



3. Dr. Zurchin was hired by Ambridge SD in March 2013 to serve in the role of Superintendent of Defendant Ambridge Area School District.

4. Defendant AMBRIDGE AREA SCHOOL DISTRICT (“Ambridge SD”) is a political subdivision of the Commonwealth of Pennsylvania. Its primary administrative office is located at 901 Duss Avenue, Ambridge, Beaver County, Pennsylvania 15003.

5. Defendant ROBERT KEBER became an Ambridge SD school board member in December 2013, remains on the school board at the time of this filing, and at all times material hereto was acting under color of state law. He is named in an individual and official capacity for failure to act in conformity with federal and state laws.

6. Defendant ROGER KOWAL became an Ambridge SD school board member prior to Plaintiff’s hiring and remains on the school board at the time of this filing, and at all times material hereto was acting under color of state law. He is named in an individual and official capacity for failure to act in conformity with federal and state laws.

7. Defendant KIMBERLY LOCHER became an Ambridge SD school board member in December 2013, remains on the school board at the time of this filing, and at all times material hereto was acting under color of state law. She is named in an individual and official capacity for failure to act in conformity with federal and state laws.

8. Defendant MEGAN MEALIE is the former Assistant to the Superintendent of Ambridge SD, a board-appointed position, who was acting under color of state law in that capacity. She is named in an individual capacity for failure to act in conformity with federal and state laws.

9. Defendant BRIAN PADGETT is a former Ambridge SD school board member who served at times material hereto until November 2013 and was acting under color of state

law. He is named in an individual and official capacity for failure to act in conformity with federal and state laws.

10. At all times material hereto, Ambridge SD was in the business of providing public education to children within the Beaver County school district and in so doing maintained a staff of employees that included teachers, administrators and other professional employees while receiving supervision and direction from its school board.

11. At all times material hereto, Ambridge SD acted and/or failed to act by and through its agents, servants and/or employees who at all times acted within the course and scope of their employment.

12. At all relevant times, Defendants, individually and collectively, were acting under color of state law.

### **JURISDICTION & VENUE**

13. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 with respect to Plaintiff's Title VII, Section 1983, Section 1985(3) and Rehabilitation Act claims.

14. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) with respect to Plaintiff's PHRA and common law claims.

15. Defendant Ambridge SD is an employer subject to the provisions of Title VII and the PHRA.

16. Defendant Ambridge SD is an entity subject to the provisions of the Rehabilitation Act of 1973 in that it receives federal financial assistance.

17. Defendant Ambridge SD is an entity subject to the provisions of 42 U.S.C. § 1983 and 42 U.S.C. § 1985(3) as are the individual defendants as all were acting under color of state law as set forth herein.

18. Venue is proper in the Western District of Pennsylvania pursuant to 28 U.S.C. § 1391(b)(2) because, at all times relevant hereto, Defendants conducted business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

### **ADMINISTRATIVE REMEDIES**

19. Dr. Zurchin has satisfied the notice and procedural requirements of Title VII and the PHRA by filing a timely Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), which was contemporaneously cross-filed with the Pennsylvania Human Relations Commission (“PHRC”).

20. On December 22, 2015, Dr. Zurchin initiated an action alleging discrimination by Defendants with the Pittsburgh office of the EEOC (No. 533-2016-00731).

21. Pursuant to agreement between the EEOC and PHRC, it was the EEOC that assumed investigative control of the underlying complaint.

22. A right-to-sue letter was issued by the EEOC on April 11, 2017.

23. The action is timely brought as it is initiated within ninety (90) days of receipt of the right-to-sue notice.

24. Dr. Zurchin’s charges have been dually-filed with the PHRC for a period of more than one year.

25. Dr. Zurchin has exhausted her administrative remedies as to the allegations of this Complaint.

### **FACTUAL BACKGROUND**

26. This Complaint arises not out of a single, isolated incident, but rather a course and pattern of conduct occurring from the outset of Plaintiff's employment that served Defendant's purpose and intent to chill Plaintiff in her obligation to protect and uphold state and federal rights.

27. The actions of Defendants as set forth herein evidence that in approximately a two-and-a-half year period, Defendants engaged in conduct that either ignored or outright violated state and federal rights and/or purposefully interfered in Dr. Zurchin's duties and obligations with respect to those rights.

28. Defendants' abusive conduct began at the outset of Dr. Zurchin's hiring and escalated to a point that included a death threat and her discharge.

#### ***Dr. Zurchin's Hiring***

29. Dr. Zurchin was hired as Superintendent of Ambridge SD on March 20, 2013.

30. Though her contract did not officially take effect until July 1, 2013, Dr. Zurchin worked and was compensated accordingly beginning in March 2013.

31. At the time of her hiring, several board members opposed her selection and preferred to hire a male candidate who was a high school principal from the area.

32. Specifically, Defendants Kowal and Padgett made a motion to prevent Dr. Zurchin's hiring in favor of the less-qualified male candidate.

33. The male candidate, unlike Dr. Zurchin, did not have prior experience as an administrator of a school district and lacked equivalent credentials.

34. Dr. Zurchin, is a Doctor of Education, Ed.D, and had previous experience as an Assistant Superintendent.

35. Ultimately, Dr. Zurchin was successfully hired despite this sex-based charge led by board members including, but not necessarily limited to, Defendant Kowal, Defendant Padgett and Daniel Belich.

36. As a consequence of not hiring the male candidate they preferred, Defendants Kowal and Padgett began a targeted retaliatory campaign to foster a hostile working environment for Dr. Zurchin such that she would feel compelled to leave.

37. Throughout the course of Dr. Zurchin's employment with Ambridge SD, these individuals recruited and encouraged other board members and administrators to further this discriminatory objective.

38. In addition to Defendants Padgett and Kowal, this group includes, but is not limited to, board members Defendant Locher, Defendant Keber, Kelly Smith, and Belich, and former Assistant to the Superintendent Defendant Mealie.

