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*Counsel for Plaintiffs, Jeannette Bellinger; Jared de Uriarte;
Khalif Martins; Gabrielle Rumney; and Isabelle Russell*

**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA**

JEANNETTE BELLINGER	:	
729 E. Willard St.	:	
Philadelphia, PA 19134;	:	
	:	
	and :	NO: _____
JARED de URIARTE	:	
1634 S. 9 th St., 3 rd Floor	:	
Philadelphia, PA 19148;	:	
	:	
	and :	
KHALIF MARTINS	:	
242 S. Alden St.	:	
Philadelphia, PA 19139;	:	
	:	
	and :	
GABRIELLE RUMNEY	:	MAJOR NON-JURY
3717 Baring St.	:	
Philadelphia, PA 19104;	:	
	:	
	and :	
ISABELLE RUSSELL	:	
4314 Spruce St., Apt. #4	:	
Philadelphia, PA 19139,	:	
	:	
	Plaintiffs, :	
	:	
	:	
v.	:	
	:	
OLD PINE COMMUNITY CENTER	:	
401 Lombard St.	:	
Philadelphia, PA 19147,	:	
	:	
	:	
	Defendant. :	
	:	

COMPLAINT

RETALIATION; SICK LEAVE VIOLATIONS
(CITY ORDINANCE & FEDERAL LAW)

Plaintiffs/Employees Jeanette Bellinger; Jared de Uriarte; Khalif Martins; Gabrielle Rumney; and Isabelle Russell, submit the following Charge for violations of the Employee Protections In Connection With COVID-19 Emergency Health Order, Phila. Ord. § 9-5000 *et seq.* (the “COVID Ordinance”); and the Paid Sick Leave Law, Phila. Ord. § 9-4100 *et seq.* (the “Sick Leave Ordinance.”); and Families First Coronavirus Response Act, P.L. 116-127 (“FFCRA”). In support of their Complaint, Plaintiffs aver as follows:

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiffs, Jeanette Bellinger; Jared de Uriarte; Khalif Martins; Gabrielle Rumney; and Isabelle Russell, are adult individuals domiciled at the above-captioned addresses.

2. All Plaintiffs are “employees” as defined by the COVID Ordinance; the Sick Leave Ordinance; and the FFCRA. The termination date of all Plaintiffs is August 3, 2020.

3. Defendant, Old Pine Community Center, is a corporate entity with a principal place of business at the above-captioned address.

4. Defendant is an “Employer” as defined by the COVID Ordinance; and Defendant is a qualified employer as defined by the Sick Leave Ordinance and the FFCRA.

5. On August 28, 2020, Plaintiffs timely filed a Charge with the Mayor’s Office of Labor, Office of Benefits and Wage Compliance (the “Department”) respecting the COVID Ordinance and Sick Leave Ordinance.

6. The Department had jurisdiction over this matter pursuant to the COVID Ordinance and the Sick Leave Ordinance, adopted June 26, 2020.

7. On January 14, 2021, the Department issued a Determination of Reasonable Cause consistent with COVID Ordinance §9-5006(1). *Exhibit A*.

8. The COVID Ordinance, §9 -5007(2), creates a private right of action that may be brought under the following circumstances:

(2) *Private Right of Action.*

(a) An employee, upon submitting to the Department for review and receiving the Department's certification of a determination of reasonable cause to go forward, may bring an action in a Court of competent jurisdiction against the business for violations of this Chapter and, upon proving a violation, may be awarded reinstatement, backpay and other compensatory damages. An employee may seek civil penalties on behalf of the City for each day in which a violation occurs.

(b) If the employee is the prevailing party in any such legal action, the Court shall award reasonable attorney's fees and costs to the employee as part of the costs recoverable.

(c) This Section shall not be construed to limit an employee's right to bring any other applicable employment claim, including for wrongful termination, unlawful discrimination or otherwise.

9. Plaintiffs have timely commenced this action following the Department's Determination of Reasonable Cause.

10. All Plaintiffs/Employees and Defendant/Employer are citizens of Philadelphia. The place of employment was located in the City of Philadelphia.

II. FACTUAL ALLEGATIONS

A. Employment Relationships

11. Defendant is a community center. It offers several programs to residents in the City of Philadelphia.

12. Plaintiff, Jeanette Bellinger, was an employee of Defendant and was wrongfully terminated on August 3, 2020. Her job title was Lead Youth Counselor. Her job responsibilities included several different aspects of the functions of Defendant. Essential functions of her job are being performed by others.

