

FILED

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA**

15 SEP 11 PM 1:28

U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT  
OF INDIANA



Angela E. Brooks-Ngwenya, )  
PLAINTIFF )  
[Type or print your name on the line above] )

Provided by: )  
Overhauser Law Offices LLC )  
www.iniplaw.org )  
www.overhauser.com v. )

The Mind Trust, )  
DEFENDANT )  
[Type or print only the name of the first )  
person you are suing. List everyone you )  
are suing on page 2.] )

Cause No. **1:15CV 255 JD**

[Leave this blank, the clerk will  
supply the cause number when  
your case is received.]

**COMPLAINT  
42 U.S.C. § 1983**

I. PARTIES

A. PLAINTIFF [You are the plaintiff in this lawsuit. Neatly print or type your information below.]

1. Angela E. Brooks-Ngwenya  
Name: First Middle Last

2. What is your address: 4731 Glenmary Drive, Fort Wayne, IN 46806

Phone number ( 317 ) 205-6507

B. DEFENDANT(S) How many defendants are you suing: 5

[The defendants are the people you are suing. Print or type the defendant's name, job title, the state or local government agency the defendant works for, and the address of that government agency. Remember to include the defendant you named in the caption on page one. If you are suing more than one defendant, number them.]

#	Defendant's Name	Job Title/Government Agency	Work Address
1.	The Mind Trust, 1001 N. Meridian St. (Ste. 450) Indianapolis, IN 46202		
2.	United Way of Central Indiana 3901 N. Meridian St. Indianapolis, IN 46208		
3.	Central Indiana Education Alliance 420 University Blvd. Indianapolis, IN 46202		
4.	Phalen Leadership Academies 2323 N. Illinois St. Indianapolis, IN 46208		
5.	Indianapolis Public Schools 120 E. Walnut St. Indianapolis, IN 46202		

## II. CAUSE(S) OF ACTION WITH SUPPORTING FACTS

Write why you are suing each defendant. Write who, what, when, where, and how you believe your rights were violated. It is **VERY IMPORTANT** that you use each defendant's name in describing what happened to you. If you do not write what each defendant did, the court will not know why you are suing and that defendant will be dismissed.

Explain what constitutional or federal law right, privilege or immunity each defendant violated. Do not cite or quote cases or statutes. If you want to make legal arguments or citations, you must file a separate memorandum of law. Do not attach it to this complaint.

Write a new paragraph for each violation. Name each defendant involved in that violation.

**Number your paragraphs.**

1. Plaintiff has legal copyrights on the Bridges To Success Education School Model and the Phalen Leadership Academies Education School Model that the above four entities are currently utilizing and promoting.  
Plaintiff piloted the Transitioning Into Responsible Students Model @ Gambold Middle School (2002-03). Thereafter; Indianapolis Public School Administrators terminated her and promoted the Transitioning Into Responsible Students Model without her permission to the above four entities.
2. Plaintiff filed against Indianapolis Public Schools on December 4, 2004. Indianapolis Public Schools partially settled the lawsuit on June 20, 2005. The Race and Gender Discrimination was settled at that time. The Copyright Infringement was never settled. The Defendant's Attorney presented statements of misrepresentation and won Summary Judgment.
3. Judge Sue V. Shields issued a Stipulation that the Marion County claims were protected and were not a part of the settlement.
4. The Copyrights, Settlement and Stipulation (attached):

Cause(s) of Action with Supporting Facts (continued)

Plaintiff piloted Transistioning Into Responsible Students @ Gambold Middle School, Francis Scott Key Learning Center from October, 2002- June, 2003.

Indianapolis Public Schools has promoted Transitioning Into Responsible Students as the following: Gambold Chartwell, Gambold Pre-Nine, Success by Six, Pacers Academy, Pacers Academy Exemplary, Bridges To Success and Phalen Leadership Academies. There are other entities currently utilizing TIRS Model.

2003, Indianapolis Public Schools promoted TIRS Model to the Mayor's Charter School Association. Andrew Brown Academy won an Innovations Award.

III. PREVIOUS LAWSUITS

Have you ever sued anyone for the same things you wrote about in this complaint?

