

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION**

Civil Action No. 4:14-cv-00186-D

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SAUL HILLEL BENJAMIN,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	<u>AMENDED COMPLAINT</u>
	:	
NICHOLAS SPARKS, in his official and individual	:	Jury Trial Demanded
capacities; THE EPIPHANY SCHOOL OF GLOBAL	:	
STUDIES; NICHOLAS SPARKS FOUNDATION;	:	
MELISSA BLACKERBY, in her official and	:	
individual capacities; TRACEY LORENTZEN, in her	:	
official and individual capacities; and S.	:	
MCKINLEY GRAY, III, in his official and individual,	:	
capacities,	:	
Defendants.	:	
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Plaintiff Saul Hillel Benjamin hereby states and alleges as follows:

NATURE OF THE CLAIMS

“You’re going to come across people in your life who will say all the right words at all the right times. But in the end, it’s always their actions you should judge them by. It’s actions, not words, that matter.”

- **Nicholas Sparks in *The Rescue***

1. Nicholas Sparks (“Defendant Sparks”), the world-famous romance novelist of such popular works as “The Notebook” and “A Walk to Remember,” describes himself as “one of the world’s most beloved storytellers.” However, despite his commercial success as an author, the greatest fiction created by Defendant Sparks is the public image that he is somehow a proponent of progressive ideals such as diversity and inclusiveness. In reality, the non-fiction version of Defendant Sparks feels free, away from public view, to profess and endorse vulgar and discriminatory views about African-Americans, Lesbian, Gay, Bisexual and Transgender (“LGBT”) individuals, and individuals of non-Christian faiths.

2. In 2006, Defendant Sparks founded The Epiphany School of Global Studies (“Epiphany” or “the School”), which touts itself as “committed to improving cultural and international understanding through global education experiences for students of all ages.” After Epiphany’s first Headmaster was fired for purported fraud and misconduct, Defendant Sparks hired Saul Hillel Benjamin, a distinguished and globally experienced educator, to become the Headmaster and Chief Executive Officer (“CEO”) of Epiphany and “take our little school and make it amazing, global and open-hearted.” Yet, when Mr. Benjamin arrived and attempted to bring real diversity and inclusiveness to Epiphany, Defendant Sparks and the members of the School’s Board of Trustees (the “Board”) were enraged and threatened by his efforts. What is more, Defendant Sparks and members of the Board unapologetically marginalized, bullied, and harassed members of the School community, including Mr. Benjamin, whose religious views and/or identities did not conform to their religiously driven, bigoted preconceptions.

3. Examples of Defendant Sparks’s repulsive views about African-Americans, LGBT individuals, and non-Christians are plentiful. A small sampling of his disturbing comments and conduct includes:

- Defendant Sparks told Mr. Benjamin that his **public association with African-Americans** at an event where Rev. Dr. William Barber II, the President of the local chapter of the National Association for the Advancement of Colored People (“NAACP”), was the keynote speaker brought “**disrepute to Epiphany.**” Defendant Sparks instructed Mr. Benjamin to engage only in private and less visible contact with African-Americans.
- Defendant Sparks has expressed his disdain for African-Americans by ascribing the lack of diversity at the School to the fact that “**black students are too poor and can’t do the academic work.**”
- Defendant Sparks, because of his religious views on the subject, ridiculed and rejected Mr. Benjamin’s efforts to protect

Epiphany students from being bullied because of their sexual orientation. Instead of supporting Mr. Benjamin's efforts, Defendant Sparks endorsed and lent support to a group of students, which included the children of key Epiphany administrators and other influential parents, who viciously bullied and sought to enact a "**homo-caust**" against a group of gay students. Defendant Sparks derisively referred to the bullied students as the "**gay club.**"

4. To protect and further these despicable and outrageous views, Defendant Sparks unlawfully engaged in a relentless and discriminatory campaign to humiliate, degrade, and defame Saul Hillel Benjamin – Epiphany's most visible employee of Jewish heritage and ethnicity. On numerous occasions, Defendant Sparks and other members of the Board displayed contempt for Mr. Benjamin's Jewish heritage and Quaker faith. By way of example only, Defendant Sparks once told Mr. Benjamin that influential parents at the School "will not trust you because of who you are." Defendant Sparks was also dismissive toward Mr. Benjamin's protected complaints against Epiphany's unlawful employment practices, including its intentional and disgracefully long-standing failure to hire and recruit African-American faculty and staff.

5. In fact, at a public forum shortly before Mr. Benjamin's discriminatory and retaliatory termination, Defendant Sparks, in conjunction with the Board, forced Mr. Benjamin to recite his religious beliefs and discuss his Jewish heritage in front of the entire School community, including parents of the student body. The Board, and specifically Defendants Sparks, Blackerby, Lorentzen and Gray, stood by and even applauded as a vocal group of parents pilloried Mr. Benjamin with accusations, insults, and threats after he had publicly revealed his most deeply held beliefs on religion and the existence of God (and the relation of those to his Jewish ethnicity), leaving Mr. Benjamin humiliated and demonized.

6. The very next day, Defendant Sparks called Mr. Benjamin to a meeting, which had clearly been orchestrated as an attempt to ambush Mr. Benjamin and unlawfully remove him from his roles at the School and The Nicholas Sparks Foundation (the “Foundation”). Defendant Sparks and others physically intimidated, threatened, and assaulted Mr. Benjamin while keeping him trapped in a room for hours without, *inter alia*, even access to a bathroom (eventually bringing Mr. Benjamin and his wife to tears). Additionally, Defendant Sparks, in direct concert with Ken Gray (“Defendant Gray”) (an employment attorney), outrageously denied Mr. Benjamin’s specific request to consult an attorney. Ultimately, Defendant Sparks discriminatorily fired Mr. Benjamin without cause and in direct violation of a multiple-year employment contract he signed with the School, The Nicholas Sparks Foundation, and Defendant Sparks months earlier.

7. In the aftermath of Mr. Benjamin’s termination, Defendant Sparks – who, with “The Notebook,” became famous for writing a story about a couple’s love transcending the challenges of Alzheimer’s disease – defamed Mr. Benjamin to his wife, an educational recruiter and various members of the New Bern, North Carolina community by falsely and cynically purporting to “diagnose” Mr. Benjamin with Alzheimer’s. Mr. Benjamin never had Alzheimer’s or any other mental or physical illness now or during his employment with the School and the Foundation.

8. Therefore, Plaintiff, by and through his undersigned counsel, Wigdor LLP, as and for his Complaint in this action against Defendants Nicholas Sparks, The Epiphany School of Global Studies, The Nicholas Sparks Foundation, Melissa Blackerby (“Defendant Blackerby”), Tracey Lorentzen (“Defendant Lorentzen”), and S. McKinley Gray, III (collectively, “Defendants”) alleges as follows.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343, as this action involves federal questions regarding the deprivation of Plaintiff's civil rights. This Court has supplemental jurisdiction over Plaintiff's related claims arising under state law pursuant to 28 U.S.C. § 1367(a).

10. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Defendants are residents of and do business in the State of North Carolina and are subject to personal jurisdiction in this district, and a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

PROCEDURAL REQUIREMENTS

11. Mr. Benjamin has complied with all statutory prerequisites to his Title VII and Americans with Disabilities Act ("ADA") claims, as he filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") and received his EEOC right to sue letter on September 30, 2014.

12. Mr. Benjamin has complied with any and all other prerequisites to filing this action.

PARTIES

13. Plaintiff Saul Hillel Benjamin, a resident of North Carolina, is the former Headmaster and CEO of the School and Consultant for The Nicholas Sparks Foundation.

