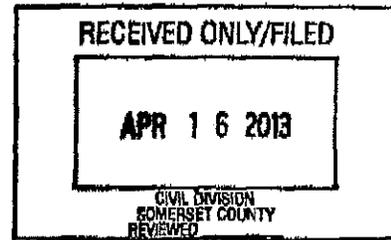


Zuckerman & Fisher, L.L.C.  
5 Mapleton Road  
Princeton, NJ 08540  
(609) 514-0514  
[gwf@zuckfish.com](mailto:gwf@zuckfish.com)

Attorney for Plaintiff



<p><b>CAROLYN BRINK,</b> Plaintiff,</p> <p>vs.</p> <p><b>SOMERSET COUNTY VOCATIONAL BOARD OF EDUCATION, CHRYS HARTRAFT, and DIANE ZIEGLER,</b> Defendants.</p>	<p>Superior Court of New Jersey Law Division, Somerset County Docket No. SOM-L-</p> <p><b>COMPLAINT &amp; JURY DEMAND</b></p>
--	---

Plaintiff CAROLYN BRINK, by way of complaint against Defendants SOMERSET COUNTY VOCATIONAL BOARD OF EDUCATION, CHRYS HARTRAFT and DIANE ZIEGLER, states as follows:

**PARTIES**

1. Plaintiff is and at all relevant times was a resident of the State of New Jersey, Somerset County.
2. Defendant Somerset County Vocational Board of Education (hereinafter referred to as "Defendant Board of Ed") is and at all relevant times was a governmental subdivision of the State of New Jersey whose function and responsibility is to provide certain educational opportunities to certain residents of the County of Somerset.
3. Defendant Chrys Hartraft (hereinafter referred to as "Defendant Hartraft") is and all relevant times was the superintendent of schools under the jurisdiction and responsibility of Defendant Board of Ed.

4. Defendant Diane Ziegler (hereinafter referred to as "Defendant Ziegler") is and at all relevant times was the principal of the Somerset County Vocational Technical School (hereinafter referred to as "SCVTS"), a school under the jurisdiction and responsibility of Defendant Board of Ed.

#### **BACKGROUND FACTS**

5. Plaintiff repeats the facts set forth in Paragraphs 1 through 4, *supra*, as though fully set forth herein.

6. On or about 2005, Plaintiff became employed by Defendant Board of Ed as a social worker at SCVTS.

7. During Plaintiff's employment as social worker she performed her functions and responsibilities competently and accordingly received favorable evaluations from Defendant Board of Ed.

8. On or about June 2010, Plaintiff was terminated from such position due to a reduction in Defendant Board of Ed's workforce.

9. For many years, Defendant Board of Ed and SCVTS have participated in what is known as the "School-Based Youth Services Program", a program sponsored by the New Jersey Department of Children and Family (hereinafter referred to as "NJDCF") through grants to make certain professional services available on-site at school campuses, for students who may be in need of same but might otherwise not have access to same (if not delivered on-site at the school). Ultimately, the goal of such program is to assist the emotional, behavioral, and family well-being of students such that they might take full advantage of educational opportunities offered them at the particular school.

10. To encourage the establishment/continuation of a School-Based Youth Services Program at a school campus, upon application by a school/school entity and approval of same on a yearly basis,

NJDCF makes grant monies available to the school/school entity so that the school/school entity may fund the expenses of the program.

11. To that end, again on a yearly basis, the applying school/school entity must enter into a contract with NJDCF explaining the specifics and parameters of its School-Based Youth Services Program and agreeing to utilize the grant monies approved by NJDCF solely for such program. It must also agree to provide a 25% match, in the form of cash and/or in-kind contributions, which must be utilized in and for the operation of the program.

12. Such a contract incorporates policies and procedures which have been adopted and relied upon by NJDCF and which are authorized by and consistent with the provisions of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12 and 30:1-20.

13. Such a contract also incorporates certain Executive Orders of the Executive Branch of government in New Jersey imposing upon individuals and entities contracting with the State and its agencies a standard of responsibility to compete and perform honestly in dealings with the State.

14. Over the past twenty-five years, Defendant Board of Ed and SCVTS have entered into contracts with NJDCF (and its predecessor) for receipt of substantial grant monies to fund operation of a School-Based Youth Services Program on the campus of SCVTS.