39. The pattern of retaliation and creation of a hostile work environment was consistent and pervasive from the outset of her employment.

40. Over time, Defendants were able to and did manipulate a majority of the board to take action adverse to the Plaintiff and in violation of the law.

41. What is more specifically detailed are distinct examples of that treatment but is not intended to present every incident that occurred.

***Physical Violence***

42. On June 12, 2013, at the first official board meeting attended as Superintendent, Dr. Zurchin was threatened with physical violence by Defendant Padgett during an executive session of the school board meeting.

43. During the incident, Defendant Padgett leaned toward Dr. Zurchin and within inches of her face, pointed at her and screamed, “You mother fucker, you better watch yourself. I will go after you. You better watch yourself, you mother fucker.”

44. He also expressed, “I will get you.”

45. Dr. Zurchin responded that it was not okay for Defendant Padgett to speak to her like this, and she feared for her personal safety due to his proximity, size and language.

46. Defendant Padgett was ultimately subdued by other board members separating Padgett from Zurchin.

47. Notably, Defendant Kowal laughed during the threat and thereafter.

48. Other board members witnessed this interaction and reported on it subsequently.

49. Specifically, then-Board President Mary Jo Kehoe stated that Defendant Padgett’s behavior was “threatening, intimidating and hostile.”

50. Then-board member and former police officer Robert Appel characterized it as “extremely abusive” and indicated he heard Defendant Padgett say, “You’ll be sorry.”

51. Dr. Zurchin filed a police report the next day, and Defendant Padgett was charged with harassment (18 § 2709 §§ A1) and terroristic threats (18 § 2706 §§ A1).

52. Word began circulating during the months while an investigation was pending that Defendant Padgett was going to bring a gun to a future board meeting to shoot Dr. Zurchin.

53. The threat of harm was substantial enough to necessitate police presence at subsequent board proceedings.

54. Defendant Padgett concluded his term on the school board in November 2013 while criminal proceedings remained pending; Defendant Kowal and Belich, however, remained on the school board.

55. While Defendant Padgett's charges were pending and although repeatedly encouraged to terminate the criminal charges, Dr. Zurchin refused to withdraw the criminal complaint which was substantiated by the evidence or otherwise waive any legal claims against Padgett.

56. Defendant Padgett ultimately pled guilty to the harassment charges in July 2014, more than a year after the threat.

57. After Defendant Padgett entered his plea, Defendant Kowal informed Dr. Zurchin, "I will ruin you if it's the last thing I do; if it means ruining this school district."

58. These continued threats of physical violence served to not only advance the sexually discriminatory animus of Defendants Padgett and Kowal from the outset of Dr. Zurchin's employment, but they lay the foundation for a hostile work environment so as to compel Dr. Zurchin to resign or be terminated.

***Concerted Activity of Various Board Members to Cause the Discharge of Dr. Zurchin***

59. Concerted activity was thereafter undertaken by various members of the Board of the School District and Administrators appointed by them, including Defendant Kowal, Defendant Padgett, Belich, and Defendant Mealie, both formally and informally, for the express

purpose of causing harm to the professional reputation and employment of Dr. Zurchin as part of a pattern of discriminatory animus and retaliation.

60. The conduct was also directed at making employment conditions intolerable so as to force Dr. Zurchin out of her position.

61. The conduct was further directed at inciting public opposition to Dr. Zurchin and was effected through individual actions and communications and board member interviews with the media.

62. For example, and as a result of the Defendants' intent to incite public opposition, Dr. Zurchin was publicly and falsely accused of running a meth lab and engaging in Satanic worship.

63. Defendants engaged in a deliberate, malicious and ongoing pattern of abusive and threatening behavior intending to cause Dr. Zurchin physical, emotional and economic harm.

***Retaliation for Opposition of Race & Disability Discrimination***

64. By assuming her role as Superintendent of Ambridge SD, Dr. Zurchin took an oath to ensure that all students, regardless of their protected class, would be treated equally and fairly in school.

65. Dr. Zurchin undertook this responsibility seriously consistent with her role and legal obligation.

66. Therefore, when Dr. Zurchin learned that students were being subjected to unfair and discriminatory treatment within the district, she refused to turn a blind eye; she was willing to and was required to be a voice to speak out against the mistreatment.

67. In September 2014, Dr. Zurchin became apprised of facts that evidenced the mistreatment and unauthorized restraint of J.H., an African American student with a documented disability.

68. On September 15, 2014, School Resource Officer Nate Smith indicated he was responding to a disturbance in the hallway of the high school involving J.H., a special education and minority student.

69. Despite video demonstrating that J.H. clearly was never creating a disturbance necessitating an aggressive response, Smith grabbed the student and restrained him with his arms behind his back, forcibly walked J.H. to the main office, smacked J.H.'s face into a glass window of the office, threw J.H. to the ground in a face down restraint, handcuffed J.H. and called for police backup to transport J.H. to a detention facility.

70. Not only does this procedure violate school policy and protocol, after reviewing the video footage, it becomes clear that it was entirely uncalled for given the circumstances.

71. Further, this behavior by Smith substantiated what Dr. Zurchin understood characterized a level of discord between minority and non-minorities within the district, a situation she vehemently opposed.

72. Dr. Zurchin appropriately identified the individual that was the subject of discrimination and the protected classes under which he was the subject of discriminatory treatment.

73. Dr. Zurchin also reported the incident to the Pennsylvania Department of Education, Bureau of Special Education as an improper restraint consistent with her obligations required under 22 Pa. Code 14.133.

74. Further, Dr. Zurchin, through the school's solicitor, requested the local police department remove Smith from his role as School Resource Officer due to his violation of the code, noting that the prone restraint he used placed the district at significant risk of sanctions from the Department of Education ("DOE").

75. When Dr. Zurchin requested Smith be removed from his role, Defendant Kowal attempted to circumvent the district by going directly to the police chief and indicating that he should not heed Dr. Zurchin's concerns.