13. Plaintiff, Jared de Uriarte, was an employee of Defendant and was wrongfully terminated on August 3, 2020. His job title was Administrative Coordinator. His job responsibilities included several different aspects of the functions of Defendant. Essential functions of his job are being performed by others.

14. Plaintiff, Khalif Martins, was an employee of Defendant and was wrongfully terminated on August 3, 2020. His job title was Maintenance. His job responsibilities included several different aspects of the functions of Defendant. Essential functions of his job are being performed by others.

15. Plaintiff, Gabrielle Rumney, was an employee of Defendant and was wrongfully terminated on August 3, 2020. Her job title was Youth Counselor/Care Package Coordinator. Her job responsibilities included several different aspects of the functions of Defendant. Essential functions of her job are being performed by others.

16. Plaintiff, Isabelle Russell, was an employee of Defendant and was wrongfully terminated on August 3, 2020. Her job title was Program Coordinator. Her job responsibilities included several different aspects of the functions of Defendant. Essential functions of her job are being performed by others.

B. The COVID and Sick Leave Violations

17. When the COVID crisis began, Defendant continued to operate in ways that failed to comply with the guidelines provided by the City. By way of example, but in no way limiting the foregoing, Defendant failed, or delayed in implementing protocols to: provide masks, install shields or barriers, maintain social distancing, or properly clean and disinfect.

18. An employee of Defendant, with supervisory authority over all Plaintiffs, tested positive for COVID. This supervisor failed to maintain social distancing and failed to wear a mask, in violation of the City's protocols.

19. On July 22, 2020, Defendant notified Plaintiffs and instructed them to get tested. Defendant also stated the Community Center would be closed until Monday, July 27.

20. Defendant failed to provide Plaintiffs an opportunity to quarantine of 14 days, in accordance with the recommendations from the City and other authorities.

21. On July 24, 2020, Plaintiffs sent a letter to Defendant respecting the failures to communicate or otherwise comply with the COVID protocols. A true and correct copy of this letter is attached hereto as *Exhibit A*. By way of example, but in no way limiting the content of the letter which speaks for itself, *Exhibit A* voiced the following concerns:

- a. July 27, 2020 was too soon to reopen the Center, test results would not be known by that date, and quarantining for 14 days was appropriate;
- b. Testing was not provided in a way that all could access without cost to Plaintiffs;
- c. Staff members with functions that could be performed from home would be allowed to do so and would be compensated for their time;
- d. The Center needed professional cleaning and sanitizing;
- e. Staff should receive hazard pay;
- f. Lack of guidance from management;
- g. Resources (like masks, cleaning supplies, shields) were not accessible; and
- h. Fear of retaliation and retribution.

22. *Exhibit A* also pointed out that Defendant failed to provide accrual of paid sick leave days, a violation of the Sick Leave Ordinance.

23. Defendant instructed employees, including all Plaintiffs, to work from home for the next several days, but did not state that it would pay Plaintiffs for their time. Defendant failed and refused to respond to inquires from some Plaintiffs about whether the time spent working from home would be compensated.

24. Defendant failed to provide any Plaintiff notice of their right to accrue one hour of sick time for every forty (40) hours worked.

25. On July 27, 2020, Defendant told Plaintiffs the Center would remain closed for that week. Meetings were set up between management and each Plaintiff individually.

26. On August 3, 2020, Plaintiffs were terminated.

27. The termination of each Plaintiff was in retaliation for raising concerns about Defendant's failures to comply with COVID protocols; and other concerns raised in and contemporaneous to *Exhibit A*.

B. Defendant Proposed an Outrageous and Unconscionable Severance Agreement.

28. All Plaintiffs were offered severance of approximately one week's pay. An example of a proposed severance agreement is attached hereto as *Exhibit B*.

29. The amounts offered in the severance agreements failed to account for paid sick leave or for benefits due under the FFCRA.

30. Each severance agreement contained a confidentiality provision in "consideration" for less than was due under the Sick Leave Ordinance and FFCRA. That is, Defendant tried to gag Plaintiffs from discussing any of its egregious failures to comply with the COVID regulations, mistreatment and intimidation of staff, failure to account for accrued sick leave, failure to pay FFCRA sick leave, and other violations and misconduct.

