questions under the laws of the United States.

4. This Court also has subject matter jurisdiction with respect to each of Plaintiff's civil rights claims pursuant to 28 U.S.C. section 1343(a)(4).

5. This Court has subject matter jurisdiction over Plaintiff's LAD and common law claims pursuant to Title 28 U.S.C. Section 1367(a).

6. This Court has personal jurisdiction over Defendants because the Defendants reside within the District of New Jersey and all and/or a substantial portion of the events which give rise to Plaintiff's claims occurred within the District of New Jersey.

7. Plaintiff seeks, and this Court has authority to order, reimbursement of Plaintiff's reasonable attorney's fees as costs, in addition to awarding Plaintiff expert witness fees, pursuant to, *inter alia*, Title 42 U.S.C. Section 1988(b)(c).

8. Venue is proper in this Court pursuant to 28 U.S.C. Section 1391(b)(2), because all, and/or a substantial portion, of the events giving rise to this action occurred within the District of New Jersey.

PROCEDURAL REQUIREMENTS

9. Plaintiff has complied with all statutory and procedural requirements needed to bring this action.

10. Prior to commencement of this action, Plaintiff timely filed a Charge with the EEOC and New Jersey Division on Civil Rights on March 15, 2011 in which she alleged age, gender and race discrimination by Defendant Kean University.

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11. Plaintiff has commenced this action within 90 days following receipt of the Notice of Dismissal and Right to Sue from the EEOC dated February 22, 2012.

12. Any and all other prerequisites to the filing of the causes of action asserted in this Complaint have been met.

PARTIES

13. Plaintiff Holderman, is a black female who was born on January 8, 1949. She is currently 63 years of age. During all relevant times as alleged in the Complaint, Plaintiff was 61 and 62 years of age.

14. During all relevant times as alleged in the Complaint and currently, Plaintiff resided and resides at 243 Washington Place, Teaneck, New Jersey 07666.

15. Prior to Plaintiff's coerced retirement from Kean University, Plaintiff had been employed by Defendant Kean for almost thirty 30 years, *i.e.*, she was first hired by Defendant Kean in November 1981 and was unlawfully discharged by Defendants effective on or about February 28, 2011.

16. Prior to her coerced retirement from Kean, Plaintiff had held the position of Director, PASSPORT Program for approximately nineteen (19) years. By way of background, Plaintiff first was moved into the position of Director, PASSPORT Program in April 1992 before she was officially promoted to the position. Several months later, Plaintiff received the official promotion to Director, PASSPORT Program, together with a salary increase, retroactive to April 1992. Plaintiff's promotion to Director, PASSPORT Program was sanctioned and ratified by then President of Kean, Dr. Elsa Gomez.

17. Plaintiff functioned and successfully performed in the position of Director of PASSPORT Program until on or about February 28, 2011, when her retirement was coerced and she was terminated from her employment by Defendants.

18. Upon information and belief, during all relevant times as alleged in the Complaint, and currently, Defendant Farahi is and/or was a resident of Union County in the State of New Jersey.

19. During all relevant times as alleged in the Complaint, Defendant Farahi was and is currently

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the President of Defendant Kean University, a position which he assumed on or about some time in 2003.

20. As President, Defendant Farahi was/is responsible for the day-to-day operations of Kean University.

21. Defendant Kean University is located at 1000 Morris Avenue, Union, New Jersey 07083.

22. Defendant Kean is a "public university governed by a Board of Trustees and managed by a President duly appointed by the board. The Board currently consists of 15 members appointed by the Governor of New Jersey....Pursuant to the Higher Education Restructuring Act of 1994, the board has general supervision and oversight of the University."

FACTUAL ALLEGATIONS

23. Plaintiff is currently 63 years of age. During all relevant times as alleged in the Complaint, Plaintiff was 61 and 62 years of age.

24. Plaintiff earned a Bachelor of Arts in Sociology from Syracuse University and a Masters of Science in Guidance and Counseling from Syracuse University.