76. Due to Defendant Kowal's persuasion, the police chief permitted a dangerous individual to remain in the district despite warnings that it could expose the school to liability.

77. Due to Defendant Kowal's persuasion, Ambridge SD allowed an individual evidencing a racial animus toward students to remain on school grounds despite Dr. Zurchin's opposition and against the advice of the school solicitor.

78. This incident followed on the heels of Dr. Zurchin's suggestion to offer a summer school graduation ceremony which would serve to recognize students with special needs and other struggling students in the district that were able to complete their coursework with an additional few months.

79. This programming was rejected outright by Defendant Locher who stated, "Fuck those kids," referencing special needs students.

80. This incident further serves to shed light on the several Board members' animosity to students with disabilities and directed interference with Dr. Zurchin's attempts to satisfy those student's needs and rights under the law.

81. Despite encouragement from a local official to simply look the other way when it came to these ongoing incidents with board opposition, Dr. Zurchin had a legal obligation to report and participate in any unfair treatment of students and/or staff as a result of discrimination.

82. Dr. Zurchin's actions resulted in further and continuing efforts by members of the board to force her resignation through an oppressive and retaliatory work environment.

### ***Theft of School District Funds***

83. On March 11, 2015, Dr. Zurchin advised the board during an executive session that an employee reported to her a belief that district funds were stolen by the Baden tax collector.

84. Dr. Zurchin advised the board that the district was waiting for confirmation from the auditors to confirm the missing funds.

85. Dr. Zurchin had an obligation to and did report the information regarding the alleged theft to the school board.

86. Upon hearing this report from Dr. Zurchin, Defendant Kowal (a personal friend of the auditors serving the district and tax collector) became very defensive, verbally abusive and challenged Dr. Zurchin's need to report this information despite her legal obligation to do so.

87. The tax collector was subsequently convicted in federal court of mail fraud and filing false income tax returns as a result of his scheme to steal more than \$1 million in tax payments from Baden Borough and the Ambridge Area School District.

88. Dr. Zuchin's report was met with animosity and increasing hostility intended to create an oppressive work environment with the intent to compel her resignation or termination.

***Retaliation for Opposition of Sexual Harassment***

89. On March 20, 2015, a teacher in the school district filed a complaint with the union which was reported to Dr. Zurchin alleging that the Assistant to the Superintendent, Defendant Mealie, was engaging in sexual harassment.

90. The teacher had simultaneously filed a complaint with her local police department alleging that Defendant Mealie was making unwelcome visits to her house.

91. In support of her complaint, the teacher turned over 60 pages of text messages demonstrating the harassment that occurred.

92. Dr. Zurchin, per district protocol, suspended Defendant Mealie pending an investigation.

93. Further, Dr. Zurchin participated as a witness in the district's independent investigation into the teacher's claims of sexual harassment by Defendant Mealie.

94. In addition to revealing sexual harassment by Defendant Mealie towards the teacher, the text messages between February and March 2015 also illustrate collusion between board members and Mealie to create a hostile work environment for Dr. Zurchin, to undermine Dr. Zurchin within the school and community and to compel her termination or resignation.

95. The messages indicated concerted efforts undertaken by the Board and Defendant Mealie, who was appointed to her position by the Board, to malign Dr. Zurchin through the local public media, to foment a disruptive public response to Dr. Zurchin and force her ouster.

96. Specifically, the messages, *inter alia*, indicate:

- a. Collusion and conspiracy among Board Members to undermine Dr. Zurchin:

- i. “I sent this to Kim, Kelly and Rob<sup>1</sup> this am. ‘Please make sure Roger and [at least] Angus is on board [with] Jess grievance...’ Yes I have balls. They’re my peeps and will be on it. Trust me.”
- ii. “Texted Kelly, Kim and Rob [your] email and they [are] like [Zurchin] is trying to cover this up too. [She’s] gotta go. I wish I [could] be a fly on the wall in there. That cunt.”
- iii. “Trust me I have them<sup>2</sup> trained . . . they know exactly how she thinks. I guarantee they have some shit up [their] sleeves to come at her with. [You might] get to see a show.”
- iv. “I just texted [Roger Kowal] about your hearings. All good.”
- v. “Hey we all help each other. I’m sure he will help me out when he can. I have a feeling that if I get [Zurchin’s] job it will be full of IOU’s to [people]. Fortunately I am in good graces with 95% of [people] and the other 5% can fuck off [because] they can’t beat me.”
- vi. “Those 3<sup>3</sup> will take care of [you] trust me. They [are] on it. They hate her as much as us and get great pleasure out of busting her. LOL [you] will see.”
- vii. “I don’t think the board has ever not followed [the superintendent’s recommendation]. They always have. My [people] totally supported [you] so if [you] see them make sure [you] thank them. If it wasn’t

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<sup>1</sup> In reference to board members Defendant Locher, Smith and Defendant Keber.

<sup>2</sup> Referencing the Board Members.

<sup>3</sup> Referencing the Board Members.

for them [Dr. Zurchin would have] got her way again and [you would have] got fucked.”

b. Intent to physically harm Dr. Zurchin:

- i. “[Zurchin’s] just being a cunt. So she will just look worse in the end. Her days [are] numbered. And if she Fucks [with] [you] I will fuck [with] her.”
- ii. “I wanna beat her ass like [you] can’t believe. Just like in [high school]. I [would have] set her ass straight quick back then. I hate being nice. I’d rather fist fight.”
- iii. “I wanna punch both Tom and [Zurchin] in the twat. LOL.”
- iv. “I want to beat her ass for [you] and me and everyone else she has fucked with.”
- v. “[You] know I just wanna punch [Zurchin]. It’s not over [with] her. I don’t forget this stuff. Trust me.”

c. A desire to effectuate Dr. Zurchin’s discharge:

- i. “[You] think [Zurchin] would get the hint and leave.”
- ii. “Plus [Zurchin’s] on her way out. She will never beat us. She may beat us down but in the end we will win.”
- iii. “I’m done. It’s time. I can’t handle this anymore. I’m filing a complaint on her [with the Pennsylvania Department of Education]. I’ve had it . . . She won’t get away with this any longer.”