14. Defendant The Epiphany School of Global Studies is a private, co-educational school with grades K-12 located on 2301 Trent Road, New Bern, NC 28562 and 2201 Henderson Avenue, New Bern, NC 28560.

15. Defendant The Nicholas Sparks Foundation is a Non-Profit Corporation incorporated in North Carolina with its principal place of business located at 309 Middle Street, Suite 7, New Bern, NC 28560.

16. Defendant Nicholas Sparks, a resident of North Carolina, is the founder of The Epiphany School of Global Studies and is Chair and a member of its Board of Trustees.

17. Defendant Melissa Blackerby, a resident of North Carolina, is a member of Epiphany's Board of Trustees.

18. Defendant Tracey Lorentzen, a resident of North Carolina, is a member of Epiphany's Board of Trustees.

19. Defendant S. McKinley Gray, III, a resident of North Carolina, is a member of Epiphany's Board of Trustees.

FACTUAL ALLEGATIONS

MR. BENJAMIN IS HIRED DUE TO HIS OUTSTANDING CREDENTIALS AND REPUTATION AS A DISTINGUISHED AND GLOBALLY EXPERIENCED EDUCATOR

20. On or around February 20, 2013, Plaintiff signed an employment agreement ("Employment Agreement") with the School and an independent contractor agreement with the Foundation ("Contractor Agreement"), and began work for Defendants immediately thereafter.

21. Mr. Benjamin began his duties prior to the July 1, 2013 start date due to criminal allegations of fraud and misconduct against his predecessor.

22. Mr. Benjamin was hired to be the School's Headmaster and CEO, and he was charged with all aspects of day-to-day management of the School's operations, including, but not limited to, budgetary oversight, curriculum management, fundraising, and supervision of staff and faculty. Defendant Sparks and the Board also charged Mr. Benjamin with addressing

community outreach and public engagement goals regarding diversity, inclusiveness and academic excellence.

23. Mr. Benjamin's credentials and background as a leader in the field of education are extensive. At the time of his hire, Mr. Benjamin had 29 years of experience in educational leadership, curricular development, faculty training, and fundraising. Throughout his distinguished career in the education field, Mr. Benjamin earned plaudits and praise from some of America's and the world's most influential educators and public figures for his leadership of schools and other educational institutions, including, *inter alia*, as a Professor at various institutions across the world focused on multi-cultural and cross-faith engagement, as a Headmaster at a multi-cultural boarding school, as a Senior Advisor and Special Assistant for Policy in the United States Department of Education, and as an advocate of religious tolerance and interfaith understanding.

24. During the recruitment of Mr. Benjamin, Defendant Sparks told Mr. Benjamin that he would be expected to improve diversity at the School, asking him to "take our little school and make it amazing, global, and open-hearted."

25. During his first few months at the School, Mr. Benjamin sought to accomplish that goal, and embarked upon an ambitious agenda, which included an innovative curricular initiative for the School's High School, designing and implementing Epiphany's first school-wide multi-constituency decision-making system, and a new and comprehensive non-discrimination policy.

26. Based on documentation from the Southern Association of Colleges and Schools ("SACS") and the Southern Association of Independent Schools ("SAIS"), Mr. Benjamin determined that Epiphany did not have in place an adequately comprehensive policy statement

regarding non-discrimination. After consulting with various experts and also with Defendant Sparks and other Epiphany stakeholders, Mr. Benjamin proposed language that would address these deficiencies in the policy that Mr. Benjamin had inherited.

27. On July 22, 2013 the Board unanimously approved Mr. Benjamin's recommended policy, which explicitly declared that Epiphany would protect and uphold the rights of individuals regarding sexual orientation and religious and non-religious affiliation in all aspects of life at the School, including in employment, student admissions, conduct, and access to all Epiphany programs or services.

28. However, as Mr. Benjamin sadly found out, the School harbors a veritable cauldron of bigotry toward individuals who are not traditionally Christian, and especially those who are non-white. Indeed, the Board, though comprised of eight individuals, is heavily dominated by Defendants Sparks, Lorentzen, Blackerby, and Gray who impose their discriminatory views on the rest of the Epiphany community and endorse such views among parents and the student body.

MR. BENJAMIN ATTEMPTS TO REMEDY RACIAL INEQUALITY AT THE SCHOOL AND IS MET WITH RETALIATION AND HOSTILITY BY DEFENDANTS

29. The attitudes and routine displays of discriminatory animus by Defendants Sparks, Gray, Blackerby, and Lorentzen demonstrate the institutional hostility toward non-white and non-Christian students and faculty at Epiphany.

30. For example, Defendant Lorentzen commented that she prefers to drive 35 miles out of her way to shop at a Wal-Mart in Havelock, North Carolina because "only black people work at the New Bern Wal-Mart," which, as a result, she perceives to be "dirty." Defendant Lorentzen further noted that she prefers the Havelock location since "white people staff that store."

31. Similarly, Defendant Sparks has routinely attributed the absence of any African-American students at the School to the fact that “**black students are too poor and can’t do the academic work.**” Defendant Sparks added that, “Diversity should not be measured by percentages of minority students enrolled or minority faculty employed,” which rang particularly hollow in light of the near total lack of African-American students, faculty, and staff at the School. In fact, despite its location in Craven County (which is nearly 40% African-American), the School is composed of a nearly all-white student body and faculty. Amazingly, in its entire history, Epiphany has only enrolled a handful of African-American students, none of whom graduated. Indeed, as of August 2013, only two students were either African-American or bi-racial African-American of the 514 members of Epiphany’s K-12 student body.

32. In response to these conditions and in keeping with the School’s supposed mission, Mr. Benjamin voiced his opposition to the wholly inadequate representation of African-Americans at the School with the Board as part of a concerted effort to achieve some measure of racial integration at the School and to foster a diverse and inclusive learning environment. Mr. Benjamin proposed several specific and realistic strategies to remedy these inequities.

33. Among other efforts, Mr. Benjamin advocated for the hiring of qualified African-American faculty and staff in order to address the obviously discriminatory employment practices followed by the School prior to Mr. Benjamin’s arrival as its Headmaster and CEO. In fact, Mr. Benjamin personally recruited Epiphany’s first African-American full-time and lead classroom faculty member, who joined Epiphany in August 2013. This faculty member has since been subjected to unwelcome comments and increased scrutiny as compared to her similarly situated white colleagues.

34. Moreover, at one point in late November 2013, Defendant Sparks specifically told Mr. Benjamin not to criticize Ms. Janet Foley, Epiphany's Director of Admissions, for her failure to take any productive steps to recruit or enroll African-American students at the School. Ms. Foley persistently rejected Mr. Benjamin's advice or instructions about diversity recruitment.

35. Mr. Benjamin also organized an overnight student trip to Washington, D.C. to celebrate the 50th anniversary of Dr. Martin Luther King's "I have a dream" speech and the 1963 civil rights march on Washington. In his role as standard-bearer for diversity at the School, Mr. Benjamin marked the occasion by highlighting Epiphany's deep-seated problems with racial diversity.

36. While Defendant Sparks and his fellow Board members initially voiced enthusiasm about Mr. Benjamin's leadership initiative regarding diversity, they failed to fully support Mr. Benjamin's efforts. In fact, Mr. Benjamin's uncompromising commitment to racial, ethnic and religious diversity came to incense the Board, including Defendant Sparks and Defendant Gray, who told Mr. Benjamin that his efforts to introduce some measure of African-American representation at the School were "provocative" and therefore unwelcome. By this point, it had become painfully obvious that the Board members, beyond harboring their own personal prejudices, were also increasingly influenced by a vocal minority of bigoted parents, including, *inter alia*, John LaGuardia and the Ayers family, who characterized the trip to Washington D.C. as a "*political demonstration in that city.*"

37. Members of the Board, including Defendants Ken Gray and Tracy Lorentzen, also openly displayed contempt for Mr. Benjamin's Jewish ethnicity. For example, when reading to students from the original Hebrew sources and Greek text of the New Testament, Mr. Benjamin said aloud the phrase "the Rabbi Jesus." Immediately after, Defendants Lorentzen and Gray

warned Mr. Benjamin, “Don’t ever refer to Jesus Christ as a Rabbi!” as if he had insulted their beliefs by noting that Jesus Christ was a Jewish religious leader.

