

THEODORE CAMPBELL
Law Offices of Theodore Campbell
1050 George Street Suite 2K
New Brunswick, NJ 08901
732-828-4393
Attorney for Plaintiff

JEANINE SOMERVILLE,

Plaintiff

vs

MORRIS-UNION JOINTURE
COMMISSION, MORRIS-UNION
JOINTURE COMMISSION
BOARD OF EDUCATION, KIM
B. COLEMAN, SUSAN YANIRO,
JOHN DOES (1-10) Fictitious
Names

Defendants

SUPERIOR COURT OF NEW
JERSEY
UNION COUNTY

LAW DIVISION

DOCKET NO:

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff, Jeanine Somerville, residing at 70 Long Hill Road, Colonia, County of Middlesex, State of New Jersey complaining of the above-named Defendants, says:

FIRST COUNT

(Adverse Employment Action – Violation of CEPA)

1. Plaintiff, Jeanine Somerville, (hereinafter “Somerville”), was employed as a Teacher Assistant by the Morris-Union Jointure Commission Board of Education (hereinafter “MUJC Board” and/or “The Board”) for eleven years until she was abruptly terminated on June 30, 2011. The official reason given by the Board for her termination was “due to economy and efficiency.”

2. At all times hereinafter mentioned Morris-Union Jointure Commission, (hereinafter “MUJC”) was/is a corporation organized and existing under the laws of the State of New Jersey, with its main office

located at 340 Central Avenue, New Providence, Union County, New Jersey.

3. "MUJC" is a regional collaborative public school district providing services and programs to meet the needs of its twenty-eight (28) constituent school districts. According to its Homepage, MUJC is governed by the "Board of Education" consisting of a representative from each member school district.

4. At all times hereinafter mentioned Kim B. Coleman, (hereinafter "Coleman"), was the Superintendent of the MUJC Board and acted as agent employee of defendant MUJC. At all times hereinafter mentioned Susan Yaniro was the Business Administrator/Board Secretary of the MUJC Board and acted as agent employee of MUJC.

5. MUJC maintains several installations known as Developmental Learning Centers located in several counties. The primary purpose for the centers is for addressing the educational needs of children with autism.

6. During the school 2011, and previous years, Plaintiff worked at the Learning Center at 1231 Burnett Street, Union, New Jersey. Plaintiff was a good to excellent employee, who received annual evaluations that characterized her as such.

7. As a teacher assistant, Plaintiff assisted the classroom teacher and other staff members in addressing the needs of the children in the classroom.

8. On March 22, 2011, Plaintiff worked with a substitute teacher and temporarily assigned teacher assistant because the regular teacher, Helena Branco, was absent. The teacher Assistant, Arthur Ciccione, (hereinafter the "Assistant"), had worked in the same classroom previously until he was assigned to another classroom.

9. On March 22, 2011, the staff was attending to the children when one of the students, a nine year old autistic child with Down Syndrome and cognitive level of a two (2) year old had to go to the restroom. This student was non-verbal and on a bathroom schedule.

10. Somerville instructed the Assistant on how to assist the child in use of the restroom as oppose to how this child used the restroom when the Assistant was permanently assigned to this classroom previously. Somerville told the Assistant that the child no longer sits on the toilet to urinate but stands upright at the urinal to urinate. "We only sit the child if we notice he needs to poop," meaning a bowel movement, Somerville instructed.

11. After sometime had passed and the Assistant had not returned with the child, Somerville went to the restroom presumably to check on them, (Somerville is uncertain of the reason), but as she walked in and

toward the two, she noticed the child was sitting on the toilet and the Assistant's hand and wrist were out of eyesight under the child's testicles and buttocks area.

12. Somerville was alarmed at what she saw and asked the Assistant "did he poop?" The Assistant pulled his hand from under the child smoothly and with ease and stated in response, "he was gaseous."

13. Somerville then told the Assistant to sit the child on the chair, put on his underpants and clothes on and return him to the classroom. Somerville noticed the Assistant was not wearing gloves and the toilet stool was clear of any bowel movement. When Somerville returned to the classroom she mentioned what she observed to the certified staff member, the speech therapist. The following day, March 23, 2011, Somerville informed the regular classroom teacher, Helena Branco, of what she observed. Ms. Branco listened and responded by suggesting they go see the school principal, Andrea Marmolegos. However, before going to the Principal, the two thought it wise to speak with the behavior specialist, Lisa Pirschio, about the matter. Ms. Pirschio concurred and thought the matter should be brought to the Principal's attention.