97. The messages evidence malice and indicate that Defendant Mealie worked in concert with School Board members, including Defendant Kowal, Defendant Locher, Defendant

Keber and Smith to undermine Dr. Zurchin in her professional capacity while violating obligations of confidentiality as to personnel and circumventing procedures to achieve that objective.

***Denial of Benefits of Employment and Pay Increase***

98. On July 1, 2015, Dr. Zurchin was denied a 2% pay increase.

99. All other active administrators in the district were not only given a 2% pay increase, but they were all given one-time bonuses ranging from \$1,000 to \$2,000.

100. Historically, the Superintendent would receive a raise consistent with the other administrators.

101. In July 2015, Defendant Locher indicated the board would not give raises to any individual who had not yet had an evaluation.

102. Then-Board President Mary Catherine Knafelc informed Defendant Locher that they had not evaluated Dr. Zurchin, a function that is the responsibility of the school board, was to be completed on or before June 30 of each year and therefore past due, and is expressly required by the terms of her contract.

103. Pursuant to both school district policy and the express terms of the employment contract with Dr. Zurchin, the board was required to schedule and perform the annual evaluation prior to the end of the school year.

104. By refusing to perform the evaluation and adhere to its policies and duties, the school board took this opportunity to deny Dr. Zurchin an increase which she was otherwise due.

105. Additionally, members of the Board actively interfered with the ability of Dr. Zurchin to attend educational conferences and required her to exhaust vacation days in order to attend although conference attendance is specifically permitted under the terms of her contract.

106. There was a purposeful and malicious intent to disregard written policies and procedures as well as contractual obligations so as to interfere with the terms and conditions of Dr. Zurchin's employment.

107. Upon information and belief and comparatively, the prior male Superintendent, despite having a similar contractual agreement, was not subjected to the same interference in the terms and conditions of his employment.

108. Defendants acted in concert and with a retaliatory intent to impact Dr. Zurchin's pay and other benefits of her employment.

### ***Constructive Discharge***

109. On October 12, 2015, Defendant Keber told the custodial staff that if they came to the special board meeting on Monday at 7:15 and looked up on the bridge, they would see Dr. Zurchin with her head in a noose hanging from the bridge.

110. That statement followed increasingly intensifying public actions by members of the board directed at fomenting public antipathy toward Dr. Zurchin, causing the firing of Dr. Zurchin, and scheduling meetings to occur in the absence of the Board President directed at that purpose.

111. The conduct of the board members actively and intentionally interfered with the ability of Dr. Zurchin to effectively perform the functions of Superintendent and put her in fear for her personal safety.

112. Defendants' actions, including but not limited to – multiple threats of physical harm, undermining Dr. Zurchin's obligations to protect students with disabilities, breaching her contract so as to interfere with her compensation, repeatedly treating her less favorably than male superintendents – were for the sole purpose of creating an abusive working environment and making Dr. Zurchin's job so impossible or so unbearable that she would be compelled to quit.

113. Defendant's abusive and threatening conduct was unrelenting from the outset of her employment, and specifically:

- a. June 2013 – Defendant Padgett threatens physical violence at board meeting;
- b. July 2013 – Board members Appel and Kehoe acknowledge that Padgett's behavior was "extremely abusive" and "out of control";
- c. July 2013 – Dr. Zurchin refuses to sign Settlement & Release Agreement regarding the Padgett incident;
- d. Fall 2013 – Local official encourages Dr. Zurchin to look the other way when challenged on issues by the hostile and vocal board members;
- e. November 2013 – Dr. Zurchin receives a warning from a local reporter covering the district who indicates, "I don't know if you realize to what extent they will go to stop your good work," referring to the board;
- f. June 2014 – Defendant Locher expresses to Dr. Zurchin that Dr. Zurchin should be glad Locher stopped at home to "drop my piece off" (her gun) first and that Dr. Zurchin should stay in her office;
- g. June 2014 – Defendant Locher brings obscene and offensive signs to hold up in executive session including one that said "STFU" (which stands for "shut the fuck up") and another with a middle finger pointing up;

- h. June 2014 – School board attempts to interfere on an extension for Dr. Zurchin to use her vacation days despite the fact that they extended that courtesy to the prior male superintendent;
- i. Summer 2014 – Defendant Kowal, in response to Padgett’s guilty plea, comments to Dr. Zurchin, “I will ruin you if it’s the last thing I do; if it means ruining this school district.”;
- j. September-December 2014 – Incident involving J.H., African American disabled student mistreated by police officer in school;
- k. October 2014 – Defendant Kowal refused to attend a training workshop by the Pennsylvania School Board Association to improve the relationship between the board and Dr. Zurchin;
- l. January 2015 – Dr. Zurchin is denied attendance at a previously approved training related to her role as superintendent, and upon information and belief, Defendant Kowal contacted other school districts to interfere in Dr. Zurchin’s ability to attend the conference;
- m. January 2015 – During executive session, Defendant Locher threatened Dr. Zurchin, “You will get a reaction from me. I am your girl. Step up to the plate. I am your girl!”;
- n. March 2015 – Dr. Zurchin participates in investigation of sexual harassment complaint against Defendant Mealie;
- o. March 2015 – Dr. Zurchin reports possible theft of district funds by the tax collector and is met with defensive and abusive language from Defendant Kowal;

- p. July 2015 – Denied a pay increase;
- q. October 2015 – Defendant Keber’s hanging from the bridge by a noose comment; and
- r. October 2015 – Dr. Zurchin commences medical leave.