25. Plaintiff spent almost thirty (30) years serving Kean University's students, Defendant Kean and the State of New Jersey. In addition, Plaintiff had higher educational experience elsewhere prior to her employment by Defendant Kean.

26. First, during the period from 1981 to 1992, Plaintiff successfully performed and functioned in the position of Academic Advisor for Defendant Kean University.

Plaintiff as Director, PASSPORT Program

27. Second, during the period on or about April 1992 to on or about February 28, 2011, Plaintiff successfully performed and functioned in the position of Director, PASSPORT Program for Defendants.

28. Importantly, in or around 1992, Plaintiff was given a Charge by Louanne Kennedy, then Vice President of Academic Affairs, to develop and implement what was termed the PASSPORT Program of which Plaintiff became Director. (*emphasis added*)

29. Initially the PASSPORT Program serviced a large percentage of academically underprepared athletes, as well as non-athletes. All of the PASSPORT Program students are considered "Special Admits". The PASSPORT Program helped to acclimate its students to the rigors of university academia and provided academic assistance and guidance to said students as needed.

30. Over time the PASSPORT Program moved away from servicing principally athletes and focused more on the general "Special Admit" body of students.

31. From some point in April 1992 until some point in 2005, the PASSPORT Program was directly under Academic Affairs. During this period, Plaintiff reported directly to the Vice President of Academic Affairs. At some point in 2005 through her involuntary departure from Kean, the PASSPORT Program was placed under the Center for Academic Success ("CAS"), which reported to Academic Affairs. During this period, Plaintiff reported directly to the Head of CAS.

32. From at some point in 2005 until her involuntary departure from Kean, on university postings and other official Kean listings, including for budgeting purposes, Plaintiff was listed under CAS. Plaintiff had the most seniority of any employee within CAS, except for a brief period of time beginning in October 2009 and thereafter, when one male employee had greater seniority as a Kean employee, although less time than Plaintiff as a CAS employee.

**Plaintiff's Contract of Employment
with Defendants and Her Performance Evaluations**

33. Plaintiff's employment by Defendants as Director, PASSPORT Program, was pursuant to multi-year contracts. Following an evaluation which was signed off on, on or about February 26, 2007, Plaintiff was reappointed and given another five year contract. The latest and last five year contract covered the period from July 1, 2008 through June 30, 2013.

34. Plaintiff was evaluated at the end, around or after the conclusion of each multi-year period concerning her performance during each multi-year period she was employed by Defendants as Director, PASSPORT Program.

35. During each evaluation period of her multi-year contracts as Director, PASSPORT Program,

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Plaintiff received overall performance ratings of between Good and Excellent, including her last evaluation period which concluded on or about February 26, 2007.

**The Aftermath following Plaintiff's
Receipt of the Purported "Lay-off Letter" from Defendants**

36. By letter dated September 2, 2010 (which Plaintiff received at a later time), Plaintiff was advised that she would be "laid-off," effective February 28, 2011.

37. While Plaintiff had the most seniority of any other employee in CAS (except as stated in Paragraph 32 above), for Defendants' alleged "lay-off" purposes (while in truth the purported lay-off, was a thinly disguised further step in Defendants' ongoing unlawful and discriminatory campaign to further reduce the number of black, older and females from the rank of Kean employees), the PASSPORT Program, of which Plaintiff was Director, was treated as a stand-alone entity in furtherance of Defendants' scheme to purportedly "lay-off" Plaintiff with the ill-conceived intent of, *inter alia*, avoiding employee seniority issues which Defendants would have had to answer had Plaintiff and the PASSPORT Program been viewed as under the auspices of CAS.

38. Within a relatively short period of time following Plaintiff's coerced retirement from her position as Director, PASSPORT Program on February 28, 2011, Plaintiff learned that the PASSPORT Program had been moved from CAS to the Educational Opportunity Center ("EOC") under the direction auspices of William DeGarcia, a white European Spaniard, who is/was younger than Plaintiff.