14. On March 24, 2011, Somerville met with the Principal and the Vice Principal, Kristen Szawan, and told them of what occurred on March 22, 2011. Somerville was told to put her complaint in writing. Somerville characterized the directive as one of urgency when she was rushed to complete it and not permitted to copy her written complaint.

15. On March 25, 2011, Somerville was summoned to the Principal's office to meet with the Board Superintendent, Kim Coleman. Somerville described the meeting and the questions more like an interrogation.

16. Coleman asked Somerville about the relationship between her and the Assistant; Coleman asked if the two of them saw each other socially outside the workplace; Coleman asked if they were ever intimate. Somerville thought the tenor of the questions attacked her character.

17. On May 5, 2011, Somerville received a letter directing her to a meeting at the Principal's office on May 6, 2011.

18. On May 6, 2011, Somerville was given a letter terminating her employment as of June 30, 2011, signed by the Superintendent, Coleman.

19. Somerville was shocked and surprised because her evaluations over the years had been good and for the previous two years, excellent.

20. Somerville was given a subsequent letter dated June 20, 2011, upon her request, which stated the reason for the decision is due to "economy and efficiency."

21. Somerville noticed an internal posting for a “teacher assistant” position for the “extended school year program” dated May 11, 2011, with applications due by May 25, 2011.

22. Since being employed Somerville has worked most summers with a few exceptions.

23. Upon information and belief, the Teacher Assistant against whom Somerville filed her complaint was NOT terminated but relocated to another location. Upon information and belief a prior complaint had been made about this Teacher Assistant and his interaction with the children.

24. Upon information and belief, the Teacher Assistant is related to the School Business Administrator/Board Secretary, Susan Yaniro.

25. Plaintiff believes her termination was not due to economy and efficiency but in retaliation because she filed a complaint with upper management about the apparent improper touching of a student by a colleague who is related to a Board Member.

26. As a result of the actions of the Defendant(s) as aforesaid plaintiff suffered monetarily, emotionally and psychological harm, embarrassment, interference with economic advantage and her employment.

27. The conduct of the Defendant(s) violated Plaintiff’s rights under the Conscientious Employee Protection Act (CEPA), N.J.S.A. 34:19-1 et seq.

WHEREFORE, Plaintiff(s) demands judgment on this court against any and all of the Defendants for compensatory damages, including any lost wages, benefits, punitive damages, together with interest, attorney fees, cost of suit and any other further relief the Court deems just and equitable.

SECOND COUNT

(Intentional Infliction of Emotional Distress)

1. Plaintiff repeats the allegations of the previous count of the complaint and incorporates same herein by reference.

2. The conduct of the Defendants constitutes the intentional infliction of emotional distress against Plaintiff, Jeanine Somerville.

WHEREFORE, Plaintiff(s) demands judgment for compensatory damages and punitive damages, on this count of the complaint, against any

or all of the said Defendants, together with interest, attorney fees and cost of suit.

THIRD COUNT

(Interference with Economic Advantage)

1. Plaintiff repeats the allegations of the previous count of the complaint and incorporates same herein by reference.

2. The conduct of the Defendants, Kim B. Coleman and Susan Yaniro, constitute the intentional interference with the contractual relations between Plaintiff and Defendant, MUJC and its Board.

WHEREFORE, Plaintiff(s) demands judgment for compensatory damages and punitive damages, on this count of the complaint, against any or all of the said Defendants, together with interest, attorney fees and cost of suit.

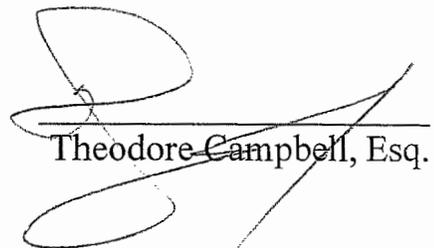
JURY DEMAND

Plaintiff hereby demands trial by jury to all issues in this case.