114. Additionally, the text messages above (which Dr. Zurchin received in the course of her position as Superintendent and prior to her discharge), in which Dr. Zurchin is referred to as a “cunt” repeatedly, there are several threats of physical violence directed at her including:

- a. “And if she Fucks [with] [you] I will fuck [with] her”;
- b. “I wanna beat her ass like [you] can’t believe. Just like in [high school]. I [would have] set her ass straight quick back then. I hate being nice. I’d rather fist fight.”;
- c. “I wanna punch both Tom and [Zurchin] in the twat. LOL.”;
- d. “I want to beat her ass for [you] and me and everyone else she has fucked with”; and
- e. “[You] know I just wanna punch [Zurchin].”

115. Notably, there are **nine (9)** threats of physical violence directed to Dr. Zurchin in a less than a two-and-a-half-year period.

116. The combination of constant berating, threats of physical violence, actions intended to incite public opposition, efforts to undermine her professionally, and the intent to cause her physical harm caused Dr. Zurchin suffering physically, emotionally and economically.

117. As a result of the severe and pervasive conduct by Defendants that was truly unrelenting since the outset of her employment, Dr. Zurchin had to be hospitalized for stroke-like symptoms.

118. As the conduct of Defendants' became more abusive, Dr. Zurchin's health deteriorated to the point where she was put on blood pressure medication, developed rashes and suffered other physical harm.

119. Dr. Zurchin's physician for more than two decades diagnosed her with post-traumatic stress disorder, anxiety, and depression as a direct result of Defendant's conduct, which onset of symptoms did not occur until after her employment commenced with Ambridge SD and was a direct and proximate result.

120. As a direct and proximate result of the conduct of Defendants' culminating in a threat to her physical safety Dr. Zurchin realized a substantial "deleterious effect" on her health requiring medical leave.

121. Dr. Zurchin was caused to undertake an extended medical leave and ultimately was not released to return to work at Ambridge SD requiring disability retirement.

122. The medical leave commenced less than 24 hours after Defendant Keber's comment that she would be hanging by a noose from the bridge.

## **COUNT I**

### **SEX DISCRIMINATION (TITLE VII)**

#### **Zurchin v. Ambridge Area SD**

123. The above paragraphs are incorporated as though each paragraph were set forth fully herein.

124. Defendant Ambridge SD, acting through its agents, servants, administrators and employees, discriminated against Dr. Zurchin on the basis of sex in violation of Title VII.

125. On information and belief, Defendant Ambridge SD and its agents, servants, administrators and employees, followed a practice of discrimination against Dr. Zurchin because of her sex, female, in violation of Title VII and in particular, § 703, in the following respects:

- a. By evidencing a desire to hire a less qualified male candidate over Dr. Zurchin;
- b. By engaging in a pattern of conduct after Dr. Zurchin's hiring directed at undermining her professional credibility and harming her reputation both within the education system and with the public because of her sex;
- c. By refusing to follow the directives of its policies and/or contractual obligations with respect to her performance evaluation;
- d. By treating her differently than her male predecessor with respect to the terms and conditions of her employment;
- e. By interfering in her compensation by withholding her annual pay increase when all other active administrators in the district were not only given a 2% pay increase, but they were all given one-time bonuses ranging from \$1,000 to \$2,000;
- f. By interfering in her request for an extension to use vacation days, a courtesy extended to the prior male superintendent;
- g. By engaging in repeated threats of physical violence toward her;
- h. By interfering in her contractual right to attend conferences;
- i. By micromanaging the day-to-day functions of Dr. Zurchin's position and not similarly holding the prior male superintendent to the same level of scrutiny;

- j. By engaging in, tolerating or failing to prevent the unlawful conduct set forth above;
- k. By encouraging other individuals to engage in a similarly sexually hostile and threatening environment for the purpose of interfering with the terms and conditions of Dr. Zurchin's employment;
- l. By fostering, promoting and/or permitting a hostile work environment;
- m. By failing to take appropriate action to prevent the continuation of a hostile work environment; and
- n. By failing to take affirmative action to correct the unlawful employment practices as alleged herein.

126. The route of the animus derived from an express preference to hire a less-qualified candidate on the basis of sex violates Title VII of the Civil Rights Act of 1964, as amended.

127. Upon information and belief, Dr. Zurchin was treated differently in the terms and conditions of her employment than both her male predecessor and male successor.

128. Upon information and belief, Dr. Zurchin's male predecessor and successor were not subjected to the same hostility, scrutiny, or interference in the terms and conditions of their employment as was experienced by Dr. Zurchin.

129. The animus underlying this sex discrimination claim is evidenced from the outset of Dr. Zurchin's employment in the form of hostility that existed then and became increasingly severe because the district hired a female superintendent.

130. As a direct and proximate result of the unlawful conduct of Ambridge SD, Dr. Zurchin was deprived of her job and lost income in the form of wages, benefits and future job opportunities.

131. In addition to actual damages including loss of wages and benefits incident to employment, the effects of the conduct of Defendant includes, but is not limited to, that Dr. Zurchin was unlawfully constructively discharged from her employment, that she suffered humiliation and embarrassment among her colleagues and peers, that she was discriminated against in ways which jeopardized her career and deprived her of employment opportunities, thereby adversely affecting her status as an employee of Defendant because of her sex in violation of Title VII.

132. Defendant's conduct as set forth in this Complaint constitutes an intentional and willful violation of Title VII.

133. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

134. As a result of Defendant's outrageous, unjustified and unlawful conduct, Dr. Zurchin is entitled to punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

**COUNT II**

**RETALIATION (TITLE VII)**

**Zurchin v. Ambridge Area SD**

135. The above paragraphs are incorporated as though each paragraph were set forth fully herein.

136. Dr. Zurchin's conduct is protected under Title VII's anti-retaliation provision which seeks to protect individuals who oppose employment practices prohibited by Title VII. 42 U.S.C. § 2000e-1, *et seq.*

137. Dr. Zurchin opposed the discrimination of special education and minority students and was met with retaliatory action after complying with appropriate reporting procedures.