**COUNT I**  
**(Violation of NJCEPA)**

15. Plaintiff repeats the facts set forth in Paragraphs 1 through 14, *supra*, as though fully set forth herein.

16. Defendant Board of Ed and SCVTS entered into a contract with NJDCF which continued receipt of substantial grant monies to fund operation of a School-Based Youth Services Program on

the campus of SCVTS for the period July 1, 2010 through June 30, 2011.

17. On or about August 2010, Plaintiff was rehired by Defendant Board of Ed, into the position of Director of School-Based Youth Services Program. By virtue of that position, Plaintiff was responsible for the oversight and supervision of such program.

18. Pursuant to a one-year contract, which would expire on June 30, 2011, Plaintiff was an employee of Defendant Board of Ed.

19. Between August 2010 and June 2011, Plaintiff was evaluated three times by her superiors as "outstanding", on each occasion receiving the highest score possible.

20. During the above-mentioned one-year contract, the School-Based Youth Services Program on the campus of SCVTS operated within the NJDCF contract requirements, and the grant monies received were applied solely to the operation of said program.

21. Defendant Board of Ed and SCVTS entered into a contract with NJDCF which provided for receipt of substantial grant monies (approximately \$347,000.00) to be used exclusively for the School-Based Youth Services Program, for the period July 1, 2011 through June 30, 2012, at the campus of SCVTS. As part of such contract, Defendant Board of Ed agreed to the required 25% match, approximately \$87,000.00 in the form of in-kind contributions (*e.g.*, use of school facility space, use of copier, etc.).

22. Defendant Board of Ed also renewed Plaintiff's contract as Director of School-Based Youth Services Program for another one-year period, July 1, 2011 through June 30, 2012.

23. For the term of her one-year renewal, Plaintiff reported to the Director of Pupil Services, Joseph Petrosino.

24. On or about July 1, 2011, upon the retirement of her predecessor, Defendant Ziegler assumed

the position of Principal of SCVTS.

25. On or about October 1, 2011, upon the retirement of her predecessor, Defendant Hartraft assumed the position of Superintendent of the district encompassing SCVTS.

26. Upon the hiring of these new persons, Defendants Board of Ed, Hartraft and Ziegler undertook a course of conduct to underutilize the School-Based Youth Services Program, by reducing access of SCVTS students to the Program and stripping Plaintiff of much of her authority under the Program.

27. At the same time, Defendants Board of Ed, Hartraft and Ziegler undertook a course of conduct to divert the resources of the School-Based Youth Services Program provided by grant money away from the Program to other activities/purposes not provided for or permitted by the Program.

28. At the same time, Defendants Board of Ed, Hartraft and Ziegler undertook a course of conduct to divert the in-kind contributions the district had committed to the Program away from the Program to other activities/purposes not provided for or permitted by the Program.

29. For example, under the Program, students were to have unrestricted access to the Program.

- a. Students are supposed to be able to refer themselves to the Program; in other words, if a student has issues or problems he/she believes might be assisted by the Program, he/she is able to visit the Program and Program staff without having to first obtain a referral from a staff member. Defendants, however, made a decision not to permit students to self-refer.
- b. The Program requires confidentiality between a student desiring assistance in the Program and Program staff. To that end, a student may not be required to share

his/her reason(s) for visiting the Program with anyone outside of Program staff. Such confidentiality is also a requirement of and consistent with federal law. However, because of the prohibition on self-referral, in order to obtain a referral, students who wished to seek assistance of the Program were forced to share their reasons with persons outside of the Program.

- c. Staff members are supposed to be able to refer a student directly to the Program (*e.g.*, draw the Program's attention to a student who could benefit from the Program's services). Yet, Defendants issued a requirement that the staff could no longer refer students directly to the Program. Instead, any requests for referral had to be directed to Plaintiff's supervisor, Director Petrosino, who had no responsibility for the Program and had not been named as a person providing services to the Program. For the period from September through December 2011, Director Petrosino made virtually no referrals to the Program.

Accordingly, between the previous year and the current year, and just comparing the period from September through December, the number of students able or willing to visit the Program dropped from 317 to 166! [It is to be noted that the amount of the grant awarded by NJDCF to Defendants' district was based in part upon anticipated number of students utilizing the services of the Program].

30. For example, because the Program required unrestricted access for students, the Program included professionals hired (via contracts) full-time so they could be available to students at all hours of the school day. Yet, Defendants refused to allow students seeking access to the Program to visit the Program at any time but their lunch periods or during a physical education period. Thus, for all students, access to the Program became limited. For part-time students (the majority at

SCVTS), since they did not have physical education classes or a lunch period, access to the Program became impossible.