NO  YES - *[Print or type the following information about the case. Attach additional sheets if there is more than one prior case.]*

Court: US District Court Southern Division (Indianapolis, IN)

Judge: Sue V. Shields Docket Number: 1:04-cv-01980-SEB-VSS

Date filed: 12/3/2004 Date closed: 6/20/2005

IV. RELIEF

Write exactly what you want the court to do for you. This court cannot order that a defendant be fired, investigated, or criminally prosecuted.

Plaintiff is requesting a Mediation Hearing with the above entities to resolve this dispute. Plaintiff is requesting that this court will enforce the Cease and Desist Order until a settlement is established.

Thereafter, Plaintiff will relinquish all rights to TIRS Program.

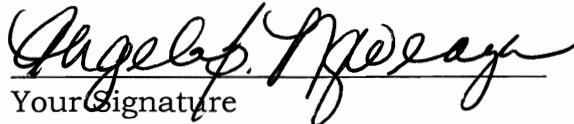
Defendants are in violation of (ADA) Americans Disability Act, (EPA) Environmental Protection Act and (ADEA) Americans Disability Employment Act. Defendant, IPS, ignored and improperly dismissed the Disability Claims that were filed in Marion County.

V. VERIFICATION AND SIGNATURE

**Initial Each Statement and Sign at the Bottom**

- I have included two properly completed summons forms (available from the clerk) for each defendant I am suing, including full name, job title and work address.
- I have included one properly completed process receipt and return form (USM-285) (available from the U.S. Marshal) for each defendant I am suing.
- In addition to this complaint with an original signature, I have included one copy of this complaint for each defendant and one extra for the court.
- I have included full payment of the filing fee **OR** attached a properly completed petition to proceed *in forma pauperis* (available from the clerk).
- I agree to promptly notify the clerk of any change of address.
- I have read all of the statements in this complaint. *[Do not forget to keep a copy for your records.]*
- I declare **under penalty of perjury** that the foregoing is true and correct.

Signed this 28 day of August, 2015.

  
Your Signature

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America



**Form TX**

For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

REGISTRATION

**TX 6-628-223**



TXU

EFFECTIVE DATE OF REGISTRATION

Month May Day 26 Year 2006

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

TITLE OF THIS WORK ▼

TRANSITIONING INTO RESPONSIBLE STUDENTS

PREVIOUS OR ALTERNATIVE TITLES ▼

TIRS

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

ALL PUBLIC SCHOOL SYSTEMS

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2**

NAME OF AUTHOR ▼

**a** Ms. Angela E. Brooks-Ngwenya

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of USA  
Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼  
June 17, 1955

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

At Risk Children, School within a school, upgrade academics and improve behavior.

NAME OF AUTHOR ▼

**b** N/A

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of \_\_\_\_\_  
Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

**c** N/A

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of \_\_\_\_\_  
Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

**3**

**a** YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases. 2002

**b** DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Complete this information ONLY if this work has been published. Month NOVEMBER Day 1 Year 2002 Nation

**4**

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Ms. Angela E. Brooks-Ngwenya  
3119 Abbott St.

Fort Wayne, IN 46806

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE OFFICE USE ONLY

ONE DEPOSIT RECEIVED  
III 25 2007

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

See instructions before completing this space.

Amended by C.O. from phone call to Angela E. Brooks-Ngwenya on November 7, 2007

EXAMINED BY <i>OKM</i>	FORM TX
CHECKED BY	
<input checked="" type="checkbox"/> CORRESPONDENCE	FOR COPYRIGHT OFFICE USE ONLY
<input type="checkbox"/> Yes	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

This is the first published edition of a work previously registered in unpublished form.

This is the first application submitted by this author as copyright claimant.

This is a changed version of the work, as shown by space 6 on this application.

Your answer is Yes. Give previous registration number.

Year of registration.