39. Upon information and belief, Defendants notified at least 11 other members (twelve (12), including Plaintiff) of the professional staff by letters also dated September 2, 2010, that such individuals would also purportedly be "laid-off" effective February 28, 2011.

40. Of the 12 individuals (including Plaintiff) who Defendants advised by letter dated September 2, 2010 (or in and around September 2, 2010), that they purportedly would be "laid-off" effective February 28, 2011, the following holds true: i) ten (10) were women, including Plaintiff; ii) six were black, including Plaintiff; iii) of the six (6) black employees who were laid-off, four (4) were black women, including Plaintiff; iv) two were Hispanics; iv) at least nine (9) employees were over forty years of age,

including Plaintiff, who was then 61 years of age; and v) not a single white male was among the 12 individuals laid-off among the Professional Staff.

**Defendants Had Ample Notice of their
Discriminatory Actions, Yet Failed to Timely Investigate**

41. During all relevant times as alleged in the Complaint, Plaintiff was a member of the Kean Federation of Teachers ("KFT") of which James Castiglione, is President.

42. Plaintiff also was Chair and/or Co-Chair of the Grievance Committee of KFT for Professional Staff from 2005 until the date of her coerced retirement and unlawful and discriminatory termination on or about February 28, 2011.

43. Defendants were on notice from many sources that Plaintiff's alleged "lay-off," effective February 28, 2011, was discriminatory based upon her race, age and gender. For example, on September 13, 2010, at a Board of Trustees Meeting which Defendant Farahi and Plaintiff were in attendance, James Castiglione, President of the KFT, Plaintiff's union, on behalf of Plaintiff and the other KFT members described the lay-offs of Plaintiff and the eleven (11) other professional staff employees as financially irresponsible and discriminatory.

44. Upon information and belief, Mr. Castiglione stated at the September 13, 2010 Board of Trustees Meeting for Defendant Kean that the "layoffs discriminated against women, African-Americans and Hispanic staff. He said that of "the 12 professional staff laid (sic) off, 10 are women, six of who are African-American and two are Hispanic¹."

45. On September 13, 2010, at the Kean Board of Trustees Meeting, Defendant Farahi and Plaintiff, among many others were in attendance, including, Dr. Barbara Wheeler, a full professor of Anthropology and Sociology Kean. Dr. Wheeler told the Board of Trustees and Defendant Farahi, among other things, that she was present at the Board of Trustees Meeting to "register [her] disbelief, disgust and disappointment regarding the blatant racial, gender and age discrimination inherent in the list of

¹ Quoted language excerpted from a news article which appeared in the "Kean Tower," a Kean University student publication, published on September 16, 2010 and updated on September 27, 2010, authored by Stephanie Musat.

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the 12 professional staff (of which Plaintiff is one) members of the Kean Federation of Teachers who were laid (sic) off².”

46. Upon information and belief, in addition to her verbal statement to the Board of Trustees and Defendant Farahi, Dr. Wheeler submitted a written statement (which memorialized the sentiments heretofore stated and others) to be made a part of the Kean University's Board of Trustees record on September 13, 2010.

47. Plaintiff complained by letter dated February 4, 2011 that Defendants' action in forcing her retirement was "blatantly unfair, discriminatory, retaliatory, unlawful and unethical." Plaintiff also told Defendants in her February 4, 2011 correspondence that the reason proffered for her purported "lay-off," i.e., budgetary considerations, was in effect, pretextual.

48. Based upon information and belief, Defendants never conducted, nor had conducted, an internal investigation into the myriad claims of discriminatory lay-off of Plaintiff and the other eleven (11) professional staff based upon race, age and gender, notwithstanding the chorus of claims of discriminatory lay-offs and pretext hurled in Defendants' direction, including the claims asserted by among others, KFT President Castiglione, Dr. Wheeler and Plaintiff prior to Plaintiff's coerced retirement and unlawful and discriminatory termination.

