

Frank J. Morelli
Attorney for Petitioner
228 Roseberry Street, Suite 4
Phillipsburg, NJ 08865
908-454-4541

Bonnie Haydu, Bernice Rude
Plaintiffs,

SUPERIOR COURT NEW JERSEY
LAW DIVISION
HUNTERDON COUNTY
DOCKET NO:

L-133-08

VS

CIVIL ACTION

COMPLAINT

North Hunterdon-Voorhees Regional
High School District, Ann Marie Rose,
and Gerald H. Oram,
Defendants.

RECEIVED / FILED
SUPERIOR COURT
2008 MAR -3 AM 10:29
NORTH HUNTERDON COUNTY
DEPUTY CLERK

COUNT I

1. At all relevant times, Plaintiff Bonnie Haydu (Hereinafter referred to in this COUNT I as "Plaintiff"), was employed by Defendant, North Hunterdon-Voorhees Regional High School District, (Hereinafter referred to as NHVRHSD) 1445 State Route 31, Annandale, Hunterdon County, New Jersey.
2. At all times mentioned in the complaint Donald Hockenberry was an employee of the Defendant NHVRHSD
3. Plaintiff was a resident of the State of New Jersey, during the time of the events described in this Complaint.
4. At all relevant times, Defendants NHVRHSD through its agents, upper management personnel, supervisors, and employees, known and unknown, which

included, Ann Marie Rose, Human Recourses, and Gerald H. Oram, Plaintiff's immediate supervisor (Hereinafter collectively referred to as "Defendants" if not named individually) all being Upper Management, Actually Participated in, or were Intentionally Indifferent to illegal discrimination and harassment against Plaintiff.

5. Plaintiff began working for Defendant on March 1, 2006 as a school bus driver.
6. A co-employee, Donald Hockenberry., (hereinafter referred to as the alleged "harasser") a bus driver employed by the Defendant almost immediately began sexually harassing Plaintiff.
7. For a period, while rejecting the harasser's advances, Plaintiff refrained from reporting the incidents to her supervisor, Defendant Gerald H. Oram, the Transportation Coordinator.
8. Upon information and belief Defendant employed the harasser continually since September 5, 2002.
9. Plaintiff alleges that the Defendant administrators knew of the harasser's propensities and failed to discipline him nor did Defendant's administrators take any action to correct the hostile work environment created by the constant sexual innuendos and vulgar speech of the harasser.
10. Other employees of the Defendant were exposed to similar acts of harassment as was the Plaintiff, and several of Defendant's employees were aware of the harasser's reputation for vile and vulgar language, which predated Plaintiff's employment, by the Defendant.

11. During the summer of 2006 Plaintiff alleges that she was subjected to constant vulgar, vile and embarrassing comments made to her by the harasser, such as: "Hey did you get any sex last night?" The Harasser asked if Plaintiff liked "oral sex", and if she wanted to go on a date with him. Plaintiff refused the harasser's advances.
12. The events of the preceding paragraph placed Plaintiff in fear for her safety, and she immediately reported the incident to Defendant Gerald H. Oram.
13. Upon information and belief, Defendant Gerald H. Oram did not report any of Plaintiff's complaints to Defendant Ann Marie Rose.
14. On August 10, 2006, Plaintiff filed a formal written complaint with her supervisor, Defendant Gerald H. Oram regarding the harassment, but to the best of Plaintiff's knowledge no corrective action was taken. And the administrators continued to assign the harasser to work alongside Plaintiff and continued to assign the harasser the duty to transport the young cheerleader women, which Plaintiff felt was not appropriate under the circumstances, and because earlier the harasser reportedly commented about a young woman's attire by saying "look how they are dressed, and they wonder why they get touched."
15. Despite the formal complaint of August 10, 2006, the harassment and hostile work environment continued through September 2006 and in December 2006 while Plaintiff and co-employee, a female bus driver, were standing next to a school bus, when according to Plaintiff the harasser approached, picked up a thick electrical cord and placed it between his legs and made obscene gestures toward the women.