MR. BENJAMIN SUPPORTS BULLIED GAY STUDENTS AND IS DEMONIZED FOR HIS RELIGIOUS BELIEFS AND SUPPORT FOR DIVERSITY

38. In October 2013, a group of Epiphany Upper School students – on their own initiative – began holding gatherings to discuss matters related to their personal sexual identities or orientation.

39. When it became known around the School that these students did not conform to traditional heterosexual gender stereotypes, they were subjected to brutal and persistent bullying by their classmates, including the widely popular Vice President of the Student Senate, who is the son of an influential Epiphany parent, and the sons of two key Epiphany school administrators.

40. Some of the students involved in the bullying were publicly heard saying that they wanted to start a “homo-caust.” In fact, the Vice President of the Student Senate admitted to using this term during a music class in front of some of the bullied students.

41. When Mr. Benjamin and David Wang, Deputy Headmaster of the School, began investigating the bullying in order to stop it, members of the Board, including Defendants Sparks, Lorentzen and Blackerby, announced that the Board would prohibit any discussions by students regarding issues related to their sexual identities or orientation. Defendant Sparks derisively asked Mr. Benjamin, “What’s with this gay club?” and told him, “You gotta stop this” in reference to his support for the bullied students. Indeed, with respect to his writing, Defendant Sparks has publicly said that he simply “tr[ies] to give the people what they expect,” and views same-sex romance as “not exactly in [his] genre.”

42. On one occasion in Mr. Benjamin's Epiphany Headmaster office, Defendants Lorentzen and Blackerby threatened certain faculty members – two of whom were bi-sexual and did not themselves conform to traditional gender stereotypes – who had supported the bullied students by expressly telling them they would be fired if they continued to speak out for or provide private support to the students. Defendants Lorentzen and Blackerby chillingly added that if any of the faculty members mentioned these threats, the Board would sue them personally. One of the bi-sexual teachers present during this meeting was reduced to tears by these threats. Defendants Lorentzen and Blackerby (who is an attorney purportedly focused on the needs of at-risk youth) also told the bi-sexual teacher that she would lose her Epiphany employment if she ever published a newspaper article or otherwise publicly spoke about the matter or the instructions that she had been given. Mr. Benjamin told Defendants Lorentzen and Blackerby that this was not at all appropriate and that he would seek to protect faculty members and students from related retaliation or discrimination.

43. On October 29, 2013, Mr. Benjamin had a breakfast meeting with Defendant Sparks in advance of a Board meeting the next day. During this meeting, Defendant Sparks insisted that Mr. Benjamin stop talking about Islam, Judaism, or any other non-Christian religion at any Epiphany function, especially during Friday Gatherings, which were assemblies during which Mr. Benjamin would on occasion provide educational lessons about various religions.

44. Mr. Benjamin reminded Defendant Sparks that Epiphany was a school, not a church, and, according to its accreditation, a non-sectarian, non-denominational school at that. In response, Defendant Sparks scoffed and ordered Mr. Benjamin to “stop talking about diversity or about other religious traditions, especially stop referring to ‘The Peoples of the Book’ – that’s not what our parents like to hear.”

45. Defendant Sparks also confronted Mr. Benjamin at this breakfast meeting about a community event at which the keynote speaker was Rev. Dr. William Barber II, the President of the local chapter of the NAACP. Even though Mr. Benjamin attended this event during his personal time, Defendant Sparks told him that his attendance was problematic for the Board because it had upset some parents of children at the School.

46. Echoing purported concerns of those parents, Defendant Sparks took issue with Mr. Benjamin being seen at an event keynoted by a member of the NAACP, as well as the fact that Mr. Benjamin had been seen publicly sitting with a group of African-Americans. According to Defendant Sparks, Mr. Benjamin had brought “disrepute to Epiphany” by attending the event and publicly associating with African-Americans.

47. Mr. Benjamin responded that he had attended the public event in furtherance of his efforts to achieve some measure of racial integration at Epiphany by introducing himself to African-American parents whose children might, if made to feel welcome, wish to apply for admission to Epiphany. Defendant Sparks responded that there were “better” ways to reach “that community” and indicated that Mr. Benjamin should utilize less public and visible means if he sought to meet with African-Americans.

48. Defendant Sparks also instructed Mr. Benjamin during this conversation not to discuss homosexuality or sexual identity as part of a general discussion of diversity at the School, because he felt it would be “wasting time on a side issue.”

49. As the last item on the breakfast meeting agenda, Defendant Sparks insisted that Mr. Benjamin hire a “true Christian to be Chaplain” at the School, and offered that a “true Christian” would not include, for example, a Quaker, Mormon, Seventh Day Adventist, or Jehovah’s Witness, none of whom would be acceptable to the Board. Defendant Sparks iterated

his belief that only the most conservative Christians could be considered a “true Christian” by the School’s standards. Defendant Sparks went further, instructing the Plaintiff that the Board would be displeased if Plaintiff were to appoint even a mainstream denominational Christian if that person were to expound opinions favoring religious and racial inclusivity

50. The next evening, on October 30, 2013, the Board held a meeting during which certain members pressed Mr. Benjamin to stop supporting students who had been bullied based on their sexual identities. Defendant Gray, for example, publicly stated that Mr. Benjamin was “promoting a homosexual culture and agenda” by attempting to protect the students being bullied at the School and condemning the hateful speech and conduct targeting those students. Defendant Gray, a labor and employment attorney, further threatened Mr. Benjamin by accusing him of breaching his employment contract by supporting homosexual students who were being bullied. Defendants Blackerby and Lorentzen seconded Defendant Gray’s spurious threat.

51. Indeed, the Board made it abundantly clear that Mr. Benjamin’s decision to stand up for the gay students who had been bullied was evidence that his religious views on homosexuality were unacceptable for a head of the School.

52. Moreover, on or about November 9, 2013, Mr. Benjamin held a dinner party with a group of parents, including, but not limited to, Sarah Davis, Dan Murphy, Angelo and Sarah Tullis, Georgiana Bircher, and Tina Hoard, who were part of a committee imposed by the Board on Mr. Benjamin to advise Mr. Benjamin on the selection of Epiphany’s first Chaplain and Director of Spiritual Life. Several parents made it known during the dinner that they did not trust Mr. Benjamin to select a “true Christian” as Chaplain because of his Jewish ethnicity and religious beliefs and because he would not allow so-called “intelligent design” or “creation science” to have any place in the School’s college preparatory and accredited science curriculum.

53. Afterward, upon hearing of the incident, Defendant Sparks commented, “The people in that room will never trust you because of who you are.” Moreover, several parents in attendance later approached Mr. Benjamin or emailed him to inform him that they prayed to Jesus Christ to intervene and save both him and the School.

54. On or about November 16, 2013, Defendant Lorentzen and Cathy Sparks (Defendant Sparks’s wife and also a member of the Board of Trustees) approached Mr. Benjamin at his home and demanded that he answer a series of offensive and invasive questions about his religious beliefs.