31. All Plaintiffs rejected the severance agreement.

32. The terms of the proposed severance agreement were outrageous and further illustrate the lack of good faith in Defendant's violations of the law.

C. Old Pine's Income Did Not Decrease Due to COVID.

33. Defendant asserted that Plaintiffs were terminated due to budget constraints. This allegation is false. Defendant did not receive less revenue during the pandemic.

34. On the contrary, Defendant received more donations due to COVID and the need to feed people in the community. Large donations were made to Defendant specifically to deal with the pandemic and the economic hardship it caused.

D. Each Individual Plaintiff Had Full-Time Work to Perform During the Pandemic.

35. Defendant asserted that the job functions of each Plaintiff was no longer necessary because operations were limited by COVID. However, this allegation is false. Following the layoffs, Defendant's staff faced a lot of pressure to take up the slack of work that had been done by Plaintiffs.

36. The one program that was terminated was the summer camp/after school program, led by Plaintiff Jeannette Bellinger. However Plaintiff Jeannette Bellinger continued to work full-time on the feeding program, which was never terminated. Plaintiff Jeannette Bellinger's termination placed pressure on the staff and her termination was not due to a COVID slowdown.

37. Plaintiff Jared de Uriarte was responsible for the front desk, accepting food donations, and social media. After he was terminated, Jake, Operations Supervisor, took over at the front desk and handled food donations, in addition to all of his other work. The social media was run by Bria (also in addition to her other work), after Jared was terminated.

38. Plaintiff Khalif Martins performed maintenance and handled breakfast for the homeless. These responsibilities were never ended at Old Pine.

39. Plaintiff Gabrielle Rumney was responsible for preparing care packages for the food program. This program became more important due to COVID and the number of people who had lost their jobs in the pandemic. The program was never terminated.

40. Plaintiff Isabelle Russell performed administrative work. Her responsibilities did not end because of COVID. In fact, she was hired after COVID and her job responsibilities became more important as the response to the pandemic evolved.

41. There was sufficient work for all Plaintiffs; the stated reason for their termination was pretextual. The motivating factor for all Plaintiffs' terminations was to retaliate for their raising of COVID safety concerns.

E. Defendant Replaced Plaintiffs.

42. In or About September 2020, Defendant began the process of hiring people for the jobs formerly performed by Plaintiffs.

43. Defendant specifically stated that it would not rehire any Plaintiff for any of the positions.

44. Defendant attempted to cover its retaliatory termination by altering the job descriptions of each Plaintiff's roles at Defendant. However, this change in job description was a pretext. The motivation for not rehiring any Plaintiff was retaliation for their COVID Complaints.

F. As a Result, Plaintiffs All Suffered Harm; and Other Damages Should Be Awarded.

45. As a direct and proximate result of Defendant's conduct, Plaintiffs suffered severe injuries, which include but are not limited to:

- a. Lost wages;
- b. Lost back pay;
- c. Lost future wages;
- d. Lost benefits;
- e. Lost accrued sick leave;
- f. Lost pay for quarantining pursuant to the FFCRA;
- g. Embarrassment and humiliation;
- h. severe emotional distress; and
- i. other damages as described in further detail in this pleading and as will become evident through the course of discovery.

46. Defendant should be assessed civil penalties for each day in which a violation has occurred, in accordance with the COVID Ordinance and the Sick Leave Ordinance.

47. Defendant should be required to pay liquidated damages pursuant to the Sick Leave Ordinance.

48. Plaintiffs are entitled to costs and reasonable attorney's fees for enforcement of their rights under the applicable laws and ordinances.

49. Plaintiffs are entitled to equitable relief.

50. Plaintiffs are entitled to other relief as the Commission finds just and proper.

III. CAUSES OF ACTION

Count I COVID Ordinance

51. Repeats and realleges paragraphs 1-50 as if set forth at length herein.

52. Plaintiffs exercised their rights in accordance with the COVID Ordinance.

53. In response, Defendant terminated Plaintiffs.

54. There is a rebuttable presumption that Plaintiffs were terminated in retaliation for exercising their rights under the COVID Ordinance.

55. Defendant does not have evidence to rebut this presumption.

56. Even if Plaintiffs were mistaken about Defendant's noncompliance with the COVID protocols, Plaintiffs all raised their concerns reasonably and in good faith.