Defendants' Offer of Potential Employment Subsequent to Plaintiff's Coerced Retirement was Illusory and a Sham

49. In their September 2, 2010 "lay-off" letter to Plaintiff, Defendants stated, among other things, that Plaintiff would be placed on a reemployment list until the ending (sic) date of the contract to which [Plaintiff] was employed as of the date of the layoff."

50. Plaintiff learned following receipt of Defendants' September 2, 2010 "lay-off Letter, through her own independent investigation (as Defendants did not apprise her of this critical information) that in order for employees under the State Health Benefits Program (as was she) to

² Quoted language excerpted from the written statement submitted by Dr. Wheeler to the Kean Board of Trustees on September 13, 2010.

maintain continued health insurance benefits , that she would have to retire while her health insurance benefits were still in effect.

51. As such, on or about February 4, 2011, Plaintiff was forced to file for her retirement from Defendant Kean to ensure that her health insurance benefits would remain in effect without a break in coverage. In connection therewith, she was compelled to take a small distribution. Plaintiff has not since touched her retirement funds.

52. Plaintiff's filing for continued health insurance benefits, also meant that she was forced to retire, which in turn, she subsequently learned, precluded her eligibility for consideration by Defendants for other re-employment opportunities at Defendant Kean.

AS AND FOR A FIRST CAUSE OF ACTION

(Discrimination in Violation of Title VII)

53. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 52, inclusive, hereinabove, as if set forth here at length.

54. Defendants have discriminated against Plaintiff based upon her race (black), and/or age and/or gender (female) in violation of Title VII by intentionally targeting Plaintiff , purportedly for lay-off and by subsequently terminating Plaintiff's employment, with said unlawful discriminatory indicia serving as the underpinnings for their actions.

55. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages and other relief.

56. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an

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award of monetary damages and other relief.

57. Defendants' unlawful discriminatory conduct constitutes a willful and wanton violation of Title VII, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's federally protected civil rights, entitling Plaintiff to an award of punitive damages.

AS AND FOR A SECOND CAUSE OF ACTION

(Discrimination in Violation of Title VII)

58. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 57, inclusive, hereinabove, as if set forth here at length.

59. Defendants have discriminated against Plaintiff based upon her race (black), and/or age and/or gender (female) in violation of Title VII because Defendants' decision concerning who purportedly would be "laid-off" had a disparate and disproportionate impact upon Plaintiff based upon her race (black), and/or age and/or gender (female).

60. As a direct and proximate result of Defendants' unlawful, intentional, knowing and discriminatory conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages and other relief.

61. As a direct and proximate result of Defendant's unlawful, intentional, knowing, and discriminatory conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an award of monetary damages and other relief.

AS AND FOR A THIRD CAUSE OF ACTION

(Discrimination in Violation of LAD)

62. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1

through 61, inclusive, hereinabove, as if set forth here at length.

63. Defendants have discriminated against Plaintiff based upon her race (black), and/or age, and/or gender (female) in violation of LAD by intentionally targeting Plaintiff for "lay-off" and by subsequently terminating Plaintiff's employment with said unlawful discriminatory indicia serving as the underpinnings for their actions.

64. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of LAD, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of monetary damages and other relief.

65. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of LAD, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an award of compensatory damages and other relief.

66. Defendants' unlawful discriminatory conduct constitutes a willful and wanton violation of LAD, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's civil rights, entitling Plaintiff to an award of punitive damages.

AS AND FOR A FOURTH CAUSE OF ACTION

(Discrimination in Violation of LAD)

67. Plaintiff hereby repeats and realleges each and every allegation as set forth above in Paragraphs 1 through 66, inclusive, hereinbefore, as if set forth here at length.