55. Defendant Lorentzen first asked Mr. Benjamin, “Do you believe in God? That’s a yes or a no question, Saul.” Defendant Lorentzen then told him that “Some people on the Board think you have agnostic or atheist opinions,” which, she added, if the Board determined to be true, would jeopardize his job.

56. Defendant Lorentzen also echoed Defendant Sparks’s instructions that Mr. Benjamin hire a “true Christian” as Chaplain. Mr. Benjamin responded that, per the National Association of Independent Schools (“NAIS”) and SAIS “Best Governance Practices,” the Board should refrain from interfering in faculty or staff hiring, especially since the School was accredited as non-sectarian and non-denominational.

57. Defendant Lorentzen then interrogated Mr. Benjamin about why he kept “talking about diversity and faith together,” and was adamant that Mr. Benjamin stop talking about diversity because of the religious implications the Board believed it had.

58. At the end of the conversation, Defendant Lorentzen warned Mr. Benjamin that he must “back away from issues of diversity because people had suspicions about his religious beliefs.” This threat obviously alluded to the fact that the Board demanded that Mr. Benjamin’s

religious beliefs change, especially with respect to homosexuality and his protection of the bullied students.

59. Upon information and belief, no other Headmaster or Senior Administration official of Epiphany has ever been the subject of similar religious inquisition or interrogation.

60. The Board also increasingly criticized and rejected Mr. Benjamin's commitment to the comprehensive anti-discrimination policy. In fact, Defendant Sparks wrote to Mr. Benjamin in November 2013 that he "resented" Mr. Benjamin's "insistence" on the new policy (even though it had been unanimously approved) because "Epiphany did not need one." Amazingly, Defendant Sparks then proclaimed himself to be "the best judge of what discrimination is."

61. On November 19, 2013, because Mr. Benjamin's efforts to foster diversity had led the Board to question the acceptability of his religious beliefs, the Board held a public forum (the "Forum") in front of hundreds of students, parents, faculty and staff. Mr. Benjamin had been previously led to believe that the Forum was being held to update Epiphany parents on the status of various matters at the School, including the hiring of the Chaplain and the curricular innovations that Mr. Benjamin had designed in order to uplift the School's academic programs.

62. However, at the Forum, the Board forced Mr. Benjamin to stand up in front of the entire School community and give an account of his religious beliefs. Shortly before the Forum, Defendant Sparks wrote to Mr. Benjamin and forbid him from disclosing that the Board had instructed him to defend his religious beliefs publicly.

63. This entire exercise was abhorrent to Mr. Benjamin and violated one of his core religious beliefs as a Quaker. Quakers view faith as a private matter and characteristically refrain from involuntary public declarations of faith.

64. Immediately after Mr. Benjamin had explained his religious beliefs and the influence of his Jewish heritage and ethnicity on those views to the entire School community at the Board's behest, Defendant Gray solicited grievances from the audience members about him.

65. At that point, with Defendant Gray's encouragement, several members of the audience stood up and publicly vilified Mr. Benjamin. One parent stood up and said in front of the Board, "That man, Mr. Benjamin, is unfit to be around young people." Another parent shouted, "You don't belong here with us!," drawing a thinly veiled distinction between Mr. Benjamin and the rest of the School community based on his religious beliefs and Jewish ethnicity. The Board, and specifically Defendants Sparks, Blackerby, Lorentzen and Gray, stood by and even applauded this public pillorying of Mr. Benjamin based on those protected traits.

66. The Board did not allow Mr. Benjamin to respond to such outrageous and humiliating accusations, much less speak up and suggest that these issues were not appropriate for discussion in a public forum and were not legitimate bases for judging Mr. Benjamin as a School official. Instead, the Board, and specifically Defendants Sparks, Blackerby, Lorentzen and Gray applauded whenever an audience member stood up and verbally abused Mr. Benjamin based upon his religion or other protected characteristics.

67. That Mr. Benjamin's Jewish ethnicity was placed on trial during the Forum was demonstrated by comments from audience members afterwards. For example, one parent approached Mr. Benjamin and told him, "Your people have curly hair," in an obvious reference to his Jewish ethnicity.

68. Upon information and belief, no other Epiphany employee has ever been forced to give a public accounting of his or her religious beliefs or Jewish ethnicity.

MR. BENJAMIN IS FALSELY IMPRISONED, VERBALLY ABUSED, AND UNLAWFULLY TERMINATED IN BRAZEN VIOLATION OF THE LAW AND HIS EMPLOYMENT CONTRACT

69. Two days later, on November 21, 2013, Defendant Sparks again asked Mr. Benjamin to meet with him, this time at the School.

70. Mr. Benjamin thought the meeting was being called to discuss the nine-point plan that he had presented to the Board describing, *inter alia*, how he and the Board could better communicate with School community's most conservative parents. However, when he arrived at the conference room, Defendant Lorentzen and Defendant Gray were also present. From the beginning of the meeting, Defendant Sparks immediately berated Mr. Benjamin and acted in a loud, ranting, and physically intimidating manner. Defendant Sparks repeatedly denounced Mr. Benjamin as a "liar." Mr. Benjamin was astonished by Defendant Sparks's assaultive words and physical comporment.

71. Defendant Sparks immediately told Mr. Benjamin that he was being fired "for Cause from the Foundation."

72. When Mr. Benjamin reminded Defendant Sparks that he had a multi-year employment contract, Defendant Sparks responded, "That stuff doesn't matter."

73. Even though Defendant Sparks had just told Mr. Benjamin that he was being fired, Defendant Sparks insisted that Mr. Benjamin sign a letter of resignation or he would supposedly be fired "for Cause." Defendant Sparks did not provide any reason for which Mr. Benjamin could be legitimately terminated, much less on a "for Cause" basis.

74. When Mr. Benjamin asked to think about the Board's demand, he was told to sign immediately. Mr. Benjamin then asked to speak to a lawyer, which Defendant Gray in particular refused. Mr. Benjamin then requested to speak to his wife, which request the Board also denied.

Defendants Sparks, Gray, and Lorentzen then threatened Mr. Benjamin, saying that he would not be allowed to leave the room, even to use the restroom, unless and until he signed a resignation letter.

75. Only after Mr. Benjamin pleaded and begged, in disbelief at what was happening, did Defendants Sparks, Lorentzen, and Gray let Mr. Benjamin's wife (who was at their home with their eighteen-month-old infant) be called by Mr. Benjamin's Special Assistant Jeremy Cronon. Mr. Benjamin's wife, Dr. Jennifer Dueck, was finally allowed to join her husband in the sealed room with Defendants Sparks, Gray, and Lorentzen. Mr. Cronon was not allowed to witness the events in the sealed room, despite Mr. Benjamin's request that his Special Assistant be present. Defendant Sparks continued his booming and threatening shouting and close physical intimidation of Mr. Benjamin to the point where both Mr. Benjamin and his wife were reduced to tears.

76. Fearing for his and his wife's safety, Mr. Benjamin believed that the only way to escape the room without a physical altercation was to sign the resignation letter, even though he never intended to resign.

77. Defendants Sparks and Gray then dictated their desired contents of the letter to Mr. Benjamin, who was so distraught that his hand shook as he hastily wrote the letter as instructed on yellow-lined loose leaf and scribbled his name at the bottom.

78. The entire episode took place in a conference room with windows that face the School's public entrance hallway. As such, parents, students, and other Epiphany employees watched as Defendant Sparks screamed at and physically intimidated Mr. Benjamin, resulting in further public humiliation, degradation, and disgrace.