57. As a direct and proximate result of Defendant's misconduct, Plaintiffs each suffered injury as set forth above and incorporated herein by reference.

WHEREFORE, Plaintiffs seek Judgment in their favor and against Defendant, and that Defendant be ordered to pay lost wages; lost benefits; lost sick leave; other compensatory damages; civil penalties; liquidated damages; equitable relief; reasonable attorney's fees and costs; and such other relief as this Court deems just and proper.

Count II Sick Leave Ordinance

58. Repeats and realleges paragraphs 1-57 as if set forth at length herein.

59. Defendant failed to comply with the Sick Leave Ordinance in the following respects:

- a. Failure to pay sick time for leave taken;
- b. Failure to track accrual of sick time;
- c. Failure to carry over sick leave accrual from one year to the next;
- d. Retaliation for exercising rights; and
- e. Not providing notice of rights.

60. Even if Plaintiffs are not entitled to paid sick leave in accordance with the Sick Leave Ordinance, Plaintiffs mistakenly but in good faith alleged violations of this ordinance.

61. As a direct and proximate result of Defendant's violations, Plaintiffs each suffered injury, as set forth above and incorporated herein by reference.

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendant, and that Defendant be ordered to pay lost wages; lost benefits; lost sick leave; other compensatory damages;

civil penalties; liquidated damages; equitable relief; reasonable attorney's fees and costs; and such other relief as this Court deems just and proper.

Count III FFCRA

62. Repeats and realleges paragraphs 1-61 as set forth at length herein.

63. Defendant failed to pay Plaintiffs sick leave in accordance with the FFCRA.

64. Plaintiffs do *not* bring any federal cause of action for FFCRA; rather, Plaintiffs seek damages consistent with the FFCRA pursuant to the COVID Ordinance, which empowers this Court to award "other compensatory damages" in a private right of action.

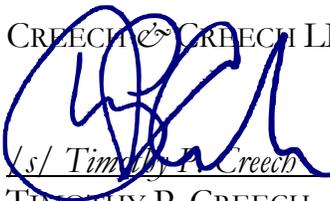
65. This Court may enforce the FFCRA losses pursuant to its authority to assess damages for violations of the COVID Ordinance and/or the Sick Leave Ordinance.

66. As a direct and proximate result of Defendant's misconduct, Plaintiffs suffered injury as set forth above and incorporated herein by reference.

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendant, and that Defendant be ordered to pay lost wages; lost benefits; lost sick leave; other compensatory damages; civil penalties; liquidated damages; equitable relief; reasonable attorney's fees and costs; and such other relief as this Court deems just and proper.

Respectfully submitted,

CREECH & CREECH LLC



/s/ Timothy P. Creech

TIMOTHY P. CREECH
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(215) 575-7618; Fax: (215) 575-7688
timothy@creechandcreech.com

DATED: January 28, 2021

July 24th, 2020

Dear Board of Managers of Old Pine Community Center,

We are writing as a group of concerned employees of Old Pine Community Center. The last few months have led us to the conclusion that we require your assistance in addressing mounting concerns about the current state of our leadership and, most immediately, decisions to reopen the Center on Monday, July 27th, 2020.

The staff at Old Pine Community Center have been working through the pandemic, without hazard pay, and exposing themselves to each other, the community, our families and roommates at home, and as of late children from the community in the building. As you know our Executive Director, April Thomas-Jones has tested positive for COVID-19. Staff received an email from Jeanne Lassiter on Wednesday, July 22nd, 2020 notifying us that we may have been exposed, and giving us the option to reach out to Dr. Lichtman's office to get tested through PENN. Dr. Lichtman's office was closed on Wednesday, July 22nd, 2020 and left many people at a loss of where to turn for additional resources. Providing a resource that wasn't an immediate option, in a situation where immediate action is needed caused confusion and undue stress on staff. Staff have turned to Urgent Care centers and paid out of pocket for tests and co-pays, or waded through the red tape to get tested at PENN. It still remains to be seen how much each person will be billed for their tests, many of which are not rapid results and take anywhere from 7-10 days.