68. Defendants have intentionally discriminated against Plaintiff based upon her race (black), and/or age and/or gender (female) in violation of LAD because Defendants' knowing and willful decision concerning who would be "laid-off" had a disparate and/or disproportionate impact upon Plaintiff based upon her race (black), and/or age and/or gender (female).

69. As a direct and proximate result of Defendants' unlawful, knowing, intentional and discriminatory conduct in violation of LAD, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages and other relief.

70. As a direct and proximate result of Defendant's unlawful, intentional, knowing and discriminatory conduct in violation of LAD, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an award of monetary damages and other relief.

AS AND FOR A FIFTH CAUSE OF ACTION

(Discrimination in Violation of 42 U.S.C. Section 1981)

71. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 70, inclusive, hereinabove, as if set forth here at length.

72. Defendants have discriminated against Plaintiff based upon her race (black) in violation of 42 U.S.C. Section 1981 by intentionally targeting Plaintiff for "lay-off" and by unlawfully and wrongly terminating Plaintiff's employment with Defendants, with said unlawful discriminatory indicia serving as the underpinnings for Defendants' actions.

73. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of 42 U.S.C. Section 1981, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages and other relief.

74. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of 42 U.S.C. Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is

entitled to an award of compensatory damages and other relief.

75. Defendants' unlawful discriminatory conduct constitutes a willful and wanton violation of 42 U.S.C. Section 1981, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's federally protected civil rights, entitling Plaintiff to an award of punitive damages.

AS AND FOR A SIXTH CAUSE OF ACTION

(Discrimination in Violation of 42 U.S.C. Section 1981)

76. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 75, inclusive, hereinabove, as if set forth here at length.

77. Defendants have discriminated against Plaintiff based upon her race (black) in violation of 42 U.S.C. Section 1981 by intentionally targeting Plaintiff for "lay-off" and by unlawfully and without just cause breaching their contract of employment with Plaintiff by unlawfully and intentionally terminating Plaintiff's employment contract with Defendants by letter dated September 2, 2010 because of her race (black). In the afore-referenced letter from Defendants, Defendants terminated Plaintiff's employment, with an effective termination date of February 28, 2011. Plaintiff's employment contract with Defendants expired by its expressed terms on June 30, 2013.

78. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of 42 U.S.C. Section 1981, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages and other relief.

79. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of 42 U.S.C. Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an award of monetary damages and other relief.

80. Defendants' unlawful discriminatory conduct constitutes a willful and wanton violation of 42 U.S.C. Section 1981, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's federally protected civil rights, entitling Plaintiff to an award of punitive damages.

AS AND FOR A SEVENTH CAUSE OF ACTION

(Common Law Breach of Contract)

81. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 80, inclusive, hereinabove, as if set forth here at length.

82. Defendants have unlawfully breached their contract of employment with Plaintiff by unlawfully and intentionally terminating Plaintiff's employment contract with Defendants in bad faith and because of her race (black), age and gender in a letter to Plaintiff which is dated September 2, 2010.

83. In the afore-referenced letter from Defendants, Defendants terminated Plaintiff's employment, with an effective termination date of February 28, 2011.

84. Plaintiff's employment contract with Defendants expires by its expressed terms on June 30, 2013.

85. As a direct and proximate result of Defendants' unlawful conduct in breaching Plaintiff's employment contract with Defendants, Plaintiff is entitled to compensatory damages to place her in the position that she would have been in had Defendants not breached her employment contract. Plaintiff's damages include, but are not limited to, lost earnings, loss of retirement benefits, incidental expenses incurred in seeking other employment, attorney's fees, reimbursement for loss of value in retirement benefits, and all other related damages for breach of Plaintiff's employment contract by Defendants.

86. Defendants' breach of Plaintiff's contract of employment was intentional, knowing, malicious and outrageous and proximately caused Plaintiff's foreseeable emotional distress with entitles Plaintiff to damages for emotional distress for said breach of her employment contract which occurred

approximately 16 months before said contract was set to expire by its expressed terms.