16. The harasser on at least two different occasions approached Plaintiff and attempted to hug her, once in the parking lot, and once in the courtyard where the busses line up for student dismissal.
17. More specifically during the summer of 2007, because of her fear of further harassment, Plaintiff declined summer employment with the Defendant and accepted a position for less money with another employer.
18. On December 20, 2007 Plaintiff discussed with Defendant Gerald H. Oram the possibility of her requiring surgery. Defendant replied that Plaintiff might not have a job if she went out for surgery.
19. Defendant Gerald H. Oram created a hostile work environment through hypercritical supervision, making unreasonable demands, being extremely critical and having a demeaning attitude, being petty, and has created a demoralizing atmosphere in which to work. He has refused to acknowledge the existence of sexual harassment or upon information and belief failed to take any corrective action to prevent further sexual abuse and harassment to Plaintiff.
20. On January 8, 2008 Plaintiff delivered her written complaint to Defendant Ann Marie Rose, who denied any knowledge of the complaint.
21. Defendant Gerald H. Oram has injured the Plaintiff by committing unlawful retaliation by denying hours and trips to the Plaintiff.
22. Defendants Gerald H. Oram and Ann Marie Rose have injured Plaintiff by aiding and abetting under the Law Against Discrimination.
23. Defendant NHVRHSD is vicariously liable for permitting the harasser to injure the Plaintiff by committing sexual harassment.

24. Defendant NHVRHSD is vicariously liable for permitting Defendants Gerald H. Oram and Ann Marie Rose by committing an unlawful retaliation.
25. Defendant NHVRHSD is vicariously liable for permitting the harasser to injure the Plaintiff by aiding and abetting under the Law Against Discrimination.
26. Defendant NHVRHSD is vicariously liable for permitting the harasser, Gerald H. Oram and Ann Marie Rose to injure Plaintiff by intentionally interfering with Plaintiff's contractual relations.
27. Defendant NHVRHSD is vicariously liable for permitting the harasser to injure Plaintiff by intentionally defaming the Plaintiff.

Wherefore, Plaintiff requests judgment on this COUNT against Defendants as follows:

1. For compensatory damages including lost wages and benefits, and damages for emotional distress.
2. For punitive damages.
3. For attorney fees and costs of suit.
4. For prejudgment interest on all amounts claimed, and
5. For such other and further relief as the court deems proper.

COUNT II

1. At all relevant times, Plaintiff Bernice Rude (Hereinafter referred to in this COUNT II as "Plaintiff"), was employed by Defendant, North Hunterdon-Voorhees Regional High School District, (Hereinafter referred to as NHVRHSD) 1445 State Route 31, Annandale, Hunterdon County, New Jersey.

2. At all times mentioned in the complaint, Defendant Donald Hockenberry was an employee of the Defendant NHVRHSD
3. Plaintiff was a resident of the State of New Jersey, during the time of the events described in this Complaint.
4. At all relevant times, Defendants NHVRHSD through its agents, upper management personnel, supervisors, and employees, known and unknown, which included, Ann Marie Rose, Human Resources, and Gerald H. Oram, Plaintiff's immediate supervisor (Hereinafter collectively referred to as "Defendants" if not named individually) all being Upper Management, Actually Participated in, or were Intentionally Indifferent to illegal discrimination and harassment against Plaintiff.
5. Plaintiff began working for Defendant in October 2006 as a school bus driver, until she was constructively terminated in September 28, 2007.
6. A co-employee, Donald Hockenberry, (hereinafter referred to as the alleged "harasser") a bus driver employed by the Defendant almost immediately began sexually harassing Plaintiff.
7. For a period, while rejecting the harasser's advances, Plaintiff refrained from reporting the incidents to her supervisor, Defendant Gerald H. Oram, the Transportation Coordinator.
8. Upon information and belief Defendant employed the harasser continually since September 5, 2002.
9. Plaintiff alleges that the Defendant administrators knew of the harasser's propensities and failed to discipline him nor did Defendant's administrators take

any action to correct the hostile work environment created by the constant sexual innuendos and vulgar speech of the harasser.