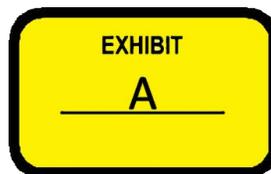
Plans to reopen Monday, July 27th, 2020 have been circulating, but at that time many of us will still be awaiting COVID-19 test results or else still in the process of obtaining a test. **Reopening the Center on Monday is not in the best interest of the staff and does not take into account our collective voices.** In addition, testing site health professionals have advised individuals to quarantine 14 days since their last exposure to someone who tested positive for COVID-19. **Until test results are produced, we cannot determine with absolute certainty our last exposure to someone positive for COVID-19 at Old Pine Community Center.** Though April Thomas-Jones last interacted with staff in the building on Tuesday, July 14th, 2020, she has been in contact with individuals after the aforementioned date who have entered the Center and possibly re-exposed staff.

At this time we do **not** feel safe and secure returning to work at the Center until:

- Members of staff working on site at the Center have provided documentation of a **negative** COVID-19 test.
- Members of staff out of work during the closure or while quarantining are guaranteed compensation and/or receive unemployment benefits.
- Members of staff eligible to work from home are guaranteed compensation.
- A third-party team of professionals sanitize and disinfect the entire building of Old Pine Community Center.
- Members of staff receive Hazard Pay.

Beyond our most immediate concerns, please find below a list of general concerns and issues that staff has experienced with leadership which we feel requires the Board's attention:

Concern	Instance / Issues related
Wages	-Demand for fair livable wage for hourly employees: counselors, maintenance, and administration -Hazard Pay -Regular raises -Lack of clear communication of accrual of paid sick leave for all employees



Lack of transparency	<ul style="list-style-type: none"> -Unclear messaging and expectations -Ambiguous direction from leadership -Requests for information met with contention -No explicit communication about pay during closure -Significant burden on Jeanne to relay unclear messages -No formal communication when health benefits expired and eligible staff were not covered from May 1st, 2020 - June 16th, 2020
April testing positive for COVID-19	<ul style="list-style-type: none"> -Reopening plans not clear -Resources given were not available on the day of receiving news -Resources given were not accessible to all -Out-of-pocket payment was necessary in some cases -No communicated plan of action should any additional staff members test positive for COVID-19
Culture of intimidation and toxicity	<ul style="list-style-type: none"> -Avenues for concern lead only to the Executive Director, creating an authoritarian workplace -Fear of retaliation and retribution in voicing concerns -Feeling as if the staff's best interest is taken into account with large decisions -Pitting staff members against each other -Inadequate steps and responsibility taken by leadership when a member of staff was aggressively confronted and threatened by another member of staff on June 19th, 2020. -No Human Resources department
Support	<ul style="list-style-type: none"> -Not provided the support needed to fulfill job duties, including but not limited to: formal training, clear and reliable communication, and the access to our superiors. -Unfair expectations given the resources provided -Lack of clear and mutually understood job descriptions/titles -No Human Resources representative, or advocacy for the staff

Ultimately, in making this statement and standing united we'd like to invite further conversation with the Board of Managers about the above mentioned concerns in order to improve our working conditions **now and beyond**. This is not the product of a disgruntled staff, but of a staff that is looking for the support to make Old Pine Community Center as good for the people who work there every day as it is for the populations that we serve.

Sincerely,

Jeannette Bellinger- Lead Youth Counselor
 Andrena Butler- FACTS Program Kitchen Attendant
 Bridgette Davis- Youth Counselor
 Frank Debes- Maintenance
 Jared de Uriarte- Administrative Coordinator
 Khalif Martins- Maintenance
 Gabrielle Rumney- Youth Counselor/Care Package Manager
 Isabelle Russell- Program Coordination
 Cidni Simpson-White- Youth Counselor

8.3.2020
Isabelle Russell

RE: Separation Agreement

Dear Isabelle:

This letter is intended to set forth the terms of your separation from employment with Old Pine Community Center, which includes Old Pine Community Center and any divisions, affiliates, subsidiaries and related companies or entities, their past, present and future officers, directors, partners, attorneys, employees, owners, insurers and agents and their respective successors and assigns (collectively, the “Organization”).

The Organization wants to have an amicable separation with you. Therefore, while under no legal obligation to do so, the Organization proposes this Mutual Separation Agreement (“Agreement”), which includes a General Release.