31. For example, Defendants reduced SCVTS facility spaces -- counseling offices and a "Drop-In" Center -- committed to and reserved for the Program contract as part of the district's required in-kind contribution. When that occurred, Defendant Ziegler also caused a pool table paid for by grant money to be thrown away. Interestingly, the counselor offices taken from the School-Based Youth Services Program were subsequently assigned to two teacher's aides, who worked in classrooms during the school day and so were unable to make use of their new offices, which remained vacant. The reduction in available space itself limited access of students to the Program.

32. For example, Defendants removed a photo-copier committed to and reserved for the Program contract to the use of the Program and, instead, provided a different copier for the Program. However, this copier required a code to operate and, despite repeated requests by Plaintiff for such, Defendants refused to give her sub-contracted staff the code.

33. For example, a professional counselor not employed by the district but supplied to the Program by an outside contracted agency resigned. Although he had no role/authority in that agency's hiring and assignment of a replacement counselor, Director Petrosino refused to allow the replacement selected by the agency into the Program (for the reason that Petrosino wanted a friend, who lacked the license and qualifications for the position, to be hired by that agency).

34. For example, on a repetitive basis, Defendants Ziegler and/or Hartraft ordered personnel whose salaries or compensation were funded entirely from grant monies for the Program to abandon their functions and responsibilities for the Program and to devote their time to unrelated school functions (*e.g.*, supervising a girls' locker room, answering phones in the school main office, etc.).

35. For example, on a repetitive basis, Defendant Ziegler and/or Hartraft denied Plaintiff access to information essential to identify and invite appropriate students into the Program, as by not allowing her or her staff to attend various school staff meetings and not allowing her or her staff to be involved with students who, because of drug abuse or other circumstances, needed to be in the Program.

36. For example, despite her responsibility for and over the Program, Defendants refused to permit Plaintiff to evaluate her staff for the Program, despite the facts that she had done so the previous year and that predecessor supervisors of the Program had done so in earlier years.

37. For example, the NJDCF grant program required a component for violence prevention. Under the above-mentioned contract, Defendants were required to include within the Program continuation of an anti-violence program called AVERT (Anti-Violence Emergency Response Program). In earlier years, the School-Based Youth Services Program had developed AVERT to provide immediate conflict resolution for those involved in bullying situations. Defendants, however, eliminated in entirety the AVERT program, which had served approximately 100 students the previous year. Consequently, students involved in bullying instances could not be referred or self-refer to the Program; and the Program was unable to work with perpetrators or victims of bullying. Curiously, the conflict resolution services which had been provided by the Program through AVERT were not otherwise available in the district.

38. Throughout the 2011-2012 school year, Plaintiff complained to Defendants Ziegler and Hartraft and to Director Petrosino that their conduct was contrary to law and the requirements of NJDCF and the School-Based Youth Services Program. Defendants, however, continued their courses of conduct.

39. Throughout the 2011-2012 school year, Plaintiff complained to appropriate staff at NJDCF that the conduct of Defendants Ziegler and Harcraft was contrary to law and the requirements of NJDCF and the School-Based Youth Services Program.

40. NJDCF agreed with Plaintiff and directed Defendants to comply with the requirements of law, NJDCF and the School-Based Youth Services Program.

41. Early in the 2011-2012 school year, on or about October 26, 2011, Director Petrosino evaluated the performance of Plaintiff as Director of the School-Based Youth Services Program. The evaluation accorded was "Satisfactory/Above Average" (her numerical score as determined by Petrosino put Plaintiff squarely within the district-defined "Above Average" range).

42. Later in the 2011-2012 school year, on or about March 2, 2012, although he had not in the interim mentioned to Plaintiff any deficiencies in her performance, Director Petrosino (again) evaluated the performance of Plaintiff as Director of the School-Based Youth Services Program as "Needs Improvement". Despite the rating, the evaluation was only two points from falling within the "Satisfactory" range.

43. Thus, within a single school year, Plaintiff's performance as Director of School-Based Youth Services Program fell three ranges, from "Outstanding" to "Needs Improvement".