79. After Mr. Benjamin was finally permitted to leave the conference room, Defendant Sparks told Dr. Dueck her husband was being terminated due to his purported mental illness. Defendant Sparks later followed up in an email to Mr. Benjamin's wife on November 24, 2013, presuming to diagnose Mr. Benjamin with Alzheimer's disease, bipolar disease or some other kind of mental illness. Defendant Sparks even recommended that Mr. Benjamin be placed in a residential care facility to receive treatment. Mr. Benjamin has never been diagnosed by any actual medical professional or expert with any of these conditions and Defendant Sparks's baseless "diagnosis" was mendacious, slanderous, and malicious.

80. Defendant Sparks next offered his hope to Mr. Benjamin's wife that this purported mental illness would help her "understand why we had to ask for his resignation." Defendant Sparks added that Mr. Benjamin was unfit to work and would never again hold another full-time job.

81. Mr. Benjamin has never suffered from any type of disability and was at all times physically and mentally able to perform his job. Nevertheless, Defendant Sparks and members of the Board have continued to defame Mr. Benjamin around the New Bern community by telling various people, including, but not limited to, Renee Coles, Dr. Robert Coles, Cille Griffith, and Dr. Drew D'Angelo, that Mr. Benjamin is no longer employed by Epiphany because he suffers from a mental illness. As a result, Mr. Benjamin has incurred grave reputational damage and has been unable to secure further employment in the area.

82. Immediately after firing Mr. Benjamin, Epiphany revised the "Values" statement on its public website, upon information and belief, without informing its accrediting agencies or engaging with Epiphany faculty or the entire parent community, to include the following:

As a school community, we believe Jesus Christ is the son of God, who was crucified, died and was buried and rose from the dead to

cleanse us from our sins. We believe that being a Christian means being a follower and believer in Jesus Christ.

83. At no time during the period from July 1, 2013 to the point of Mr. Benjamin's unlawful and unjustified termination did the School's mission statement and values statement contain any explicit reference to Jesus Christ or imply any personal religious creed or oath.

84. Indeed, since Epiphany is accredited as a non-sectarian and non-denominational school, the Board pointedly demonstrated its animus toward Mr. Benjamin's Quaker religion and Jewish heritage and ethnicity by changing its "Values" statement to focus heavily on Jesus Christ immediately after publicly humiliating and firing its most visible Jewish employee. Any visitor to the suddenly revised Epiphany website who is unfamiliar with the School's background would be surprised to learn that it is supposed to be a non-sectarian, non-denominational institution.

85. In the School's job postings aimed to find Mr. Benjamin's replacement, the School stated one of the requirements of the job was being a "solid Christian educator." This newfound "requirement" also unsubtly reflected the Board's dissatisfaction with Mr. Benjamin's Jewish heritage and ethnicity, as well as his religious beliefs.

86. Additionally, in that widely publicized job posting, Defendant Sparks and the Board explicitly highlighted their search for a person characterized as "stable" as part of their campaign to defame Mr. Benjamin (as described in more detail below) and knowingly sought to discredit his eligibility for other school or other organizational leadership opportunities.

87. In direct contrast to Mr. Benjamin's termination "without Cause," Epiphany's previous Headmaster, Tom McLaughlin (who is white and traditionally Christian), was terminated "for Cause" from Epiphany for engaging in criminal activities, including fraud. However, Mr. McLaughlin was allowed to leave the School quietly, while Mr. Benjamin was publicly humiliated and vilified.

DEFENDANT SPARKS FURTHER RETALIATES AGAINST MR. BENJAMIN, DEFAMES HIM, AND TORTIOUSLY INTERFERES WITH HIS PROSPECTIVE BUSINESS RELATIONSHIPS

88. Defendant Sparks and the Board also have retaliated against Mr. Benjamin for his protected activity in pointing out and addressing racism and hateful acts at the School.

89. Furthermore, when Mr. Benjamin refused to sign a “Release Agreement” requiring him to waive his claims under federal, state and local anti-discrimination laws, Defendant Sparks raised the rent on Mr. Benjamin’s house from \$50 to \$1,500 per month (which had been provided through the School) and decided to terminate the lease two months early, forcing him, his wife and their 2-year-old child to move. Moreover, Defendant Sparks’s attorney peppered Mr. Benjamin and his family with letters reminding them of their May 31, 2014 move-out date. On or about May 24, 2014, Defendant Sparks put Mr. Benjamin’s house on sale at an unreasonably high price (knowing he had no intentions to sell the house) to increase the pressure on Mr. Benjamin to move out. Immediately after Mr. Benjamin moved out, Defendant Sparks removed the house from the market.

90. Moreover, when Mr. Benjamin retained counsel and informed Epiphany of his potential discrimination claims, Defendant Gray threatened that Defendant Sparks “would take prompt legal action and enlist every asset and avenue” against Mr. Benjamin if he went to the EEOC.

91. Additionally, Defendant Sparks told Tom Plihczik, a nationally respected education-industry recruiter with whom Mr. Benjamin had successfully worked in the past, that Mr. Benjamin is mentally ill. Following Mr. Benjamin’s termination, Mr. Plihczik had earnestly proposed Mr. Benjamin’s candidacy for two career opportunities at the Carolina Day School in Asheville, North Carolina, and Jackson Preparatory School in Jackson, Mississippi. But, as a

result of Defendant Sparks's interference, Mr. Plihcik suddenly refused to support Plaintiff's candidacy for these leadership positions. Mr. Plihcik told Mr. Benjamin, "There's a lot of money on the table for me about this, Saul," alluding to the threatened loss of business from the School and Defendant Sparks. Indeed, Mr. Plihcik admitted to Mr. Benjamin that, due to information from Defendant Sparks about Mr. Benjamin's purported illness, he was prohibited from having any further professional or personal dealings with Mr. Benjamin or his wife. Mr. Plihcik has since refused to work with Mr. Benjamin to find new employment and has spoken or written falsely about Mr. Benjamin to other independent school leaders, recruiters or search committees based on this information.

92. Furthermore, on March 17, 2014, all of the teachers at the School were instructed to no longer have any contact with Mr. Benjamin. The School informed the teachers that Mr. Benjamin had decided to sue the School despite purportedly receiving a "generous severance offer."

93. The teachers also were retaliatorily warned that if they had any contact with Mr. Benjamin, they would be considered insubordinate and fired. What is more, Epiphany teachers were required to disclose every communication they had with Mr. Benjamin since the date of his unlawful termination.

94. In at least one specific instance, a long-standing Epiphany faculty member told Mr. Benjamin that he felt that he could not explore his interest in Quakerism in Mr. Benjamin's company because he would lose his job at Epiphany if it were discovered that he had associated with Mr. Benjamin at a Quaker Meeting.

EPIPHANY BREACHES CONTRACTUAL OBLIGATIONS TO MR. BENJAMIN

95. Under Section 4 of Mr. Benjamin's February 20, 2013 Employment Agreement for his job as headmaster of the School, the "Term" of his Employment Agreement began on July 1, 2013, and ran until June 30, 2017 and provided for a salary at a rate of \$168,000 per year, plus bonus and benefits.

96. Section 7(b) of the Employment Agreement lists certain conduct by Mr. Benjamin which could classify his termination as "for Cause." These constitute the only conditions in the Employment Agreement under which Mr. Benjamin could be denied the remaining value of his contract upon the termination of his employment and the Employment Agreement before the end of the Term.

97. Specifically, the Employment Agreement provides that Mr. Benjamin could be denied the remaining value of his contract if he: (1) committed a crime (with the exception of minor traffic violations); (2) committed or omitted any act of fraud or dishonesty in connection with his employment; (3) engaged in gross or willful misconduct resulting in the damage of reputation or operation of the School; (4) misappropriated funds; (5) was found to be addicted to drugs or alcohol; (6) acted in an "intentional" manner which "**he knows or should have known**" somehow violates the "Four Pillars" of the School's foundation (though not included in the Employment Agreement, the "Four Pillars" of the School per its website are: "College Preparatory, Global Studies, Open-Hearted Faith, and Moderate Cost"); (7) breached the Employment Agreement; or (8) was insubordinate or refused to follow specific lawful instructions given by the Board.