10. Other employees of the Defendant were exposed to similar acts of harassment as was the Plaintiff, and several of Defendant's employees were aware of the harasser's reputation for vile and vulgar language, which predated Plaintiff's employment, by the Defendant.
11. During the fall of 2006 Plaintiff alleges that she was subjected to constant vulgar, vile and embarrassing comments made to her by the harasser, such as: "Did you get any sex last night?" The harasser asked Plaintiff to have sexual relations with him, to which Plaintiff refused the harasser's advances. The harasser asked Plaintiff if she has an orgasm every time she has sex, and on one occasion in March or April of 2007 when the Plaintiff was wearing jeans and a long sleeve tee shirt, and while stepping up into a school bus, the harasser approached from behind and grabbed Plaintiff's buttocks, to which the Plaintiff exclaimed that the harasser was never to touch her again. Later the harasser once again assaulted the Plaintiff by grabbing her upper thigh, to which the Plaintiff again objected by telling the harasser to never touch "You can't touch me!". There were many other occasions too numerous to set forth in detail of constant humiliation of unwanted and unwarranted sexual advances of the harasser.
12. The events of the preceding paragraph placed Plaintiff in fear for her safety, and Plaintiff believed that she could not report the harassment to Defendant Gerald H. Oram for fear of retaliation. Finally in the fall of 2007 and out of fear of the harasser, and in utter desperation, Plaintiff verbally complained of the alleged

harassment by the harasser to Defendant Gerald H. Oram, who appeared to be writing her complaints down on paper, but apparently nothing was done because the harassment continued unabated, until Plaintiff tendered her resignation in order to avoid further harassment.

13. Upon information and belief, Defendant Gerald H. Oram did not report any of Plaintiff's complaints to Defendant Ann Marie Rose.
14. Defendant Gerald H. Oram created a hostile work environment because he refused to acknowledge the existence of sexual harassment or upon information and belief failed to take any corrective action to prevent further sexual abuse and harassment to Plaintiff.
15. Defendant Gerald H. Oram has injured the Plaintiff by committing unlawful retaliation by denying trips to the Plaintiff.
16. Defendants Gerald H. Oram and Ann Marie Rose have injured Plaintiff by aiding and abetting under the Law Against Discrimination.
17. Defendant NHVRHSD is vicariously liable for permitting the harasser to injure the Plaintiff by committing sexual harassment.
18. Defendant NHVRHSD is vicariously liable for permitting Defendants Gerald H. Oram and Ann Marie Rose by committing an unlawful retaliation.
19. Defendant NHVRHSD is vicariously liable for permitting the harasser to injure the Plaintiff by aiding and abetting under the Law Against Discrimination.
20. Defendant NHVRHSD is vicariously liable for permitting the harasser, Gerald H. Oram, and Ann Marie Rose to injure Plaintiff by intentionally interfering with Plaintiff's contractual relations.

21. Defendant NHVRHSD is vicariously liable for permitting the harasser to injure Plaintiff by intentionally defaming the Plaintiff.

Wherefore, Plaintiff requests judgment on this COUNT against Defendants as follows:

1. For compensatory damages including lost wages and benefits, and damages for emotional distress.
2. For punitive damages.
3. For attorney fees and costs of suit.
4. For prejudgment interest on all amounts claimed, and
5. For such other and further relief as the court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff(s) demands trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

The undersigned hereby designates himself as trial counsel in the above captioned action.

CERTIFICATION PERSUANT TO R. 4:5-1

The undersigned attorney for Plaintiffs hereby certifies as follows:

1. The above captioned action is not the subject of any other action pending in any court, or of a pending arbitration proceeding.
2. No other action or arbitration proceeding is contemplated.

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3. There are no other parties known to me at this time who should be joined in this action.

The statements contained herein are true to the best of my information, knowledge and belief. I am aware that any statement made by me, which shall be willfully false, will subject me to punishment for contempt.