44. Despite the fact that, even as opined by Director Petrosino in his March 2<sup>nd</sup> evaluation, Plaintiff was only two points below a "Satisfactory" rating, Plaintiff was informed only one month later, on April 19, 2012, that she was immediately being terminated and that a recommendation to Defendant Board of Ed would be made that her contract not be renewed. Curiously, this termination occurred one day prior to an on-site monitoring of the School-Based Youth Services Program scheduled by NJDCF a month earlier. On the same day, after Plaintiff had been terminated,

Defendant Hartraft called NJDCF to cancel the monitoring visit.

45. On or about April 23, 2012, Plaintiff was further informed that her contract as Director of School-Based Youth Services Program was in fact not being renewed.

46. In conversation, Dr. Petrosino informed Plaintiff that much of the March 2<sup>nd</sup> evaluation reflected the input of Defendants Hartraft and Ziegler and that it was their opinion, which he did not necessarily share. He further informed Plaintiff that he could not offer support for Defendants' opinion other than the fact that they believed Plaintiff was "tattle-telling" on the district to NJDCF. When Plaintiff asked how she might improve her performance, Dr. Petrosino could only suggest that Plaintiff not be so vocal and communicative with NJDCF about her concerns with the operation of the School-Based Youth Services Program and not to challenge Defendant Ziegler on her decisions regarding operation of the Program. Interestingly, such suggestions were diametrically opposite a recommendation made in her March 2<sup>nd</sup> evaluation to be "up front and open about differences of opinion that you may have with school administrators".

47. Subsequent to her termination, Director Petrosino offered to provide a job reference for Plaintiff. Plaintiff accepted that offer. Petrosino's reference substantiated her excellent performance in the position of Director of School-Based Youth Services

48. Subsequent to her termination, Plaintiff also received an excellent job reference from SCVTS Assistant Principal Michael Herrera, Ed.D. Among other things, Herrera stated that "I have worked very closely with the staff of the [School-Based Youth Services Program], whom Ms. Brink directly supervised. I have personally witnessed the excellent leadership and problem solving skills that Ms. Brink exhibited with her staff. She was always professional and positive in her interactions with them as well as her fellow colleagues. Ms. Brink repeatedly demonstrated her excellent

leadership skills, knowledge of policies and local resources, and passion for helping youth through her dedication and hard work with the students and faculty of [SCVTS].”

49. Plaintiff was fired from her position, and was failed to be renewed for that position, because she disclosed to NJDCF conduct of Defendants Board of Ed, Harcraft, and Ziegler she reasonably believed to be in violation of law, rule and regulation and/or to be fraudulent and/or criminal.

50. Alternatively, Plaintiff was fired from her position, and was failed to be renewed for that position, because she disclosed to her supervisors and employer conduct of Defendants Board of Ed, Harcraft, and Ziegler she reasonably believed to be in violation of law, rule and regulation and/or to be fraudulent and/or criminal.

51. Alternatively, Plaintiff was fired from her position, and was failed to be renewed for that position, because she disclosed to her supervisors and employer and to NJDCF conduct of Defendants Board of Ed, Harcraft, and Ziegler she reasonably believed to be in violation of law, rule and regulation and/or to be fraudulent and/or criminal.

52. Such conduct on the part of Defendants was and is in violation of the New Jersey Conscientious Employee Act, N.J.S.A. 34:19-1 et seq.

53. Defendants' conduct was egregious, malicious and in total disregard of Plaintiff's rights and rises to such a level as to warrant award of punitive damages against Defendant Board of Ed and/or Defendant Harcraft and/or Defendant Ziegler.

54. As the direct result of Defendants' actions, Plaintiff has been caused to sustain serious and permanent economic loss, serious and lasting emotional distress, and the incurrence of attorney fees.

WHEREFORE, Plaintiff demands judgment against each of the Defendants - - Board of Ed,  
Hartraft and Ziegler - - for the following relief:

- a. Back pay and front pay;
- b. Compensatory damages;
- c. Punitive damages;
- d. Such other relief as the Court may determine appropriate.

**DEMAND FOR JURY**

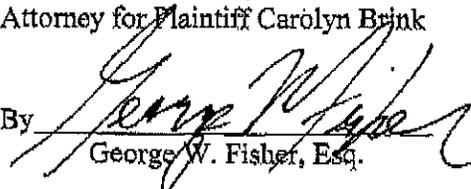
Plaintiff hereby demands a trial by a jury of her peers as permitted under law and court rules.

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates George W. Fisher, Esq., of the firm of Zuckerman & Fisher, LLC,  
as trial counsel on her behalf.