98. At all relevant times, pursuant to Sections 7(b)(1) and (2) of the Employment Agreement, Mr. Benjamin never committed a crime, nor acted or omitted any act of fraud or dishonesty.

99. At all relevant times, pursuant to Section 7(b)(3) of the Employment Agreement, Mr. Benjamin never engaged in gross or willful misconduct resulting in damage of reputation or operation of the school.

100. At all relevant times, pursuant to Section 7(b)(4) and (5) of the Employment Agreement, Mr. Benjamin never misappropriated funds nor was he found to be or even accused of being addicted to drugs or alcohol.

101. At all relevant times, pursuant to Section 7(b)(6), Mr. Benjamin acted in a manner which he believed to be consistent with, and in furtherance of, the School's "Four Pillars."

102. At all relevant times, pursuant to Section 7(b)(8), Mr. Benjamin followed all specific lawful instructions of the Board.

103. At all relevant times, Mr. Benjamin was physically and mentally able to perform the essential functions of his job without accommodation, as he was never disabled.

104. Section 7(c) of the Employment Agreement defines the circumstances under which Mr. Benjamin's termination could be considered "without Cause" as "any reason other death, disability, non-renewal," or "Termination for Cause."

105. Section 7 (c) of the Employment Agreement further states:

The Board can terminate [Mr. Benjamin] at any time without Cause, but Epiphany will be obligated to pay [him] for the remainder of the Term of this Agreement[.]. In addition to paying [Mr. Benjamin] for the remainder of the Term of this Agreement if he is terminated without cause, Epiphany will pay [him] one (1) additional year of his then-current base salary if the Board terminates [him] without cause during Term of this Agreement or any extended term.

106. The School, the Board, and Defendant Sparks did not – because they could not – provide Mr. Benjamin with a “for Cause” reason for his termination. As such, by the express terms of the Employment Agreement, Mr. Benjamin’s termination was “without Cause.”

107. Defendants have willfully failed to pay Mr. Benjamin the remaining value of the Employment Agreement as provided for in Section 7(c) when the School and Defendant Sparks terminated the contract, which constitutes a material breach of the Employment Agreement’s express terms.

108. Defendants failed, in each and every explicitly defined calendar step of Section 7(b), to honor the “notice and reasonable opportunity to cure” process for evaluating the Headmaster and CEO of Epiphany.

109. To justify their continuing breach of their contractual obligations to him, Defendants informed Mr. Benjamin that he was ineligible for the remaining value of the Employment Agreement by virtue of his supposed “dishonesty” in telling the Board that he worked at the School’s lower campus one or two days a week, when he instead spent the *hourly equivalent* of one to two days there per week.

110. Even if true (which it is not), under any reasonable reading of the Employment Agreement’s express terms, this *de minimis* and immaterial purported “dishonesty” (which amounts to a mere miscommunication which has no impact on his job or the School) cannot constitute “fraud or dishonesty” under Section 7(b)(2).

111. This post-hoc explanation for Mr. Benjamin’s firing also demonstrates the false, shifting, and pretextual nature of the various termination reasons set forth by Defendants.

THE FOUNDATION BREACHES CONTRACTUAL OBLIGATIONS TO MR. BENJAMIN

112. Moreover, the Foundation and Mr. Benjamin entered into a separate “Independent Contractor Agreement” (“Contractor Agreement”), which provided for \$88,000 per year in annual compensation for his work at the School, plus additional compensation as determined by the Foundation.

113. The Contractor Agreement promises the compensation in exchange for Mr. Benjamin’s recommendations regarding fundraising, speaking and program development, including, but not limited to, “(a) Development of an Advisory Board; (b) Research and cultivation of prospective contributors with the Chief Executive Officer; and (c) Programmatic initiatives, including, with the Senior Vice President of the Foundation, development of new ideas and curriculum for the Epiphany School, an annual Sparks Summit on Global Education; and Foundation research.”

114. Section 3 of the Contractor Agreement defines its “Term” as beginning on July 1, 2013 and ending on June 30, 2017.

115. Section 6 of the Contractor Agreement defines the circumstances in which the Foundation may cancel the Contractor Agreement (upon 30 days written notice) as such:

In the event that cancellation occurs less than nine months prior to the end of the term, or is for any reason other than Benjamin’s death, conviction of or entering a plea bargain or plea of nolo contendere with respect to any felony; any acts of fraud or dishonesty by Benjamin; or the persistent refusal of Benjamin to perform services for the Foundation pursuant to this Agreement without cause or explanation, the Foundation shall continue Benjamin’s compensation for one calendar year following the date of cancellation.

116. Mr. Benjamin performed his duties in accordance with his contractual obligations at all relevant times until Defendant Sparks cancelled his contract on November 22, 2013 when

Foundation Board of Directors member, Emily Sweet, emailed Mr. Benjamin to inform him that he was being terminated for some unspecified “act of fraud or dishonesty.”

117. Three days later, Ms. Sweet sent a letter falsely stating that Mr. Benjamin had resigned from his position with the Foundation, and which also clearly refused Mr. Benjamin any payment under the Contractor Agreement’s terms. Based upon this communication, it was obvious that the Foundation had no intentions of honoring its obligations under the Contractor Agreement.

118. Even though the Contractor Agreement requires 30-days’ notice prior to its cancellation, the Foundation never provided nor did it honor this notice period, instead cancelling the Contractor Agreement pursuant to Ms. Sweet’s letter effective immediately.

AS AND FOR A FIRST CAUSE OF ACTION
(Discrimination and Harassment in Violation of Section 1981)
(As to all Defendants)

119. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

120. Defendants have discriminated against Plaintiff and subjected him to harassment on the basis of his Jewish race and ethnicity in violation of Section 1981 by denying him equal terms and conditions of employment available to employees who are not of Jewish race or ethnicity, including, but not limited to, subjecting him to offensive and harassing comments and treatment and terminating him based on his race and ethnicity.

121. As a direct and proximate result of Defendants’ unlawful and discriminatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income,

compensation and benefits, for which he is entitled to an award of monetary damages and other relief.

122. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as damage to both his personal and professional reputations, for which he is entitled to an award of damages.

123. Defendants' unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Mr. Benjamin's federally protected rights under Section 1981, for which Mr. Benjamin is entitled to an award of punitive damages.

AS AND FOR A SECOND CAUSE OF ACTION
(Retaliation in Violation of Section 1981)
(As to all Defendants)

124. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

125. Defendants have unlawfully retaliated against Plaintiff in violation of Section 1981 for his complaints of race and ethnicity discrimination on behalf himself and others, including faculty, prospective faculty, students, and prospective students, at the School by, *inter alia*, actively interfering with his personal and professional relationships, defaming him by spreading lies regarding his mental health and/or fitness, and terminating his employment.

126. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, monetary and/or

economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which he is entitled to an award of monetary damages and other relief.

127. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as damage to both his personal and professional reputations, for which he is entitled to an award of damages.

128. Defendants' unlawful retaliatory conduct constitutes malicious, willful, wanton and/or reckless indifference to Mr. Benjamin's federally protected rights under Section 1981, for which Mr. Benjamin is entitled to an award of punitive damages.