The terms of your Agreement are as follows:

1. Termination. Your employment with the Organization was terminated effective August 3, 2020 (the “Separation Date”).

2. Payments Upon Separation. Provided you execute this Agreement within twenty-one (21) days from the date hereof (and provided you do not revoke it), the Organization will pay you an amount equal to one week of pay and totaling a gross amount of \$312.50 (the “Severance Payment”). The Severance Payment will be paid to you in one lump sum on the pay period being on the first pay date that is at least five (5) days following the eighth day after the date you execute and deliver this Agreement. Payments will be subject to all standard federal, state and local payroll deductions and tax withholdings. Such payment will be made on the next regular payroll following expiration of the revocation period and subject to all standard federal, state, and local payroll deductions and tax withholdings. You acknowledge that you will not be entitled to any additional employee benefits, and you will not continue to earn any vacation time following the Separation Date. You further acknowledge and agree that other than as specifically set forth in this Agreement, you are not due any compensation for unpaid salary, bonus, severance, incentive or performance pay, or for any accrued or unused vacation time or vacation pay. You further acknowledge that the benefits and/or payments set forth in this Agreement act as consideration for any notice of separation and/or payment in lieu of notice due to you pursuant any agreement previously executed between you and the Organization. You also acknowledge that, in return for executing this Agreement, you are receiving consideration to which you would not otherwise be entitled.

3. Benefits. Your health and welfare benefits coverage will terminate as of the Separation Date, at which time you may elect available continuation coverage. Any continuation



of health benefits coverage will require that you be solely and exclusively responsible for the cost of all premiums. In order to receive this continuation coverage benefit, you must complete and return the COBRA, or applicable state coverage election paperwork, which will be mailed to your home address.

4. Medicare Disclaimer. You represent that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to contact the Executive Director, Old Pine Community Center, 401 Lombard Street, Philadelphia, PA 19147, (215) 627-2493, for further instruction.

5. Employment References. Pursuant to normal Organization practice, the Organization will provide you with a standard reference, providing dates of employment, job title, in response to any inquiries from your future potential employers. Any employment verifications or references should be directed to the attention of the Executive Director, Old Pine Community Center, 401 Lombard Street, Philadelphia, PA 19147, (215) 627-2493.

6. General Release of Claims. In consideration for the payments, benefits, and other promises and covenants set forth herein, you voluntarily, knowingly, and willingly release and forever discharge the Organization from:

a. Any and all suits, causes of action, complaints, charges, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown (hereinafter "claims"), which you ever had or now have against the Organization arising out of or relating to any matter, whether known or unknown, suspected or unsuspected, for any act, omission, or event occurring up to and including the date you sign this Agreement. You also release the Organization from any and all claims for wrongful discharge, defamation, unfair treatment, violation of public policy, breach of express or implied contract, intentional or negligent infliction of emotional distress, any and all tort claims or any other claim related to your employment with the Organization or the termination of that employment for any and all reasons, up to and including the date of this Agreement.

b. You specifically release the Organization from any claim relating to or arising out of your employment with or termination of employment from the Organization; any claims for unpaid or withheld wages, severance, benefits, paid time off pay, bonuses and/or any other compensation of any kind; any rights or claims you may have based upon Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment based on race, color, creed, national origin or sex; the Age Discrimination in Employment Act ("ADEA"), which prohibits age discrimination in employment, including the Older Workers Benefits Protection Act, which prohibits discrimination based on age when providing benefits; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Lilly Ledbetter Fair Pay Act, which prohibits discrimination in pay on the basis of protected characteristics; the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination against disabled persons; the Family Medical Leave Act, as amended, which

permits extended time away from work to handle certain family or medical needs; the Employee Retirement Income Security Act, which regulates employment benefits; Pennsylvania labor and employment laws, which prohibit discrimination in employment based, *inter alia*, on race, color, religion, ancestry, age, sex, or national origin; and any and all other federal, state or local laws or regulations prohibiting employment discrimination or which otherwise regulate employment terms and conditions, except as such release is limited by applicable laws.

c. This is a general release and covers claims that you know about presently and those that you may not know about up through the date of this Agreement.

7. Excluded Claims. Notwithstanding the broad scope of the General Release, the General Release is not intended to bar any claims that, as a matter of law, whether by statute or otherwise, may not be waived, such as claims for workers' compensation benefits, unemployment insurance benefits, and any challenge to the validity of your release of claims under the ADEA as set forth in this Agreement.