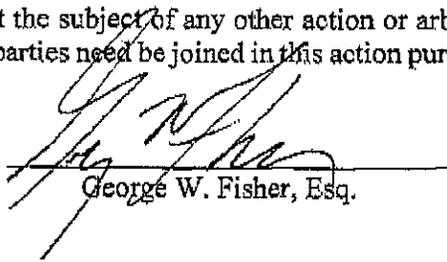
Zuckerman & Fisher, LLC  
Attorney for Plaintiff Carolyn Brink

By

  
George W. Fisher, Esq.

**CERTIFICATION**

I certify that the matter in controversy is not the subject of any other action or arbitration proceeding, now or contemplated, and that no other parties need be joined in this action pursuant to R. 4:5-1.

  
George W. Fisher, Esq.

Dated: April 16, 2013

**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** ("Agreement") dated this \_\_\_ day of \_\_\_\_\_ 2015, is made by and between Carolyn Brink ("Brink" or "Plaintiff") and the Somerset County Vocational Technical School, Chrys Harttraft and Diane Ziegler ("Collectively Defendants"). Plaintiff and the Defendants are sometimes hereinafter collectively referred to as the "Parties" and each may be referred to severally as a "Party".

**WHEREAS**, Plaintiff brought a civil lawsuit against the Defendants, said lawsuit being entitled *Carolyn Brink v. Somerset County Vocational Technical School, Chrys Harttraft and Diane Ziegler* venued in the Superior Court of New Jersey, Law Division, Somerset County, bearing Docket No. SOM-L-527-13 (hereinafter "the Action"), and alleging violations of Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.*

**WHEREAS**, the Defendants deny the allegations made in the Action, and continue to deny any and all liability for all claims in the Complaint and deny that the Defendants violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against Plaintiff or deprived her in any manner of any of her rights on account any unlawful factor;

**WHEREAS**, the Parties intend to resolve, by way of compromise and accord, without adjudication of any issues of fact or law and without any admission of liability, all claims which were either raised or which could have been raised in the Action, which claims are more fully described below;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

**1. RECITALS**

The above recitals are hereby referred to and incorporated by reference.

2. **SCOPE OF AGREEMENT**

This Agreement sets forth the terms and conditions under which the Parties mutually agree to resolve the following claims: (a) all claims set forth in the Action (including but not limited to all claims, counterclaims, cross-claims and third-party claims, including any claim against any current or former employee, agent, member or representative of the Defendants, including the claims for any emotional injury or economic loss resulting from any conduct which has occurred up until and through the date of this Agreement; (b) any and all claims by any Party not pleaded in the Action, or which could have been raised in the Action, whether by way of amendment to the Action, by post-judgment motion in the Action, or by subsequent action, including all claims revealed or which may have been revealed through discovery, in depositions, answers to interrogatories, medical reports and throughout settlement negotiations, any related torts and claims of discrimination and retaliation (c) and expressly including any claim for litigation costs and attorneys' fees as may be cognizable or allowable by Court Rule or Statute.

It is the Parties' mutual intention to settle (through this Agreement) all claims as specified in subparts (a) through (c) immediately above. As a result, all claims specified in subparts (a) through (c) immediately above and in the Release as more fully set forth in Paragraph 6 below, are hereinafter referred to and defined as "the Settled Claims." The Parties specifically agree that there are no claims which have been raised or could have been raised by them to date against each other with the exception of the aforementioned Settled Claims.

3. **UNDERSTANDING OF THE PARTIES**

In full compromise of the Settled Claims and in consideration of the Release of the Settled Claims, the Defendants will make payment to Plaintiff as set forth in paragraph 4 below and Plaintiff agrees she will not seek anything further, including any other payment from the Defendant or their insurance carrier. Plaintiff also expressly agrees that by reason of entering into this Agreement, she is not a prevailing party in the Action,

Moreover, as a condition of full and final payment in connection with the settlement of this matter, Plaintiff agrees to complete, execute and return to DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis Lehrer & Flaum, LLC, the Stipulation of Dismissal with Prejudice in the form attached to the Agreement as **Exhibit A**, the form attached to the Agreement as **Exhibit B** relating to the Medicaid and SCHIP Extension Act of 2007, the results of a child support judgment lien search conducted at Plaintiff's expense, and a W-9 form or any other applicable tax form required by the Defendants and/or their insurance carrier for the issuance of the settlement check, all of which is hereby expressly incorporated herein.