87. Defendants' conduct was intentional, outrageous, unlawful, and malicious and meant to injure Plaintiff. Upon information and belief, Plaintiff's unlawful termination and the breach of her employment contract was done at Defendant Farahi's behest and/or the premature and unlawful termination of Plaintiff's employment contract was ratified and sanctioned by Defendant Farahi, the President of the Defendant Kean.

88. Upon information and belief, Defendant Kean, through its Board of Trustees, approved and/or sanctioned Plaintiff's termination and knew and/or should have known, and in any event, is charged with such knowledge. That is, that by terminating Plaintiff's employment with Defendant Kean, the Board of Trustees and, by extension, Defendant Kean, breached Plaintiff's employment contract with Defendants. At best, the Board of Trustees displayed willful indifference to Plaintiff's employment contract with Defendants and, at worst, the Board of Trustees engaged in knowing, willful, malicious and egregious conduct. In either event, Plaintiff is entitled to punitive damages against both Defendants for breach of contract under the circumstances set forth hereinabove, specifically those facts as alleged in Paragraphs 84 through 88.

AS AND FOR A EIGHTH CAUSE OF ACTION

(Discrimination in Violation of ADEA)

89. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 88, inclusive, hereinabove, as if set forth here at length.

90. Defendants have discriminated against Plaintiff based upon her age in violation of ADEA by intentionally targeting Plaintiff, purportedly for "lay-off" and by subsequently terminating Plaintiff's employment based upon her age.

91. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of ADEA, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages

and other relief.

92. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of ADEA, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an award of monetary damages and other relief as appropriate.

AS AND FOR A NINTH CAUSE OF ACTION

(Discrimination in Violation of ADEA)

93. Plaintiff hereby repeats and realleges each and every allegation as set forth in paragraphs 1 through 92, inclusive, hereinabove, as if set forth here at length.

94. Defendants have discriminated against Plaintiff based upon her age in violation of ADEA in that Defendants' selection of certain members of Defendants' professional staff who purportedly would be "laid-off," and whose employment was terminated on February 28, 2011, " had a disparate and disproportionate impact upon Plaintiff, and others similarly situated, based upon her age.

95. Plaintiff was 61 years of age at the time when she was advised by Defendants that she would be "laid-off," and she was 62 years of age on the date, i.e., February 28, 2011, when Defendants terminated her employment.

96. Upon information and belief, at least nine (9) of the twelve (12) professional employees who were terminated by Defendants as a group (effective February 28, 2011, which included Plaintiff), were at least 40 years of age or older, all part of a protected category.

97. As a direct and proximate result of the aforesaid violation(s) of ADEA by Defendants, Plaintiff has suffered, and continues to suffer, monetary and non-monetary and/or economic and/or non-economic harm for which she is entitled to an award of compensatory damages and other relief.

98. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of ADEA, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress,

including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for said conditions Plaintiff is entitled to an award of monetary damages and other relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment in her favor and against Defendants, granting her the following relief:

1. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate Title VII, LAD, ADEA, 42 U.S.C. 1981, and constituted breach of contract.
2. An Injunction permanently restraining Defendants for engaging in such action and conduct in the future.
3. An award of damages in an amount to be determined at trial, together with pre-judgment and post-judgment interest, if applicable; to compensate Plaintiff for all monetary and/or economic damages, including, but not limited to past and future earnings, past and future lost retirement benefits; past and future Social Security contributions; past and future contributions by Defendants to Plaintiff's retirement fund; to compensate Plaintiff for any diminution in the value of her life insurance policy, the value of which is/was tied to her salary; and, any and all other benefits to which Plaintiff is/was entitled by virtue of her employment with Defendants which she has forfeited and/or been denied..
4. An award of damages in an amount to be determined at trial, plus pre-judgment and post-judgment interest, if applicable, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for her mental anguish and emotional distress, humiliation, embarrassment, stress, anxiety, loss of self-esteem, self-confidence and personal and professional dignity, loss and/or diminution of career fulfillment, emotional pain and suffering and any other physical and/or mental injury.