AS AND FOR A THIRD CAUSE OF ACTION
(Discrimination in Violation of Title VII on the Basis of Religion)
(As to Defendant Epiphany)

129. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

130. By the actions described above, among others, Defendant Epiphany discriminated against Plaintiff on the basis of his religion in violation of Title VII by denying him the same terms and conditions of employment available to Christian employees, including, but not limited to, subjecting him to disparate working conditions, denying him terms and conditions of employment equal to those of Christian employees, and terminating his employment.

131. As a direct and proximate result of Defendant Epiphany's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which he is entitled to an award of monetary damages and other relief.

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

133. Defendant Epiphany's unlawful and discriminatory actions constitute malicious, willful and wanton violations of Title VII for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A FOURTH CAUSE OF ACTION
(Discrimination in Violation of Title VII on the Basis of Race)
(As to Defendant Epiphany)

134. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

135. By the actions described above, among others, Defendant Epiphany discriminated against Plaintiff on the basis of his race in violation of Title VII by denying him the same terms and conditions of employment available to non-Jewish employees, including, but not limited to, subjecting him to disparate working conditions, denying him terms and conditions of employment equal to those of non-Jewish employees, and terminating his employment.

136. As a direct and proximate result of Defendant Epiphany's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which he is entitled to an award of monetary damages and other relief.

137. As a direct and proximate result of Defendant Epiphany's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress

and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which he is entitled to an award of monetary damages and other relief.

138. Defendant Epiphany's unlawful and discriminatory actions constitute malicious, willful and wanton violations of Title VII for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A FIFTH CAUSE OF ACTION
(Discrimination in Violation of Title VII on the Basis of National Origin)
(As to Defendant Epiphany)

139. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

140. By the actions described above, among others, Defendant Epiphany discriminated against Plaintiff on the basis of his national origin in violation of Title VII by denying him the same terms and conditions of employment available to non-Jewish employees, including, but not limited to, subjecting him to disparate working conditions, denying him terms and conditions of employment equal to those of non-Jewish employees, and terminating his employment.

141. As a direct and proximate result of Defendant Epiphany's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which he is entitled to an award of monetary damages and other relief.

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

143. Defendant Epiphany's unlawful and discriminatory actions constitute malicious, willful and wanton violations of Title VII for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A SIXTH CAUSE OF ACTION
(Discrimination in Violation of the ADA)
(As to Defendant Epiphany)

144. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

145. By the actions described above, among others, Defendant Epiphany discriminated against Plaintiff in violation of the ADA by denying him equal terms and conditions of employment, including, but not limited to, terminating his employment, because Defendant Epiphany regarded him as disabled.

146. As a direct and proximate result of Defendant Epiphany's unlawful discriminatory conduct in violation of the ADA, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which he is entitled to an award of monetary damages and other relief.

147. As a direct and proximate result of Defendant Epiphany's unlawful discriminatory conduct in violation of ADA, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which he is entitled to an award of monetary damages and other relief.

148. Defendant Epiphany's unlawful and discriminatory actions constitute malicious, willful and wanton violations of the ADA for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A SEVENTH CAUSE OF ACTION
(Retaliation in Violation of Title VII)
(As to Defendant Epiphany)

149. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

150. By the actions described above, among others, Defendant Epiphany unlawfully retaliated against Plaintiff for complaining of discrimination and Epiphany's unlawful employment practices on behalf of himself and others in violation of Title VII by denying him the same terms and conditions of employment available to employees who did not complain of discrimination, including, but not limited to, subjecting him to disparate working conditions, denying him terms and conditions of employment equal to those of employees who did not complain of discrimination, forcing him and his family out of their home, instructing Epiphany employees not to speak to Mr. Benjamin and terminating his employment.

151. As a direct and proximate result of Defendant Epiphany's unlawful retaliatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which he is entitled to an award of monetary damages and other relief.

152. As a direct and proximate result of Defendant Epiphany's unlawful retaliatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which he is entitled to an award of monetary damages and other relief.

153. Defendant Epiphany's unlawful and retaliatory actions constitute malicious, willful and wanton violations of Title VII for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A EIGHTH CAUSE OF ACTION
(Breach of Contract)
(As to Defendant Epiphany)

154. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

155. Plaintiff and Defendant Epiphany entered into a contract whereby the School agreed to employ Plaintiff for a period from July 1, 2013 and until June 30, 2017, at a salary of \$168,000 per year, plus benefits and bonus compensation.

156. Pursuant to the Employment Agreement and in exchange for this guaranteed compensation, Plaintiff agreed to serve as Headmaster and CEO of the School and perform all duties customarily associated therewith.

157. As outlined herein, Defendant Epiphany willfully, and without cause or notice, breached the contract when the School, *inter alia*, terminated Plaintiff's employment without cause on November 21, 2013, prior to the end of the four-year term and failed to pay him, as required, the remaining value thereof.

158. As a direct result of Defendant Epiphany's breach of contract, Plaintiff has suffered, and will continue to suffer, substantial damages from the loss of past and future income, including salary, fringe benefits and bonus compensation, for the remainder of the term of the contract.

AS AND FOR A NINTH CAUSE OF ACTION
(Breach of Contract)
(As to Defendant the Foundation)

159. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

160. Plaintiff and Defendant the Foundation entered into a contract whereby the Foundation agreed to employ Plaintiff for a period from July 1, 2013 and until June 30, 2017, at a salary of \$88,000 per year, plus benefits and bonus compensation.

161. Pursuant to the Contractor Agreement, Plaintiff agreed to perform certain duties for the Foundation.

162. As outlined herein, Defendant the Foundation willfully, and without cause or 30-days' notice, breached the Contractor Agreement without notifying Mr. Benjamin of its cancellation effective immediately on November 21, 2013 and without paying Mr. Benjamin the amount to which he is entitled.

163. As a direct result of Defendant the Foundation's breach of contract, Plaintiff has suffered, and will continue to suffer, substantial damages from the loss of past and future income, including salary, fringe benefits, and bonus compensation, for the remainder of the term of the contract.

AS AND FOR AN TENTH CAUSE OF ACTION
(Defamation *Per Se*)
(As to Defendant Sparks)

164. Plaintiff repeats and re-alleges each allegation contained in each of the preceding paragraphs as if fully set forth herein.

165. As described above, Defendant Sparks published numerous false statements to third parties which tend to impugn Plaintiff in his trade, business, and profession, and otherwise have a harmful effect on Plaintiff, including that Defendant Sparks terminated Plaintiff's employment based on his mental health.

166. Defendant Sparks's statements were false at the time Defendant Sparks made them, and Defendant Sparks knew his statements were false.

167. Defendant Sparks's statements, set forth above, are capable of only one reasonable interpretation – a defamatory one.

168. Defendant Sparks's statements constitute defamation per se because they plainly and openly disparage Plaintiff's profession and business, mental health, and otherwise tend to subject Plaintiff to ridicule, contempt, or disgrace.

169. As a result of Defendant Sparks's defamation per se, Plaintiff has suffered damages in an amount to be determined at trial.

170. Defendant Sparks's defamatory statements were malicious, willful, wanton, and done with reckless disregard for Plaintiff's rights. As such, Plaintiff is entitled to an award of punitive damages.

AS AND FOR A (ALTERNATIVE TO THE TENTH) ELEVENTH CAUSE OF ACTION
(Defamation)
(As to Defendant Sparks)

171. Plaintiff hereby repeats and re-alleges each allegation contained in each of the preceding paragraphs as if fully set forth herein.

172. Defendant Sparks has provided false information regarding, *inter alia*, Plaintiff's mental health and the circumstances surrounding the termination of his employment to his former colleagues with whom he maintains professional relationships.

173. These statements were untrue and defamatory in that they falsely reported Plaintiff's mental health, professional character, actions and statements, and were made with the intent to harm Plaintiff professionally.