4. **PAYMENT**

The Defendants shall pay to Zuckerman & Fisher, in trust for Carolyn Brink, the total lump sum of seventy five thousand dollars (\$75,000) in full and final satisfaction and accord for making the execution of this Agreement and providing any other documents necessary to resolve and compromise the Settled Claims, with finality and with prejudice. Payment will be made within 30 days of full execution of Agreement. It shall be the responsibility of Plaintiff's attorney to distribute the settlement proceeds to Plaintiff from its Trust Account.

This payment is given in full and final satisfaction for all alleged damages arising from Plaintiff's employment and termination from employment up to and including, but not limited to, all claims against the Defendants for compensatory damages, including mental and emotional distress damages, physical manifestations of emotional distress, pain and suffering damages, bodily injury, physical illness, medical expenses, attorney's fees, interest, cost of suit, and/or punitive damages allegedly incurred by Plaintiff, and for payment of any medical/Medicare/Medicaid liens, if applicable, up to and including the date of this Agreement.

Furthermore, PLAINTIFF hereby expressly agrees that PLAINTIFF is solely responsible for all attorneys fees and costs payable to PLAINTIFF'S attorney, and solely responsible for satisfying any medical or Medicare liens, and PLAINTIFF hereby agrees that none of the parties in the matter at bar is construed to be a "prevailing party" under federal law or under state law, such that each party herein including Plaintiff, hereby waives and releases its claim against every other Party for attorneys fees and costs pursuant to any state or federal law or pursuant to the Federal Rules of Court, and each party agrees to be responsible for the payment of its own attorneys fees and expenses.

**5. NO REPRESENTATIONS/INDEMNIFICATION**

The Defendants make no representations as to the tax consequences of the lump-sum payment referred to herein and shall assume no responsibility for any tax liability attributed to this settlement. Plaintiff agrees to pay any and all taxes found to be owed from the payments made pursuant to this Agreement, if any, and agrees to indemnify and hold the Defendants harmless from any claims, assessments, demands, penalties and interest owed, or found to be owed, as a result of any payment made pursuant to this Agreement if she fails to properly pay

any taxes to which her settlement may be subject.

Except as otherwise provided in this Agreement, 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 Plaintiff, including but not limited to any Medicare or Medicaid claims and/or liens, Workers' 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 claims based on subrogation or any other legal or equitable theory. Plaintiff therefore agrees, upon prompt presentation of any such claims and/or liens, to defend the Defendants against any such claims and/or liens, and to indemnify and hold the Defendants harmless against any judgment entered against Plaintiff based on such claims and/or liens, including the payment of any fines, charges and attorney's fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Plaintiff agrees to pay all costs, interest and attorney's fees relative to any such lien.

**6. RELEASE AND EXTINCTION OF CLAIMS**

(a) Plaintiff agrees to and hereby releases and gives up any and all claims and rights which Plaintiff may have against the Defendants, the Board members and employees, representatives, attorneys, successors, assigns and heirs. This releases all claims, either present or future claims, including those of which Plaintiff is not aware and those not expressly mentioned in this Release. This Release applies to claims resulting from anything which has happened up until and through the date of execution of this Agreement by Plaintiff. Plaintiff

specifically releases the following claims: any and all claims, direct and indirect, and rights for any injury and/or damage which Plaintiff may have against the Defendants, specifically including but not limited to, all claims asserted in the Action, all claims that could have been asserted in the Action, whether under federal, state or under common law, any claim for emotional injuries, including those accompanied by physical manifestations, all claims for economic loss, including any back pay, front pay, sick days, vacation days, salary, bonuses, overtime pay, health benefits, medical benefits, other fringe benefits, and pension benefits that Plaintiff would have been entitled to recover pursuant to state or federal law, any state or federal statute, any anti-discrimination laws or any other employment-related tort law, or pursuant to any prior agreement of the parties, by contract, collective bargaining agreement or employment agreement, all claims for punitive damages and also releases any claims which she may have for attorneys' fees, expenses of litigation and/or costs of suit, whether based upon statute, regulation, court rule or common law, and any claim involving tax liability stemming from this settlement.