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5. An award of damages for any and all other monetary and/or non-monetary loss suffered by Plaintiff an amount to be determined at trial, plus pre-judgment and post-judgment interest, if applicable.

6. An award of punitive damages.

7. An award of costs that Plaintiff incurred in this action, the administrative proceeding which was a condition precedent to bringing certain of Plaintiff's federal claims in this action, as well as an award to Plaintiff of her reasonable attorney's for this action and in connection with the administrative proceeding, to the fullest extent allowed by law; and

8. For other and further relief as this Court may in its sole discretion deem just and proper.


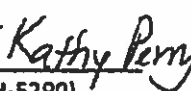
JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and for all demands for damages as stated herein.

Dated: Englewood, New Jersey
May 22, 2012

Respectfully submitted,

FERREIRA & HERBERT LAW GROUP, LLC

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SHERRELL S. HOLDERMAN

GENERAL RELEASE

Sherrell S. Holderman v. Kean University

1. **Releasor and Releasees:** The Releasor is Sherrell S. Holderman, hereinafter referred to as "I." The Releasee is Kean University, its employees, past and present, agents, officers, and assigns, and the State of New Jersey including all of its departments, agencies and employees, past and present. Releasees are hereinafter referred to as "You."

2. **Release:** I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, causes of action, or suits and any damages which have been or could have been brought. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything which has happened up to now, including but not limited to, all claims which were or could have been brought in the action entitled Sherrell S. Holderman v. Kean University, Civil Action No. 2:12-cv-3120-SRC-CLW, in the United State District Court, District of New Jersey.

In addition to the specific claim enumerated above, this Release includes all claims under the Constitution or statutes of the United States, the Constitution, statutes or compacts of the State of New Jersey, or under common law, including but not limited to, all claims under: Title VII of the Civil Rights Act, Sections 1981, 1983 and 1985 of the Civil Rights Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the Family Medical Leave Act, the Family Leave Act, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, the Civil Service Act, the Handicapped, Blind, or Deaf Persons Civil Rights Law, the Developmentally Disabled Rights Act, the Americans with Disabilities Act, the Alcoholism Treatment and Rehabilitation Act, the Education Code, public works statutes, the Public Transportation Act, the Right to Know Act, the Occupational Safety and Health Act, the Worker Health and Safety Law, the Minimum Wage Law, the Prevailing Wage Law, the New Jersey Smoking Act, wages and hour laws, unemployment compensation, disability benefits laws, workers' compensation, the U.S. Constitution, the New Jersey Constitution, tort law or contract law. This Release includes all claims made or which could have been brought as grievances under any collective bargaining agreement, and/or all claims made or which could have been brought in any other administrative or judicial proceeding. This Release includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Release and I release the use in any way of any past action or practice in any subsequent claim. Provided however, this Release does not affect any vested right to pension, COBRA, or related benefits which I might have. This Release is a compromise and in full settlement of all claims that I may have against You.

3. **Payment:** In consideration of my releasing the claims enumerated in Paragraph 2 of this Release, You have agreed to pay me, in full satisfaction of all of my claims, including my claims for attorneys' fees, a total of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00). Payment in this amount shall be made, as soon as possible by a single check made payable to TRUST ACCOUNT OF HERBERT LAW GROUP, LLC, as attorneys for Sherrell S. Holderman.

In further consideration for this settlement, I agree that I will be forever precluded from seeking or maintaining employment in the future from Kean University or any of its departments, divisions, subsidiaries or successor entities or corporations. I agree that I will not seek anything further including any other payment from You, except any amounts to which I am entitled as an actual or prospective retiree from Kean University, including but limited to any medical or other benefits to which I would ordinarily be entitled as a retiree.