Theodore Campbell, Esq.

Designation of Trial Counsel

Pursuant to Rule 4:25-4. Theodore Campbell is hereby designated as trial counsel for Plaintiff in the within matter.


Theodore Campbell, Esq.

GENERAL RELEASE

1. Releasors and Releasees: The Releasor is Jeanine Somerville; referred to as "I". Releasees are Morris-Union Jointure Commission, Morris-Union Jointure Commission Board of Education, Kim B. Coleman, Susan Yaniro and New Jersey Schools Insurance Group. Releasees are referred to as "You".
2. Release: In exchange for the consideration set forth in Paragraph 3 and 4 below, I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything which has happened up to now, including, but not limited to, all claims which were or could have been brought in the action entitled Jeanine Somerville v. Morris-Union Jointure Commission, *et al*, Docket No.: UNN-L-2336-12. This release includes, but is not limited to, all claims under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*; the Age Discrimination in Employment Act of 1967, as amended, 29 USC §621 *et seq.*; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Conscientious Employee Protection Act, N.J.S.A. 34:11B-1 *et seq.*; the Federal Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974; 42 USC 1983; N.J.S.A. 10:6-2; Negligence; the U.S. Constitution; the N.J. Constitution; tort law or contract law; any similar statute, regulation, rule or order; any provision of any other law, common or statutory, of the United States, New Jersey or any other state, county,

city or locality; and/or any claims for costs, fees, or other expenses, including attorneys' fees.

3. Terms: I will be paid a total of Sixty Thousand Dollars (\$60,000.00) in full payment for making this Release. I agree that I will not seek anything further, including any other payment, from You. I shall be solely responsible for the payment of appropriate taxes, liens or encumbrances, including, but not limited to any child support judgments or obligations, on this settlement and shall indemnify and hold You harmless for same. This Release, and the issuance thereof, is supported by, and is in consideration of, the mutual benefits to the Releasor and Releasees obtained from the resolution of these claims.

4. Payment of Liens: 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 and/or their Attorneys, 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. We therefore agree, upon prompt presentation of any such claims and/or liens, to defend You against any such claims and/or liens, and to indemnify and hold You harmless against any judgment entered against You 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) and their Attorneys agree to pay all costs, interest and attorneys fees relative to any such lien.

5. Attorneys' Fees: This Release includes all claims for attorneys' fees and costs. Releasor agrees that any fees and costs incurred by any other attorney who may have rendered services to the Releasor related to this lawsuit shall be satisfied out of the payment set forth in Paragraph 3 and Releasor agrees to indemnify, defend and hold Releasees harmless from any and all claims by any attorneys or their agents seeking payment of attorneys' fees and/or costs related to this lawsuit. I am satisfied with the legal services that Theodore Campbell, Esq., has rendered on my behalf. Any questions that I may have regarding this settlement have been answered to my satisfaction.

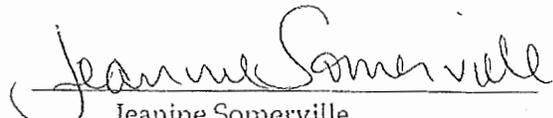
6. Denial of Liability: Releasees admit no liability and expressly deny the validity of the Releasor's disputed claims, and nothing contained herein may be used or viewed as an admission of liability.

7. Who is Bound: I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for my benefit and all who succeed to my rights and responsibilities.

8. Signatures: I understand and agree to the terms of the Release. By signing this Release, I acknowledge that I have carefully read it, understand it, and am aware that I am giving up important rights. By signing this Release, I acknowledge that I have been provided sufficient opportunity to consult with counsel of my own choosing regarding its terms and regarding the rights that I am relinquishing under it. I sign this Release

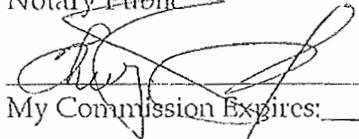
freely, voluntarily, and with knowledge of the terms of the Release and the rights I am
relinquishing.

DATED: 6-2-14


Jeanine Somerville

Subscribed and sworn to
before me on June 2, 2014.

~~Notary Public~~


My Commission Expires: Licensed Attorney

THEODORE CAMPBELL
Attorney-at-law
State of New Jersey