Plaintiff further acknowledges that the settlement and release terms to which the Parties have agreed include, but are not limited to, any and all claims or rights arising as of the date of execution of this Agreement pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., the Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., the New Jersey Civil Rights Act, N.J.S.A. 10:6-2, et seq., the New Jersey Wage and Hour Law, the Employer-Employee Relations Act, N.J.S.A. 34:13A-1 to -39, Workers' Compensation Act, N.J.S.A. 39:15-1, et seq., the New Jersey Family Leave Act, Title VII of the Federal Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 (e), et seq., the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 et. seq., the Older Worker Benefit Protection Act ("OWBPA"), the Civil Rights Acts of 1964 and 1991, Title VII, as amended 42 U.S.C. §2000(3), et seq., 42

U.S.C. §1981, 1983, 1985, and 1986, Americans with Disabilities Act, 42 U.S.C. §12101, et seq.; Employee Retirement Income Security Act, the Federal Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Workers' Adjustment and Retraining Notification Act, and any other state or federal civil rights laws, anti-discrimination laws, or other employment related tort law, under the New Jersey Court Rules, pursuant to any collective negotiations agreement, any common law claim and any other claims for harassment, discrimination, or retaliation of any kind, breach of promise, misrepresentation, negligence, fraud, estoppel, violation of public policy, wrongful or constructive discharge or any other tort, contractual or quasi-contractual claim,; any claims arising out of any relationship, including employment relationship between or among Plaintiff and the Defendants predating the effective date of this Agreement; all claims for employment, reemployment, or reinstatement of employment with the Defendants; and any and all claims or demands under the Defendants policies and procedures.

Plaintiff further agrees not to file any other charges with any local, state or federal agency against the Defendants and/or any of its current or former employees, agents or administrators arising from her former employment relationship and/or prior dealings with the Defendants.

(b) Defendants agree to and hereby release and give up any and all claims and rights which each and all Defendants may have against Plaintiff, including those known and unknown, for all time up to and through the date of execution of this Agreement.

**7. NO ADMISSION OF LIABILITY**

This Agreement is a result of a compromise and accord to buy the Parties' peace. It is the intention of the parties to this Agreement to enter into settlement solely for the purpose of amicably resolving any and all matters in controversy or dispute and to avoid the further

expenditure of attorneys fees and other costs that would result from continued and protracted trial in this complex employment-related matter. It is expressly understood and agreed that nothing contained in this Agreement is intended to be, nor shall be construed as, nor shall be represented by any party, their attorneys or their agents to be, an admission or determination of liability by the Defendants, nor has any person, Board member, agent, employee or representative admitted to any wrongdoing, or to any violations of any federal or state laws or statutes, as the Defendants continue to deny any liability and to disclaim any responsibility for such claims. It is further agreed that this Agreement shall not be used by any party as evidence, or in any other matter or for any other purpose in any court proceeding or any other proceeding, except for an action, if any, arising from the breach of this Agreement, or in an action concerning any Party's tax status.

**8. NO RIGHTS CONFERRED UPON NON-PARTIES**

The Parties understand, agree to and acknowledges that they are bound by the Release herein. Anyone who succeeds their rights and responsibilities are also bound. The Releases are made for the benefit of Defendants and Plaintiff, respectively, and all who succeed to such rights.. In consideration for the Release by Plaintiff in favor of Defendants, Plaintiff has received promises from the Defendants, as set forth more fully in paragraph 4.

Accordingly, this Agreement is intended to confer rights and benefits only upon the Parties and is not intended to confer any right or benefit upon any other person or entity. No person or entity other than the Parties shall have any legally enforceable rights under this Agreement. All rights of action for any breach of this Agreement are hereby reserved to the Parties.

9. **NON DISPARAGEMENT**

The Parties agree that neither will disparage the other. The Plaintiff agrees to recuse herself from any grant review committee for which Defendants have applied. The Plaintiff further agrees to refrain from commenting upon any grant application made by Defendants.

If contacted by prospective employers of Plaintiff for information or reference, Defendants shall supply only the dates of Plaintiff's employment and the positions held.