8. No Claims Filed. As a condition of the Organization entering into this Agreement, you further represent that you have not filed against the Organization any complaints, claims, or lawsuits with any court, administrative agency, or arbitral tribunal prior to the date hereof, and that you have not transferred to any other person any such complaints, claims, or lawsuits.

9. Reports to Government Entities. Nothing in this Agreement, including but not limited to the Confidentiality clause below, restricts or prohibits you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing Confidential Information to, reporting possible violations of any law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, and any Inspector General of any agency (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of any federal, state, or local law or regulation. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Organization resulting from such claims or conduct, regardless of whether you or another party has filed them, and, in the event you obtain such monetary relief, the Organization will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. You do not need the prior authorization of the Organization to engage in conduct protected by this Paragraph, and you do not need to notify the Organization that you did engage in such conduct.

10. Return of Organization Property. By your last day of employment with the Organization, you shall have turned over all property of the Organization in your possession,

custody, or control, regardless of its location, and including, but not limited to, files, documents and any copies thereof, computer equipment, software, fax machines, mobile telephones and devices, credit cards, telephone charge cards, keys, identification badges, automobiles, and any other Organization property in your possession to an Organization representative, and you shall not retain copies of any Organization property, documents or materials in hard copy, digital, or electronic format. In the event that you violate the provision regarding the return of Organization property, you acknowledge and agree that you will be liable and solely responsible to repay the Organization, as liquidated damages, fifty percent (50%) of the Severance Amount paid, which must be received by the Organization within fifteen (15) days of the violation. In the event that the full payment amount is not received within fifteen (15) days, the Organization shall be entitled to seek a consent judgment. In addition, the Organization shall be entitled to recoup attorneys' fees and costs related to a breach of this provision.

11. Confidentiality, Non-Disclosure and Non-Disparagement.

a. *Confidentiality.* You agree that you will keep this Agreement and its terms strictly confidential and will not disclose this information to any past, present or future employee of the Organization or any third-party, other than your counsel, your accountant, and/or your spouse, who each respectively must agree to keep this matter strictly confidential, and other third parties only as directed by subpoena, lawful order of a court or to defend and/or pursue any action arising from this Agreement.

b. *Non-Disclosure.* You further agree not to reveal any confidential and/or proprietary business, financial or technical information to any other person or entity or to use such information for your benefit or the benefit of anyone else without prior written approval of the Organization.

c. *Non-Disparagement.* You will not, directly or indirectly, unlawfully interfere with the business of the Organization or any of its customers, vendors, suppliers, advisors or other third-party relationships. You also agree that you will not in any manner whatsoever, directly or indirectly, disparage the Organization, including the Organization's products or any other aspect of the Organization's business. The Organization agrees to take reasonable steps to instruct employees not to disparage you.

d. *Breach.* In the event that you violate any of the above provisions in this Agreement, you acknowledge and agree that you shall be liable and solely responsible to repay the Organization the Severance Amount paid, which must be received by the Organization within fifteen (15) days of the violation. In the event that the full repayment amount is not received within fifteen (15) days, the Organization shall be entitled to seek a consent judgment. The Agreement will automatically become void and the Organization will have no obligation to continue any payments under Paragraph 2 or other obligations to Employee pursuant to this Agreement. In addition, the Organization shall be entitled to recoup attorneys' fees and costs related to a breach of any of the above provisions.

12. Duty of Cooperation. In exchange for the Severance Payment set forth herein, you agree to cooperate with the Organization to transition your duties. This cooperation may include, but is not limited to, participating in telephone calls and/or responding to emails to provide the Organization with the full benefit of your knowledge with respect to any matter or subject area related to your employment.

13. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles

14. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the validity or enforceability of the remaining terms or provisions shall not be affected, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

15. Entire Agreement. This Agreement constitutes the entire agreement between you and the Organization and supersedes all other agreements between you and the Organization with respect to the terms of your employment and the termination thereof, including, without limitation, the Offer Letter, except this Agreement shall not relieve you of any contractual or common law obligations you have to the Organization that by their nature are intended to survive the termination of your employment with the Organization, or any such superseded agreement including, without limitation, to maintain the Organization's confidential information as confidential and not to use such information for your benefit or the benefit of any third party. You confirm that in signing this Agreement you have not relied on any warranty, representation, assurance, or promise of any kind whatsoever other than as expressly set out in this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Waivers. A waiver by either party of any term or condition of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach thereof. All rights, remedies, undertakings or obligations contained in this Agreement will be cumulative and none of them will be in limitation of any other right, remedy, undertaking, or obligation of either party.