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

~~Indianapolis Public Schools Title Programs - Tax form and letter~~

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

~~Gambold-Chartwell (Thelma McG Kinney), Gambold Pre-nine (Joe Warren), Pacers Academy (Duncan Pritchett), Pacer's Academy Exemptary (Duncan Pritchett) and Indianapolis Public Schools Blue Ribbon Programs (Duncan Pritchett). All additional text is new~~ *(Exemptary)*

See instructions before completing this space.

a 6

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name Account Number

N/A

N/A

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip

Ms. Angela E. Brooks-Ngwenya  
3119 Abbott St.  
Fort Wayne, IN  
Area code and daytime telephone number 260-744-3373 or 447-7791

b

Check only one  other copyright claimant  owner of exclusive right(s)  authorized agent of Ms. Angela E. Brooks-Ngwenya

8

typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Date

Handwritten signature

*Angela E. Brooks-Ngwenya*

certificate will be mailed in envelope with this address:

Name	Ms. Angela E. Brooks-Ngwenya
Number/Street/Apt	3119 Abbott St.
City/State/Zip	Fort Wayne, Indiana 46806

**YOU MUST:**

- Complete all necessary spaces
- Sign your application in space 8

**SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:**

- Application form
- Nonrefundable filing fee in check or money order payable to Register of Copyrights
- Deposit material

**MAIL TO:**

Library of Congress  
Copyright Office  
101 Independence Avenue SE  
Washington, DC 20559-6222

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REC'D AUG 18 2005

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT ("Agreement") is entered into this 20<sup>th</sup> day of June, 2005, by and between Angela E. Brooks-Ngwenya (hereinafter referred to as the "Releasing Party"), AND, Indianapolis Public Schools (hereinafter collectively referred to as the "Released Party").

WHEREAS, on December 3, 2004, the Releasing Party, filed her Complaint in the U.S. District Court for the Southern District of Indiana - Indianapolis Division, and on February 7, 2005, the Released Party filed its Answer to the Complaint and Affirmative Defenses. On February 28, 2005, the Released Party filed its Amended Answer to the Complaint. On May 4, 2005, the Releasing Party filed her Amended Complaint against the Released Party and on June 2, 2005, the Released Party filed its Answer to the Amended Complaint. This action was captioned as Angela Brooks-Ngwenya v. Indianapolis Public Schools, under Case Number 1:04-CV-001980. The Releasing Party's claim against the Released Party is for discrimination based on race and gender in her former employment with the Indianapolis Public Schools.

WHEREAS, the Released Party denies all liability and responsibility for any damages or injuries to the Releasing Party as a result of his Claims, and it is specifically understood that the liability for their damages is disputed; and

WHEREAS, the Parties desire to enter into this Agreement in order to provide for certain payments and undertakings in full settlement and discharge of all claims against the Released Party stated herein which have or might be made by the Releasing Party by reason of the Claims, upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the payments, covenants and obligations hereinafter set forth the Parties hereto mutually agree as follows:



I. WARRANTIES

A. All Parties warrant and represent, each to the other, that they have been fully informed and have full knowledge of the terms, conditions and effects of this Agreement.

B. All Parties warrant and represent, each to the other, that they have personally fully investigated all facts surrounding the various claims, controversies and disputes, and are fully satisfied with the terms, conditions and effects of this Agreement.

C. All Parties warrant and represent, each to the other, that no promise or inducement has been offered or made except as herein set forth, and that this Agreement is executed without reliance upon any statement or representation by any other party or the agent of any other party.

II. RELEASE AND DISCHARGE

A. For and in consideration of the undertakings and payment of the amounts set forth herein, the sufficiency of which is hereby acknowledged, the Releasing Party does hereby RELEASE, ACQUIT AND FOREVER DISCHARGE the Released Party, as well as his officers, directors, attorneys, representatives, employees, associates, partners, agents, servants, insurers, predecessors and successors in interest, assigns, subsidiaries, affiliates, and all other persons, firms, corporations, associations or partnerships or any other entity with whom any of the former have been, are now, or may hereafter be connected or affiliated, of and from any and all past and present claims, whether known or unknown (arising out of the Releasing Party's employment) (or lack thereof), between October 26, 1998 and October 16, 2003, by the Released Party, as of June 20, 2003, EXCEPT for the claims presently included in litigation pending in Marion County, Indiana believed to be pursued by the Releasing Party under (Cause Number (49C01-0504-PL-0013582))

B. This release and discharge shall be a fully binding and complete settlement among the Parties hereto and their heirs, assigns, and successors.