I acknowledge that this is payment of consideration to which I am not otherwise entitled. In further consideration for this settlement, except as set forth with respect to retiree benefits as set forth in the previous paragraph, I agree that I will not seek anything further including any other payment from You.

4. **Indemnification:** A form 1099 will be issued with respect to this payment, but no deductions will be made, as this payment constitutes neither income replacement nor compensation for back pay, employee wages or services. I will sign appropriate W-9 forms. It is understood and agreed that You have not made any representations to me or my counsel concerning the taxability of the amounts described in paragraph three (3) of this Release. I shall be solely responsible for the payment of appropriate taxes on this settlement, and make no claim against You for payment of any such taxes, or the payment of any applicable interest or penalties, and shall hold You harmless and indemnify You for same.

5. **Debt/Lien Owed to the State:** Releasor acknowledges that if, upon the results of any lien search conducted by Releasee(s), a debt/lien is owed to the State, its agencies or departments, such debt/lien shall be deducted from the payment prior to its disbursement to Releasor.

6. **Child Support Certification:** Releasor hereby acknowledges and understands his/her obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. Releasor agrees that he/she shall direct his/her attorneys to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. Releasor further understands and acknowledges that, (a) no settlement funds due Releasor under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the Payment prior to its disbursement to Releasor.

7. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs. I am responsible for my own attorneys' fees and costs.

8. **No Admission of Liability:** Releasees expressly deny the validity of my disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees.

9. **Dismissal of Lawsuit:** I hereby authorize and instruct my legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs as to all claims in the matter docketed to Sherrell S. Holderman v. Kean University, Civil Action No. 2:12-cv-3120-SRC-CLW, in the United State District Court, District of New Jersey, and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulations of Dismissal shall be filed by counsel for Releasees upon tender of the settlement check to Releasor.

10. **Non-Assignment:** None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).

11. **Who is Bound:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for Your benefit and all who succeed to Your rights and responsibilities.

12. **Severability:** If any provision of this Release is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Release remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

13. Under the Age Discrimination in Employment Act, federal law requires the Employer to advise you that: (a) you should consult with an attorney regarding the Settlement Agreement and Release; (b) you are entitled to twenty-one (21) days from the date of your receipt of the Settlement Agreement and Release to consider whether you want to sign it, although you may sign and return it before the end of the twenty-one (21) day period if you wish to do so; and (c) if you do sign it, you have seven (7) days from the date you sign it to revoke your acceptance of its terms. If you sign the Settlement Agreement within the twenty-one (21) day period and do not revoke it during the seven (7) day period, the Settlement Agreement and Release will become effective at the conclusion of the seven (7) day period ("Effective Date").

14. **Signatures:** I understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily.

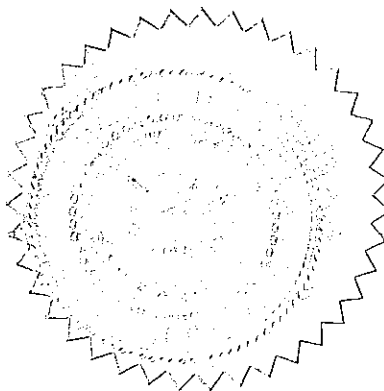
Sherrell S. Holderman Dated: September 23, 2015
Sherrell S. Holderman

Subscribed and sworn to before
me on 23, Sept, 2015

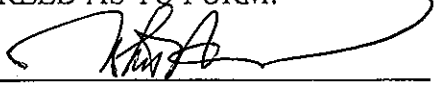
Mary E. Herbert
Notary Public

My Commission Expires: 11-01-2018

MARY E. HERBERT
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2440189
My Commission Expires 11/1/2018



AGREED AS TO FORM:

A handwritten signature in black ink, appearing to read 'John T. Herbert', written over a horizontal line.

John T. Herbert, Esq.
Attorney for Releasor