174. Defendant Sparks knew or should have known that such defamatory statements were false.

175. Defendant Sparks made such defamatory statements with knowledge of their falsity and/or with a reckless disregard for their truth or falsity.

176. Defendant Sparks's statements constitute defamation because they impugn Mr. Benjamin's honesty, trustworthiness, dependability, and professional fitness and abilities by falsely charging him with a disability that would tend to injure him in his trade or business.

177. Defendant Sparks's defamatory statements have harmed Plaintiff's professional reputation and standing in his industry, have caused him economic harm, have caused him to incur special damages in the form of actual pecuniary loss, including lost income, benefits, job security and opportunities for career advancement, and have caused him embarrassment, humiliation and emotional injury.

178. As a direct and proximate result of Defendant Sparks's defamation, Plaintiff has suffered, and continues to suffer, from humiliation, loss of standing in the community, loss of self-esteem and public esteem, public disgrace and emotional distress.

179. As a direct and proximate result of Defendant Sparks's conduct, Plaintiff has suffered, and continues to suffer, harm for which he is entitled to an award of monetary damages and other relief.

180. Defendant Sparks's defamatory statements were malicious, willful, wanton, and done with reckless disregard for Plaintiff's rights. As such, Plaintiff is entitled to an award of punitive damages.

AS AND FOR A TWELFTH CAUSE OF ACTION
(Tortious Interference with Prospective Economic Relations)
(As to Defendant Sparks)

181. Plaintiff hereby repeats and re-alleges each allegation contained in each preceding paragraphs as if fully set forth herein.

182. Throughout the course of his career in the educational industry, Plaintiff has carefully developed business relationships with an education-industry recruiter

183. Defendant Sparks had direct knowledge of Plaintiff's business relationship with this recruiter.

184. Defendant Sparks intentionally interfered with this business relationship of Plaintiff for wrongful purposes and, as a direct result of Defendant Sparks's conduct, Plaintiff's relationship with this third party has been injured and his employment opportunities and prospects with it. As a result of Defendant Sparks's interference, this third party refused to continue to support Plaintiff's candidacy for employment at two specific education institutions.

185. Defendant Sparks acted solely out of malice, and/or used dishonest, unfair, and improper means to interfere with Plaintiff's prospective business relationships.

186. As a direct result of Defendant Sparks's conduct, Plaintiff has suffered, and will continue to suffer, substantial damages as follows:

- A. Plaintiff has suffered, and continues to suffer, harm to his career development within the educational industry;
- B. Plaintiff has suffered, and continues to suffer, harm to his professional and personal reputations which has resulted in lost job and business opportunities; and
- C. Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, loss of self-esteem and self-confidence, loss of career fulfillment, and continual stress, anxiety, uncertainty over his ability to meet personal and familial financial obligations.

AS AND FOR AN THIRTEENTH CAUSE OF ACTION
(Tortious Interference with a Contract)
(As to Defendants Epiphany and Sparks)

187. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

188. The Contractor Agreement constitutes a valid contract between Plaintiff and Defendant the Foundation.

189. Defendants Sparks and Epiphany had direct knowledge of the Contractor Agreement.

190. Defendants Epiphany and Sparks intentionally interfered with Plaintiff's Contractor Agreement with Defendant the Foundation for wrongful purposes and, as a direct result, the Foundation breached the Contractor Agreement by, *inter alia*, terminating the Contractor Agreement without 30-days' notice and failing to pay Plaintiff

191. As a direct result of Defendant Epiphany and Sparks's tortious interference with Plaintiff's contract, Plaintiff has suffered, and will continue to suffer, substantial damages as follows:

A. Plaintiff has lost past and future income, including salary, fringe benefits and bonus compensation, for the remainder of the term of the contract;

B. Plaintiff has suffered, and continues to suffer, harm to his career development within the educational industry;

C. Plaintiff has suffered, and continues to suffer, harm to his professional and personal reputations; and

D. Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, loss of self-esteem and self-confidence, loss of career fulfillment, and continual stress, anxiety, uncertainty over his ability to meet personal and familial financial obligations.

AS AND FOR A FOURTEENTH CAUSE OF ACTION
(False Imprisonment)
(As to Defendants Sparks, Gray, and Lorentzen)

192. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

193. Defendants Sparks, Gray, and Lorentzen unlawfully detained Mr. Benjamin for an extended period of time on School property without his consent and against his will in plain public view of a School corridor and entrance.

194. There was no legal justification for Defendants Sparks, Gray, and Lorentzen's non-consensual detention of Mr. Benjamin in a confined space, Defendants Sparks, Gray and Lorentzen's refusal to allow him to leave the detention area and/or Defendants Sparks, Gray, and Lorentzen's physically preventing him from leaving the detention area.

195. As a result of Defendants Sparks, Gray and Lorentzen's unlawful and public detention, Plaintiff suffered physical suffering, mental suffering and humiliation, loss of time and interruption of business, and injury to reputation.

AS AND FOR A FIFTEENTH CAUSE OF ACTION
(Assault)
(As to Defendant Sparks)

196. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

197. The violent and threatening acts committed by Defendant Sparks against Plaintiff, including, *inter alia*, closely approaching Mr. Benjamin while shouting at him, physically intimidating him, and physically blocking his exit from a room on School premises, created a reasonable apprehension in Mr. Benjamin of immediate harmful or offensive contact to Mr. Benjamin's person, all of which were done intentionally and without consent.

198. As a direct and proximate result of the aforementioned assaults, Mr. Benjamin has sustained in the past, and will sustain in the future, *inter alia*, pain and suffering, psychological and emotional distress, mental anguish, embarrassment, humiliation, and loss of career fulfillment.

199. Defendant Sparks's conduct was wanton, malicious, willful and/or cruel, entitling Plaintiff to an award of punitive damages.

AS AND FOR A SIXTEENTH CAUSE OF ACTION
(Retaliation in Violation of School Violence Prevention Act)
(As to all Defendants)

200. Plaintiff hereby repeats and re-alleges each allegation contained in the preceding paragraphs as if set forth fully herein.

201. Defendants have unlawfully retaliated against Plaintiff in violation of the North Carolina School Violence Prevention Act (the "SVPA"), N.C. Gen. Stat. § 115C-407.15, for his complaints and/or reports concerning, *inter alia*, bullying and/or harassing behavior by Epiphany students toward certain LGBT students, as well as Defendants failure to prevent and/or remedy such bullying and harassment, by repeatedly threatening Plaintiff, and ultimately terminating Plaintiff's employment.

202. As a direct and proximate result of Defendants' unlawful retaliatory conduct, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, for which he is entitled to an award of monetary damages and other relief.

203. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the SVPA, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as

damage to both his personal and professional reputations, for which he is entitled to an award of monetary damages and other relief.

204. Defendants' unlawful and retaliatory actions constitute malicious, willful, wanton and/or reckless indifference to Mr. Benjamin's statutorily protected rights under the SVPA, for which Mr. Benjamin is entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in his favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States and the State of North Carolina;

B. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;

C. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for his mental anguish and emotional distress, humiliation, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical and mental injuries;

D. An award of damages to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to his professional and personal reputations and loss of career fulfillment;

E. An award of punitive damages;

F. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorneys' fees to the fullest extent permitted by law; and,

G. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

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

Dated: May 28, 2015
Raleigh, North Carolina

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on May 28, 2015 I electronically filed the foregoing AMENDED COMPLAINT with the Clerk of Court using the CM/ECF system. I hereby certify that a copy of the foregoing was served via CM/ECF System on the following:

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This the 28th day of May, 2015.

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