C. All Parties to this document acknowledge and agree that the release and discharge set forth above is a general release. All Parties hereto expressly waive and assume the risk of any and all claims for damages which exist as of this date (EXCEPT for the claims already commenced in the Circuit Court of Marion County, Indiana), but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Agreement. All Parties hereto further agree that they have accepted the covenants hereto and the payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. All Parties assume the risk that the facts or law may be other than what they believe. It is understood and agreed to by the Parties that this Agreement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Released Party, by which liability is expressly denied.

### III. COVENANTS BY THE RELEASING PARTY

A. Consideration. In consideration for this Settlement Agreement and Release, the Releasing Party agrees to undertake the following:

1. To dismiss with prejudice the litigation currently pending in the United States District Court for the Southern District of Indiana, Indianapolis Division under Case No. 1:04-CV-001980 Angela E. Brooks-Ngwenya v. Indianapolis Public Schools.
2. To agree to be bound by the confidentiality provision contained in this Agreement.

### IV. COVENANTS BY THE RELEASED PARTY

A. Consideration. In consideration for this Settlement Agreement and Release, the Released Parties agrees to the following:

1. To pay Angela E. Brooks-Ngwenya, the total sum of Five Thousand Dollars (\$5,000.00), representing her recovery for any and all damages in this litigation as against the Released Party for her claims as described herein this Agreement.

V. MISCELLANEOUS PROVISIONS

A. Additional Instruments. Additionally, each Party agrees that they shall execute and deliver any further instruments of assignment and all notices and other documents as may be necessary to implement fully the terms and provisions hereof.

B. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective executors, administrators, personal representatives, heirs, descendants, successors and assigns and legal representatives.

C. Agreement to Survive. All warranties, covenants and agreements contained herein shall survive this Agreement.

D. No Liability Admitted. Each Party understands that this Agreement is a compromise and settlement of a disputed claim; that acceptance of any benefit pursuant to this Agreement is intended merely to terminate present controversy, and that acceptance of benefits under this Agreement is not to be construed as an acquiescence by such Party to the claims and allegations of other Parties.

E. Tax Consequences. The Releasing Party acknowledges that she is solely responsible for any tax consequences as a result of the sum paid in this Settlement Agreement. Furthermore, the Releasing Party agrees to forever indemnify and hold harmless the Released Party from any liability, loss and expense incurred in the form of back taxes, social security taxes and other tax liability as a consequence of this Settlement Agreement.

F. Representation of Comprehension of Documents. In entering into this Agreement, the Releasing Party represents that she has completely read all provisions in this Agreement and that she fully understands and voluntarily accepts the terms contained herein.

G. Entire Agreement. This Agreement constitutes the entire agreement among and between the Parties pertaining to the subject matter contained herein.

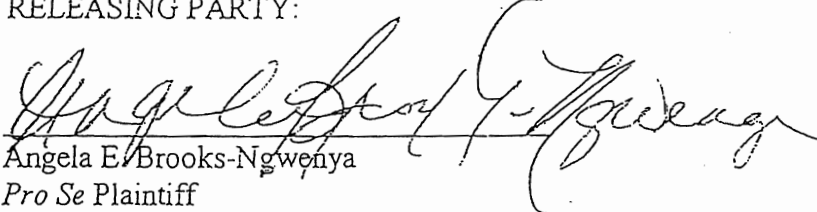
H. Law Governing. The validity, construction, interpretation and administration of this Agreement shall be governed by the substantive laws of the State of Indiana.

I. Confidentiality. The parties hereto agree that neither they nor their representatives shall reveal to anyone, except their spouses and others as may be mutually agreed to in writing, any of the terms of the Settlement Agreement or any of the amounts, numbers, or terms and conditions of any sums payable to any party thereunder, except as required by law.

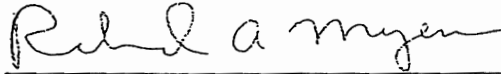
J. Titles, Headings and Captions. All titles, headings and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement effective as of the day set forth above.