138. Dr. Zurchin also participated in and complied with appropriate reporting procedures with respect to an allegation of sexual harassment by a district employee and was again met with adversity in the terms and conditions of her employment (i.e., pay, constructive discharge).

139. The retaliatory action taken by Defendant with respect to the terms and conditions of Dr. Zurchin's employment would deter an objectively reasonable employee from seeking legal recourse; it creates a chilling effect on protected activity.

140. Dr. Zurchin, as the school district's leader, had an obligation to oppose all forms of discrimination and provide a safe work environment.

141. The conduct facilitated by the board members and other administrative personnel evidences an attempt to undermine that objective and instead promote discriminatory behavior and retaliatory consequences for attempting to stop it.

142. The conduct of the board members rose to such a level as to create a hostile work environment such that no reasonable employee could be expected to remain in Dr. Zurchin's position.

143. As a result of Defendant's conduct, Dr. Zurchin has been subjected to a pervasive and hostile work environment directed at compelling her resignation or termination, depriving her of professional opportunities, causing her emotional distress, mental anguish, inconvenience, humiliation and loss of enjoyment of life.

144. In addition, Dr. Zurchin has and continues to incur economic harm as a consequence of Defendant's conduct.

145. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

146. As a result of Defendant's outrageous, unjustified and unlawful conduct, Dr. Zurchin is entitled to punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

### **COUNT III**

#### **SEX DISCRIMINATION & RETALIATION (PHRA)**

##### **Zurchin v. Ambridge SD, Keber, Kowal, Locher, and Padgett**

147. The preceding paragraphs are incorporated as though each paragraph were set forth fully herein.

148. The discrimination set forth in Counts I and II violates the PHRA, which specifically prohibits discrimination based on an employee's sex.

149. Defendants, collectively and individually, discriminated against Dr. Zurchin in the terms, conditions and privileges of employment because of her sex and because of her opposition to a discriminatory work environment as set forth in more detail above.

150. The conduct of Defendants, in addition to being discriminatory, also constitutes retaliation in violation of the PHRA.

151. Defendants acted maliciously or with reckless indifference to Dr. Zurchin's rights under the PHRA.

152. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of her job and has lost income in the form of wages, benefits, and future job opportunities.

153. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

**COUNT IV**

**42 U.S.C. § 1983**

**Zurchin v. All Defendants**

154. The preceding paragraphs are incorporated as though each paragraph were set forth fully herein.

155. Dr. Zurchin, a female, is a member of a protected class under discrimination laws and was discriminated against in the course of her employment because of her sex, resulting in a deprivation of her rights and equal protection under the law.

156. Defendants evidenced their animus at hiring a female superintendent that began at the outset of Dr. Zurchin's employment and became increasingly more hostile during the duration of her employment.

157. As a direct and proximate result of Defendants' discrimination on the basis of sex and as a deprivation of her rights under the Equal Protection Clause of the United States Constitution, Dr. Zurchin was forced to take a medical leave and resign her position as Superintendent of Ambridge SD, a position for which she was qualified and competent.

158. Defendants at all time material hereto were acting under color of state law.

159. Defendants' acted with the purpose and intent to deprive Dr. Zurchin of equal protection under the law because of her sex and did not evidence the same intent as to similarly-situated men.

160. As a direct and proximate result of Defendants' discrimination on the basis of sex and as a deprivation of her rights under the Equal Protection Clause of the United States Constitution, Dr. Zurchin suffered injuries stated herein including, but not limited to, lost income in the form of wages, benefits, future job opportunities, mental anguish, pain, suffering, inconvenience and humiliation.

161. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of the rights, privileges and immunities available to her under the law.

162. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of her job and has lost income in the form of wages, benefits, and future job opportunities.

163. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

164. As a result of Defendant's outrageous, unjustified and unlawful conduct, Dr. Zurchin is entitled to punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

## **COUNT V**

### **RETALIATION**

#### **(SECTION 504 OF THE REHABILITATION ACT OF 1973)**

#### **Zurchin v. Ambridge SD**

165. The preceding paragraphs are incorporated as though each paragraph were set forth fully herein.

166. Under the anti-retaliation provision of Section 504 of the Rehabilitation Act of 1973, "[n]o recipient ... shall intimidate, threaten, coerce, or discriminate against any individual for the purposes of interfering with any right or privilege secured by [the Act], or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing..." 34 C.F.R. § 100.7(e).

167. As indicated above, Dr. Zurchin faced retaliation in the terms and conditions of her employment for opposing the disability discrimination of an African American student.

168. Specifically, Dr. Zurchin engaged in a series of protected actions by alerting appropriate individuals/entities of the mistreatment of the student in violation of the law and, more specifically, in violation of the Rehab Act.

169. Dr. Zurchin was met with similar resistance and outrage when she suggested offering a summer school graduation ceremony which would serve to recognize students with special needs and other struggling students in the district that were able to complete their coursework within an additional few months.

170. This programming was rejected outright by Defendant Locher who stated, "Fuck those kids," in reference to the special needs students.

171. The Board, at the urging of Defendant Locher, rejected the proposal.

172. These incidents shed light on the Board's animosity to students with special needs and other struggling students and directed interference with Dr. Zurchin's attempts to satisfy those student's needs and rights under the law.

173. The conduct facilitated by the board members and other administrative personnel evidences an attempt to undermine that objective and instead promote discriminatory behavior and retaliatory consequences for attempting to stop it.

174. The conduct of the board members rose to such a level as to create a hostile work environment such that no reasonable employee could be expected to remain in Dr. Zurchin's position.

175. As a direct and proximate result of her report regarding the mistreatment of a disabled student and in response to her suggestion to honor and recognized graduating special

education and struggling students, Defendants engaged in a pattern of conduct intended to deprive Dr. Zurchin of compensation owed to her and ultimately resulting in her constructive discharge.

176. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of her job and has lost income in the form of wages, benefits, and future job opportunities.

177. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

178. As a result of Defendant's outrageous, intentional and/or reckless and wanton misconduct, Dr. Zurchin is entitled to punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

## **COUNT VI**

**42 U.S.C. § 1985(3)**

### **Zurchin v. Keber, Kowal, Locher, Mealie, and Padgett**

179. Plaintiff incorporates the preceding paragraphs as though each paragraph were set forth fully herein.

180. Dr. Zurchin, a female, is a member of a protected class under discrimination laws and was discriminated against in the course of her employment because of her sex, resulting in a deprivation of her rights and equal protection under the law.

181. Individual defendants Keber, Kowal, Locher, Keber, Mealie, and Padgett engaged in a conspiracy with the intent to deprive Dr. Zurchin of equal protection of the law.

182. Individual defendants Keber, Kowal, Locher, Keber, Mealie, and Padgett engaged in an invidious, class-based animus by not conspiring to deprive similarly situated male superintendents of equal protection under the law.

183. This animus is evidenced from the outset of Dr. Zurchin's employment and the hostility that existed then and became increasingly severe because the district hired a female superintendent.

184. Clear evidence of the conspiracy is established in the text message exchange:

- a. "Those 3 [referencing school board members] will take care of [you] trust me. They [are] on it. They hate her as much as us and get great pleasure out of busting her. LOL [you] will see.";
- a. "Plus [Zurchin's] on her way out. She will never beat us.";
- b. "[You] know I just wanna punch [Zurchin]. It's not over [with] her. I don't forget this stuff. Trust me."; and
- c. "I don't think the board has ever not followed [the superintendent's recommendation]. They always have. My [people] totally supported [you] so if [you] see them make sure [you] thank them. If it wasn't for them she [would have] got her way again and [you would have] got fucked."

185. Further evidence of the conspiracy is through Defendants' actions to persuade other board members through hostile and threatening tactics to vote against Dr. Zurchin in her initiatives for the district and to encourage other board members to acquiesce in interfering in the terms and conditions of Dr. Zurchin's employment, including her compensation.

186. Defendants at all times material hereto were acting under color of state law.

187. Defendants acted with the purpose and intent to deprive Dr. Zurchin of equal protection under the law because of her sex and did not evidence the same intent as to similarly-situated men.

188. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of the rights, privileges and immunities available to her under the law.

189. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of her job and has lost income in the form of wages, benefits, and future job opportunities.

190. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

191. As a result of Defendants' outrageous, unjustified and unlawful conduct, Dr. Zurchin is entitled to punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

## **COUNT VII**

### **BREACH OF CONTRACT**

#### **Zurchin v. Ambridge SD**

192. Plaintiff incorporates the preceding paragraphs as though each paragraph were set forth fully herein.

193. In July 2013, Dr. Zurchin and Ambridge SD entered into a written agreement regarding her employment as Superintendent at Ambridge SD. (Exhibit 1)

194. The contract, dated July 1, 2013 through June 30, 2017, was executed on March 20, 2013 so that Dr. Zurchin could commence employment at a time prior to the July 1 contract date.

195. Paragraph 4 of the contract states:

**Assessment of Performance.** It is agreed by the parties hereto that a regular, annual formal assessment of performance shall be the means by which the School District shall assess the performance of the Superintendent. Such assessment of performance shall be conducted place [sic] no later than June 30<sup>th</sup> each school year unless the Board and Superintendent agree otherwise. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent. An Evaluation Instrument or format agreed upon by both parties to this Agreement shall be utilized. Each judgment made shall be supported by rational and objective evidence. Both parties agree that the performance assessment made shall be privileged and that the Board Members shall respect the confidentiality of the discussions. Board Members shall not reveal confidential information about the Superintendent's performance assessments. Nothing contained herein shall prevent the School District from using any such evaluation in a hearing brought under the School Code only in regard to removal of the Superintendent...

196. Paragraph 6 of the contract states:

**Salary.** For the first year of her appointment, the Superintendent shall be paid an annual salary of \$135,000. Increases in future years of this Agreement shall be determined by the Board of School Directors based upon the assessment of performance as contained in Paragraph 4 and is exclusively within the discretion of the School Board. The Superintendent's salary may not be reduced without her consent.

197. Under the express terms of the contract, Dr. Zurchin was to have a performance assessment on or before June 30, 2015.

198. Dr. Zurchin and the Board of School Directors did not have any other agreement outside the express terms stated therein.

199. Dr. Zurchin did not receive a performance assessment on or before June 30, 2015.

200. Such conduct by Defendant and its agents is a breach of the express terms of the agreement.

201. There was no material violation by Dr. Zurchin of the contract between the parties.

202. As a direct and proximate result of the aforementioned breach of the contract, Dr. Zurchin has suffered harm.

203. Specifically, Dr. Zurchin was deprived of compensation owed to her under the express terms of the contract.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

### **COUNT VIII**

#### **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

##### **Zurchin v. Keber, Kowal, Locher, Mealie, Padgett**

204. Plaintiff incorporates the preceding paragraphs as though each paragraph were set forth fully herein.

205. In July 2013, Dr. Zurchin and Ambridge SD entered into a written agreement regarding her employment as Superintendent at Ambridge SD. (Exhibit 1)

206. The conduct of individual Defendants Keber, Kowal, Locher, Mealie, and Padgett served to tortuously interfere with Dr. Zurchin's employment relationship with Ambridge SD as well as with the express terms of her contract.

207. Individual defendants Keber, Kowal, Locher, Keber, Mealie, and Padgett were not parties to the contract.

208. In addition to interfering with specific terms of the contract, as set forth in Count VII above, Defendants intended to and were successful in interfering in the employment relationship that existed between Dr. Zurchin and Ambridge SD.

209. Throughout the course of Dr. Zurchin's employment with Ambridge SD, Defendants actively interfered with Dr. Zurchin's ability to effectively perform her job including, but not limited to, micromanagement of her day-to-day responsibilities, prohibiting her from attending conferences which were permitted under the terms of her contract, opposing recommendations to remove a School Resource Officer from school grounds after he violated a disabled student's rights, and retaliating against her for participating in a legally-protected process.