10. **PRESS EMBARGO**

All Parties herein involved hereby acknowledge that the resolution of this lawsuit and the monetary payment made herein may be a matter of public record pursuant to the decisional law of this State, and may not be protected by OPRA in the event that a third Party, including the media, makes a proper OPRA request for such information and/or a copy of this **RELEASE**. Irrespective of whether an OPRA request is made, Plaintiff agrees that she is expressly forbidden from discussing the nature, substance and terms of this Agreement with any third person, with the exception of her immediate family members, accountants, union representatives, tax advisers and attorneys ("permitted disclosures"), and with the exception of any other individual or entity as necessary to effectuate the terms of this Agreement or to which she is legally obligated to respond ("legally-required disclosures"). This means that in the event that Plaintiff or any party to this lawsuit or their authorized representative, including the Parties' respective attorneys are asked questions by the press and/or media about the settlement of her lawsuit or the settlement agreement itself, Plaintiff or any Party or their authorized representative is authorized to reply only that the "case has been amicably resolved" or words to the effect that "by entering into settlement of this matter Plaintiff and the Defendants and their agents, Board members, employees, and assignees have not admitted to any liability or to any wrongdoing or to any

violations of state or federal law or to any rule or regulation, and that the basis for the settlement between the Parties is purely economic so as to avoid protracted litigation and further expenditure of costs and attorneys fees.”

The Parties understand that the provisions and obligations of this Confidentiality provision shall be continuing, and shall remain in effect in perpetuity. The Parties hereby agree that they may be irreparably harmed by any breach of this Confidentiality provision and obligations as set forth herein. It is therefore agreed that in the event of a breach of any of the Confidentiality provisions and obligations as set forth in this provision, or in any previously-agreed to Consent Protective Orders and Confidentiality Agreement, by any of the Parties to this lawsuit the non-breaching Party may bring an action for injunctive or other equitable relief, for money damages, and for such other relief as may be appropriate to remedy such breach, including but not limited to rescission of all amounts paid under this Agreement.

#### **11. MATERIALITY**

The Parties agree that each paragraph of this Agreement is material. In the event that any portion of this Agreement is determined to be illegal, the Parties agree, in advance, to reform this Agreement in good faith to provide each Party with the full benefit of the settlement memorialized by this Agreement to the extent permitted by law.

It is further understood that any breach of the material provisions of this Agreement shall constitute a material breach of the entire Agreement, thus affording the Defendants or Plaintiff, as applicable, any and all remedies available at law and/or equity, including, without limitation, injunctive relief and/or monetary damages. Failure to satisfy and to indemnify and hold Defendants harmless in connection with any lien of Medicare or Medicaid benefits paid to or

owed by Plaintiff shall also constitute a breach of this Agreement subjecting Plaintiff to liability for costs, interest, and attorneys fees. In the event of a claimed breach of this Agreement, either party may seek relief, including damages, restitution and injunctive relief, at law or in equity, subject to the exclusive jurisdiction of the Courts of the State of New Jersey, venued in Somerset County.

**12. FULL UNDERSTANDING**

This Agreement sets forth the complete understanding and entire Agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties. This Agreement may not be modified, altered, changed, discharged, terminated or waived except upon express written consent of the Parties wherein specific reference is made to this Agreement. It is agreed that there are no other understandings or agreements (either written or oral) which would have any impact upon the present Action. By executing this Agreement, Plaintiff represents and acknowledges that she does not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by the Defendant or its counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise.

**13. SERVICES OF COUNSEL**

The Parties certify that they have had the opportunity to discuss this Agreement with counsel. They are fully satisfied with the services of their counsel with respect to both this Agreement and all other aspects of the Action and they enter into this Agreement knowingly, willingly and without any coercion or improper inducements.

**14. LAW GOVERNING**

This Agreement shall be governed by the laws of the State of New Jersey and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Courts of the State of New Jersey.

**15. EXECUTION IN COUNTERPARTS**

The Parties agree that this Agreement may be signed in counterparts and that facsimiles of signatures will have the same force and effect as original signatures.

**I hereby agree to the terms and substance of this Agreement:**

**PLAINTIFF:** CAROLYN BRINK

Carolyn Brink  
CAROLYN BRINK

DATED: 3/17/15

**WITNESSED BY:**

Zuckerman & Fisher  
Attorneys for Plaintiff, Carolyn Brink

George W. Fisher  
GEORGE W. FISHER, ESQ.

DATED: \_\_\_\_\_

**DEFENDANTS:** Somerset County Vocational Technical School,  
Chrys Harttraft and Diane Ziegler

William Hyncik, Jr.  
WILLIAM HYNCHIK, JR., President for  
Somerset County Vocational Technical School

DATED: 4/24/15

Chrys Harttraft  
CHRYS HARTTRAFT

DATED: 4-7-2015

Diane Ziegler  
DIANE ZIEGLER

DATED: 4-7-2015