18. Acknowledgements. By signing this Agreement, you acknowledge that:

- a) You have carefully read and understand this Agreement;
- b) The Organization advised you to consult with an attorney and/or any other advisor of your choice before signing this Agreement;

- c) You have been given twenty-one (21) days to consider your rights and obligations under this Agreement and to consult with an attorney about both;
 - d) You understand that this Agreement is **LEGALLY BINDING** and by signing it you give up certain rights;
 - e) You have voluntarily chosen to enter into this Agreement and have not been forced or pressured in any way to sign it;
 - f) You acknowledge and agree that the Separation Payment and other benefits set forth in this Agreement are contingent on your execution of this Agreement, which releases all of your claims against the Organization, and you **KNOWINGLY AND VOLUNTARILY AGREE TO RELEASE** the Organization from any and all claims you may have, known or unknown, in exchange for the benefits you have obtained by signing, and that these benefits are in addition to any benefit you would have otherwise received if you did not sign this Agreement;
 - g) You have seven (7) days after you sign this Agreement to revoke it by providing written notice to the Executive Director, Old Pine Community Center, 401 Lombard Street, Philadelphia, PA 19147, before 5:00 p.m. on the seventh (7th) day following the date you execute this Agreement. The Agreement will not become effective or enforceable until the seven (7) day revocation period has expired. If the last day of the revocation period falls on a Saturday, Sunday, or holiday, the last day of the revocation period will be deemed to be the next business day;
 - h) This Agreement includes a **WAIVER OF ALL RIGHTS AND CLAIMS** you may have under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 *et seq.*); and
 - i) This Agreement does not waive any rights or claims that may arise after this Agreement becomes effective, which is seven (7) days after you sign it, provided that you do not exercise your right to revoke this Agreement.
19. **Return of Signed Agreement.** You should return the signed Agreement to me on or before the date that is twenty-one (21) days from the date hereof.

[On Old Pine Community Center Letterhead]

IN WITNESS WHEREOF, you and the Organization each acknowledge that the terms of this Agreement are contractual and that they have voluntarily caused the execution of this Agreement as of the day and year set forth below:

EMPLOYEE:

ORGANIZATION:

Isabelle Russell

By: _____
April Thomas-Jones
Executive Director
Old Pine Community Center

Date

Date

VERIFICATION

I, Jeanette Bellinger, state that I am a Plaintiff in this action. Pursuant to 18 Pa.C.S. §4904, I declare under penalty of perjury that the factual allegations in the foregoing COMPLAINT are true and correct.


JEANETTE BELLINGER

DATED: 1/23/2021

VERIFICATION

I, Jared de Uriarte, state that I am a Plaintiff in this action. Pursuant to 18 Pa.C.S. §4904, I declare under penalty of perjury that the factual allegations in the foregoing COMPLAINT are true and correct.

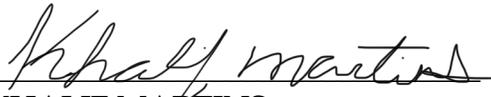


JARED de URIARTE

DATED: 1/25/21

VERIFICATION

I, Khalif Martins, state that I am a Plaintiff in this action. Pursuant to 18 Pa.C.S. §4904, I declare under penalty of perjury that the factual allegations in the foregoing COMPLAINT are true and correct.


KHALIF MARTINS

DATED: 1.23.2021

VERIFICATION

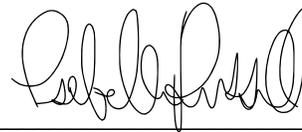
I, Gabrielle Rumney, state that I am a Plaintiff in this action. Pursuant to 18 Pa.C.S. §4904, I declare under penalty of perjury that the factual allegations in the foregoing COMPLAINT are true and correct.


GABRIELLE RUMNEY

DATED: 01/25/2021

VERIFICATION

I, Isabelle Russell, state that I am a Plaintiff in this action. Pursuant to 18 Pa.C.S. §4904, I declare under penalty of perjury that the factual allegations in the foregoing COMPLAINT are true and correct.



ISABELLE RUSSELL

DATED: 01/23/2021