210. Further, upon information and belief, Defendants conspired with members of the public to spread false rumors and unsubstantiated claims regarding Dr. Zurchin's efficacy as superintendent.

211. Defendants, by their malicious conduct, evidenced a knowing disregard for the terms and conditions of the contract and evidenced a reckless disregard for the rights of the parties under the contract by engaging in conduct intended to defy the contract's terms and substantially impair Dr. Zurchin's employment relationship with Ambridge SD.

212. Defendants engaged in a pattern of conduct with the purpose of undermining Dr. Zurchin's professional credibility and harming her reputation both within the education system and with the public.

213. Defendants' conduct had the effect of interfering with Dr. Zurchin's contract and employment relationship with Ambridge SD.

214. Defendants' conduct under the circumstances evidenced a reckless disregard for the rights of Dr. Zurchin and/or was intentional.

215. Defendant's conduct was neither privileged nor justified.

216. As a direct and proximate result of the interference, Dr. Zurchin was deprived of the benefits of her contract and harmed in her employment relationship with Ambridge SD.

217. As a direct and proximate result of the interference, Dr. Zurchin was deprived of an increase in compensation that was otherwise due and owing to her.

218. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin was deprived of her job and has lost income in the form of wages, benefits, and future job opportunities.

219. As a direct and proximate result of Defendants' unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

220. The conduct of individual defendants Keber, Kowal, Locher, Keber, Mealie, and Padgett was willful, wanton, outrageous and/or done in reckless disregard of the rights of Dr. Zurchin, supporting an award of punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

**COUNT IX**

**WRONGFUL DISCHARGE**

**Zurchin v. Ambridge SD**

221. Plaintiff incorporates the preceding paragraphs as though each paragraph were set forth fully herein.

222. As stated above, Dr. Zurchin entered into an employment agreement with Ambridge SD which set forth the terms and conditions of her employment including, but not limited to, grounds for termination.

223. Specifically, paragraph 12 of the contract indicates that Ambridge SD may terminate Dr. Zurchin's employment "for cause pursuant to the Public School Code of 1949, as amended."

224. Defendants engaged in a course of conduct that sought to evade various obligations under the contract and compel Dr. Zurchin's resignation, knowing that there were no grounds to terminate her employment for cause under the terms of the contract.

225. Such conduct resulted in the wrongful discharge of Dr. Zurchin's employment.

226. In addition, Dr. Zurchin's discharge is the result of a pattern and practice of retaliatory conduct directed at interfering with and chilling her legally protected rights.

227. Should this Court indicate that a public policy exception be established as a component of a wrongful discharge claim, Pennsylvania recognizes a public, societal interest in protecting victims of crimes.

228. Notably, Pennsylvania has a variety of legal resources, both statutory and administrative, that evidence this societal interest including, but not necessarily limited to –

Pennsylvania Crime Victim's Act (18 P.S. § 11.101), Crime Victims' Employment Protection Act (18 Pa.C.S.A. § 4957(a)), Pennsylvania's Office of Victim Advocate, Pennsylvania Victims Compensation Assistance Program.

229. The importance of the public policy interest is enumerated in the Pennsylvania Crime Victims Act which states, "In recognition of the civil and moral duty of victims of crime to fully and voluntarily cooperate with law enforcement and prosecutorial agencies and in further recognition of the continuing importance of victim cooperation to State and local law enforcement efforts and the general effectiveness and well-being of the criminal justice system of this Commonwealth, all victims of crime are to be treated with dignity, respect, courtesy and sensitivity."

230. Dr. Zurchin's discharge is in violation of the public policy expressed by the Commonwealth in permitting and encouraging victims of crime to pursue their claims.

231. Not only is Defendant's conduct a violation of Dr. Zurchin's legally protected right as a victim of a crime, but it is particularly egregious when an agent of the school district (Defendant Padgett) was the perpetrator of the crime.

232. Further, upon entry of Padgett's plea, Defendant Kowal stated, "I will ruin you if it's the last thing I do; if it means ruining this school district."

233. The conduct of Defendant Kowal and other agents of the school district thereafter served to achieve that wrongful purpose.

234. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin was deprived of her job and has lost income in the form of wages, benefits, and future job opportunities.

235. As a direct and proximate result of Defendant's unlawful conduct, Dr. Zurchin has suffered physical harm, pain, suffering, inconvenience, mental anguish and loss of enjoyment of life.

236. The conduct of Defendant was willful, wanton, outrageous and/or done in reckless disregard of the rights of Dr. Zurchin, supporting an award of punitive damages.

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests the Court grant the relief prayed for hereinafter.

### **CONCLUSION**

WHEREFORE, for the foregoing reasons, Plaintiff CYNTHIA ZURCHIN, Ed.D. requests that the Court grant the following relief against Defendants including, but not limited to, the following:

- a) Compensation for past and future lost wages;
- b) Compensation for past and future lost benefits;
- c) General compensatory damages including but not necessarily limited to, physical harm, pain, suffering, inconvenience, mental anguish, loss of enjoyment of life and harm to reputation;
- d) Defendants be enjoined from discriminating or retaliating against Plaintiff in any manner prohibited by any of the statutes referenced herein;
- e) Expert fees and other costs of suit;
- f) Attorney's fees;
- g) Punitive damages as appropriate; and
- h) Such further legal and equitable relief as this court deems just and proper.

**JURY TRIAL DEMANDED**

Respectfully submitted,

*s/Vicki Kuftic Horne*  
Vicki Kuftic Horne, Esquire  
Attorney for Plaintiff

P.A. I.D. No.: 36578  
1380 Old Freeport Road  
Suite 3A  
Pittsburgh, PA 15238  
Phone: 412.967.9400  
Fax: 412.967.0465  
E-mail: [vkhorne@vkhorne.com](mailto:vkhorne@vkhorne.com)