RELEASING PARTY:

  
Angela E. Brooks-Ngwenya  
Pro Se Plaintiff

RELEASED PARTY:



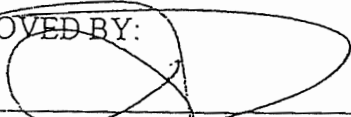
Printed Name:

RICHARD A. MYERS

Indianapolis Public Schools

Defendant

APPROVED BY:

  
John M. T. Chavis, II, Esq.  
LOCKE REYNOLDS LLP  
201 North Illinois Street, Suite 1000  
Post Office Box 44961  
Indianapolis, Indiana 46244-0961  
Phone: (317) 237-3800

Attorney for the Defendant,  
Indianapolis Public Schools

638225\_1

June 2005


Settlement Agreement

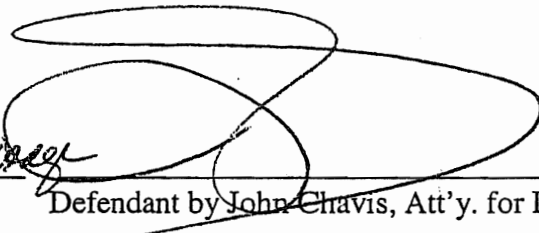
Plaintiff agrees to take, and defendant agrees to pay, the sum of Five Thousand Dollars (\$5,000) in full settlement of this litigation.

In return for the payment, plaintiff agrees to sign a stipulation of dismissal with prejudice of this lawsuit upon receipt of the \$5,000. The terms of this settlement shall be confidential.

In addition, plaintiff agrees to execute a general release of all claims, past and present, known and unknown, arising out of Plaintiff's employment (or lack thereof), between October 26, 1998 and October 16, 2003, by defendant, as of this date, EXCEPT for the claims presently included in litigation pending in Marion County, a copy of which is attached to this Settlement Agreement, which action shall not be included in the release.

Also attached to this Settlement Agreement, is a copy of Plaintiff's "Discrimination Charge Against IPS Amended Affirmative Defenses," the purpose of which is to specifically identify the litigation which is being settled by this Settlement Agreement.

  
 Plaintiff

  
 Defendant by John Chavis, Att'y. for Def't.

Signed this 20<sup>th</sup> day of June, 2005, in the presence of U.S. Magistrate Judge V. Sue Shields as witnessed by her signature:

V. Sue Shields

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA**

Angela E. Brooks-Ngwenya ) Cause No. \_\_\_\_\_  
PLAINTIFF )  
 )  
v. )  
 )  
The Mind Trust )  
DEFENDANT )

**TRANSITIONING INTO RESPONSIBLE STUDENTS  
EDUCATION MODEL**

**CEASE AND DESIST ORDER**

**2002-2003**, Angela E. Brooks-Ngwenya, piloted (TIRS) Transitioning Into Responsible Students Program at Indianapolis Public Schools, Willard J. Gambold Middle School, #108 and Francis Scott Key Learning Center, #103.

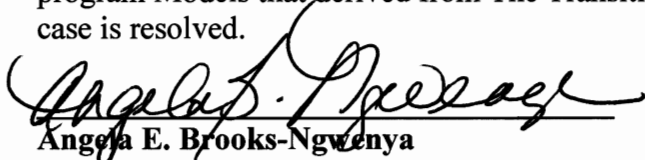
Thereafter; Indianapolis Public Schools Administrators terminated her, breached a contract agreement and illegally promoted (TIRS) Transitioning Into Responsible Students Program without her knowledge or consent.

**May, 2006**, Plaintiff filed for Copyrights on The (TIRS) Transitioning Into Responsible Students Program.

**February, 2008**, Plaintiff received the TIRS Copyrights in the mail.

Plaintiff has copyright Protection and exclusive rights to the Transitioning Into Responsible Students Model. Since Plaintiff has valid copyright ownership of Transitioning into Responsible Students; the unauthorized copying, reproduction, display and publication of such materials including the Website, constitutes copyright infringement under the Copyright Act of 1976, as amended, and any similar applicable statues, as well as unfair competition.

Since Plaintiff has not received any cooperation from Indianapolis Public Schools, she request you to Cease and Desist all use of the Bridges to Success Model, phalen Leadership Academies Model, Willard J. Gambold Chartwell Model, Willard J. Gambold Pre-Nine Model and other program Models that derived from The Transitioning Into Responsible Students Model, until this case is resolved.

  
Angela E. Brooks-Ngwenya

September 11, 2015