Dated: 02/19/08


Frank J. Diorelli
Attorney for Plaintiff

BONNIE HAYDU and BERNICE RUDE,
Plaintiff(s),

v.

NORTH HUNTERDON/VOORHEES
REGIONAL HIGH SCHOOL DISTRICT,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
HUNTERDON COUNTY: LAW DIVISION
DOCKET NO. HNT-L-133-08

CIVIL ACTION

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into this ___ day of May 2010 among Bonnie Haydu and Bernice Rude ("PLAINTIFFS") and North Hunterdon/Voorhees Regional High School District ("DEFENDANT"). The signatories to this Agreement will herein after sometimes be referred to individually as a "party" and collectively as "the parties."

WHEREAS, PLAINTIFFS were employed by DEFENDANT; and

WHEREAS, PLAINTIFFS initiated an action seeking relief under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (sexual harassment); and

WHEREAS, the parties desire to settle fully, permanently and finally all differences between them for any event related to, arising out of, or in connection with PLAINTIFFS' employment by DEFENDANT and to terminate any and all claims made or that could have been made against DEFENDANT and it's officers, trustees, employees, agents, directors, representatives, successor or assigns, which settlement shall constitute the good faith settlement of the aforementioned claims;

NOW, THEREFORE, the parties, intending to be bound hereby, covenant and agree as follows:

1. That **Bonnie Haydu, Bernice Rude** (hereafter the Releasor[s]), for the sole consideration of three hundred two thousand Dollars (\$302,000) to the undersigned paid, receipt whereof is hereby acknowledged received from **NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP AND NORTH HUNTERDON/VOORHEES REGIONAL HIGH SCHOOL DISTRICT** (hereafter the Releasees) and does for release, acquit and forever

discharge the fore-mentioned Releasees and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries including but not limited to any pain and suffering and/or emotional distress and consequences thereof, and loss of wages resulting or to result from incidents of sexual harassment or other events which occurred during the course of their employment with the North Hunterdon/Voorhees Regional High School District during the years 2006-08.

2. Releasees agree to pay PLAINTIFFS a total of Three-Hundred Two Thousand Dollars (\$302,000.00). The payment of these sums is in full and complete satisfaction of all of PLAINTIFFS' claims against DEFENDANT, including claims for attorney's fees, expenses, back wages, front wages, liquidated damages, punitive damages, emotional distress damages, and any other claim that could be made by PLAINTIFFS. Releasees will issue three checks made payable as follows: (1) \$133,664 payable to "Bonnie Haydu"; (2) \$44,152 payable to "Bernice Rude"; and (3) \$124,184 payable to "Castronovo & McKinney, LLC." Releasees will not withhold taxes. Within 30 days of receiving signed agreements and plaintiffs' Social Security numbers, and counsel's W-9 forms, Releasees through their attorneys, will deliver these checks to Paul Castronovo, Castronovo & McKinney, LLC, 18 MacCulloch Avenue, Morristown, NJ, 07960.
3. Contemporaneous with PLAINTIFFS' execution of the Agreement, PLAINTIFFS' counsel will execute a Stipulation of Dismissal with Prejudice and provide same to David Hawkins, Esq.
4. This Stipulation of Dismissal will be held in escrow by DEFENDANT'S counsel until PLAINTIFFS have received cleared or certified funds. Subsequently, DEFENDANT'S counsel shall file the Stipulation of Dismissal and send a copy marked filed to PLAINTIFFS' counsel.

B. J.
C. J.

5. It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy the peace.
6. The undersigned further declares and represents that the injuries sustained are or may be permanent and progressive and that recovery there from is uncertain and indefinite and in making this Release, it is understood and agreed that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.
7. The undersigned further declare(s) and represent(s) that there may be unknown or unanticipated injuries resulting from the above-stated accident, casualty or even and in making this release, it is understood and agreed that this Release is intended to include such injuries.
8. The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.
9. It is further understood that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasors, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. Releasor(s) therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Releasees against any such claims and/or liens, and to indemnify and hold Releasees harmless against any judgment entered against Releasees

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based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor(s) agree to pay all costs, interest and attorneys fees relative to any such lien.

10. This Release expressly reserves all rights of the person or persons on whose behalf the payment is made and the rights of all persons in privity or connected with them and reserves to them their right to pursue their legal remedies, if any, including but not limited to, claims for contribution, property damage and personal injury against the undersigned or those in privity or connected with the undersigned.
11. Release by PLAINTIFFS For good and valuable consideration including without limitation the payments described in this Agreement, PLAINTIFFS hereby release, discharge and covenant not to sue DEFENDANT and its direct and indirect parents, subsidiaries and predecessors, and all of its and their respective past and present employees, directors, officers, attorneys, successors, and assigns (individually and collectively the "DEFENDANT Releasees"), from and with respect to any and all actions, suits, liabilities, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, torts, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, whether known or unknown, suspected or unsuspected, in law or equity, which against the DEFENDANT Releasees, parties to this Agreement, heirs, executors, administrators, successors, assigns and attorneys ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this Agreement, including specifically by way of description, but not by way of limitation, any and all claims:
 - A. Alleged or related to the employment of PLAINTIFFS by DEFENDANT;
 - B. Arising out of or related to any claims PLAINTIFFS may have against DEFENDANT from the beginning of time to a time to the

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date of this Agreement including any and all claims that have been or could have been asserted in the above-captioned action;

- C. Arising out of or in any way related to claims pertaining to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. '200(e) et seq., the Civil Rights Act of 1991 as amended 42 U.S.C. '1981 et seq., the Family Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Conscientious Employee Protection Act, the Federal Family and Medical Leave Act, the New Jersey Family Leave Act, breach of express or implied contract, tortious interference with prospective business relations, breach of the implied covenant of good faith and fair dealing, breach of any employment handbook or contract, The Worker Adjustment and Retraining Notification Act, the New Jersey State Human Rights Law, the New Jersey Law Against Discrimination, the First and Fourteenth Amendment of the United States Constitution, and the Administrative Code and charters of the various cities and State of New Jersey;
- D. Any and all claims for violation of the federal or any state constitution;
- E. Any and all claims arising out of any other laws and regulations relating to employment discrimination; and

- 12. Waiver of Right to Consider and to Revise Agreement. PLAINTIFFS waive any right she may possess under any federal or state statute: (a) to a waiting period to consider this Settlement Agreement and Mutual Release further before signing same; and (b) to revoke PLAINTIFFS' signature after having signed this Settlement Agreement and Mutual Release.
- 13. No Admission of Liability. The parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the parties hereto, or either of them, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims

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heretofore made or (b) an acknowledgment or admission by either party of any fault or liability whatsoever to the other party or to any third party.

14. Costs. The parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement subject to what is reflected in this Agreement.
15. Authority. The parties each represent that they have the authority to act on their own behalf and all who may claim through them to the terms and conditions of this Agreement. Each party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.
16. No Representations. Each party and its duly authorized agents represent that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.
17. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.
18. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties and supersedes and replaces any and all prior agreements and understandings between the parties.
19. No Oral Modification. This Agreement may only be amended in writing signed by all of the parties to this Agreement.
20. Governing Law. This Agreement is made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey.
21. Effective Date. This Agreement is effective after it has been signed by all parties.

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22. Interpretation. The parties agree and represent that both parties have drafted this Agreement and both parties are to be considered equal drafters of this document for the purpose of interpretation of the meaning of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.
23. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.
24. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that:
- A. They have read this Agreement and it has been explained to them in full;
 - B. They have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
 - C. They understand the terms and consequences of this Agreement and of the releases it contains;
 - D. They are fully aware of the legal and binding effect of this Agreement;
 - E. The parties are satisfied with their respective counsel and believe their counsel has effectively represented their independent interests.
25. Binding Nature. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, predecessors, successors and/or assigns.

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Notary or Attorney

Paul Castrenovo
Attorney at Law
State of NJ