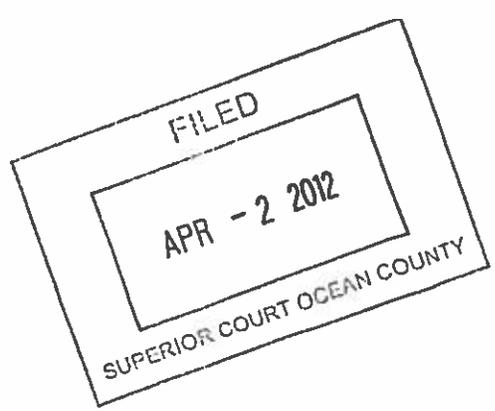


John P. Brennan, Jr.
Attorney at Law
Avon Professional Building
43 Main Street, Suite 1B
Avon-by-the-Sea, New Jersey 07717
Attorney for plaintiff, Joseph Amaniera



JOSEPH AMANIERA	:	SUPERIOR COURT OF NEW JERSEY
Plaintiff	:	LAW DIVISION, OCEAN COUNTY
v	:	:
	:	Docket No. <i>L1155-12</i>
LACEY TOWNSHIP BOARD OF	:	Civil Action
EDUCATION and JOHN DOES 1-10	:	:
Defendant	:	:
	:	COMPLAINT AND JURY DEMAND

By his counsel, John P. Brennan, Jr., Esquire, plaintiff, Joseph Amaniera, residing at 405 Steuben Avenue, Forked River, NJ 08731, by way of Complaint against defendants, Lacey Township Board of Education and John Does 1-10, that the defendants discriminated against plaintiff on the basis of his gender and in retaliation of plaintiff disclosing or threatening to disclose illegal activity as a conscientious employee. Plaintiff, with more particularity, says:

THE PARTIES

1. Plaintiff, Joseph Amaniera, residing at 405 Steuben Avenue, Forked River, NJ 08731 was an employee of defendant, Lacey Township Board of Education, for all periods relevant to this Complaint.
2. Defendant, Lacey Township Board of Education, is a New Jersey municipal corporation with offices at 200 Western Boulevard, Lanoka Harbor, NJ 08734 and was the employer of the plaintiff, Joseph Amaniera, for all periods relevant to this Complaint.
3. Defendants, John Does 1-10, fictitious name, true name and address presently unknown was the employer of the plaintiff for all periods relevant to this Complaint, or other agent, officer, manager or person otherwise liable to plaintiff under the causes of action set forth herein.

FACTUAL AVERMENTS

4. Plaintiff, Joseph Amaniera, was hired by defendant, Lacey Township Board of Education in November 2010. His duties included food service at Lacey Township High School.
6. Mr. Amaniera was the only male non-supervisory worker in the Lacey Township High School cafeteria. Mr. Amaniera was not permitted to use a un-labeled restroom in the kitchen of the cafeteria because he was a male. Mr. Amaniera complained about the discriminatory treatment. He was told he had to use the students facility in the hallways of the school or seek a janitor to open a faculty restroom. Mr. Amaniera complained about this disparate and discriminatory treatment to the Lacey Township School District Superintendent. He was then permitted to use the kitchen bathroom. Thereafter, he was shunned by his co-workers and treated poorly. His was denied overtime. He was denied substitute work for the janitor. His supervisor inordinately focused his attention on Mr. Amaniera making it very uncomfortable to work. It became a hostile work environment.
7. Mr. Amaniera also discovered poor sanitary and soiled food conditions. These were very disturbing as the food products were being utilized and offered for sale in the school cafeteria. He took pictures and videos of the conditions. He brought them to the Lacey Township School District Superintendent. Instead of using the evidence to correct the condition, the Superintendent chastised Mr. Amaniera for taking the pictures and videos. Two days later, Mr. Amaniera was told he was being terminated.

**FIRST COUNT
NEW JERSEY LAW AGAINST DISCRIMINATION
N.J.S.A. 10:5-1 et seq.**

8. Plaintiff, Joseph Amaniera, re-asserts and re-alleges each of the allegations set forth in

Paragraphs 1 through 7 as f set forth more fully here.

9. Joseph Amaniera is a protected "employee" and defendants are covered "employer" for purposes of applying the New Jersey Law Against Discrimination.

10. Defendants discriminated and committed unlawful employment practices against Joseph Amaniera based upon his gender.

11. Defendants' conduct constitutes a violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1.

WHEREFORE, plaintiff, Joseph Amaniera, demands judgment against the defendants, Lacey Township Board of Education and John Does 1-10, jointly and severally, for:

- a. Preliminary and permanent injunctive relief requiring the defendant to restore plaintiff, Joseph Amaniera, to his employment, without loss of seniority or benefit and with full reimbursement of back wages and prohibiting the defendants from future acts of discrimination;
- b. Damages, compensatory, punitive and incidental
- c. Statutory attorneys fees;
- d. Interest - prejudgment and post-judgment;
- e. Costs of suit;
- f. Such other relief as the Court deems equitable and just.

SECOND COUNT

NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT- NJSA 34:19-1et seq

12. The plaintiff, Joseph Amaniera, reiterates and re-alleges each of the allegations set forth in Paragraphs 1 through 11 as if set forth more fully here.

13. Plaintiff, Joseph Amaniera, reasonably believed that his exclusion from the use of the kitchen bathroom and the use and sale of spoiled food to school children was either (a) in violation of a

law or rule or regulation issued under the law or (b) incompatible with a clear mandate of public policy concerning health, safety, or welfare.

14. Plaintiff, Joseph Amaniera, "blew the whistle" by reporting the wrongful activity, policy and practice to the Superintendent of the Lacey Township School District.

15. As a result of Mr. Amaniera blowing the whistle, he was retaliated against in the terms and conditions of his employment and was terminated.

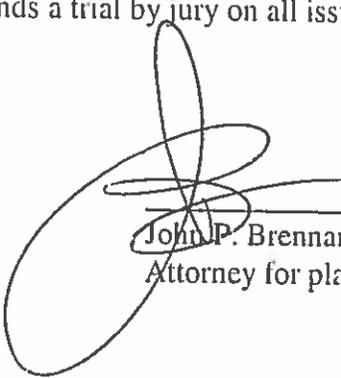
WHEREFORE, plaintiff, Joseph Amaniera, demands judgment against the defendants, Lacey Township Board of Education and John Does 1-10, jointly and severally, for:

- a. Preliminary and permanent injunctive relief requiring the defendant to restore plaintiff, Joseph Amaniera, to his employment, without loss of seniority or benefit and with full reimbursement of back wages and prohibiting the defendants from future acts of discrimination;
- b. Damages, compensatory, punitive and incidental
- c. Statutory attorneys fees;
- d. Interest - prejudgment and post-judgment;
- e. Costs of suit;
- f. Such other relief as the Court deems equitable and just.

JURY DEMAND

Plaintiff, Joseph Amaniera, demands a trial by jury on all issues so triable.

Dated: 3/27/2012

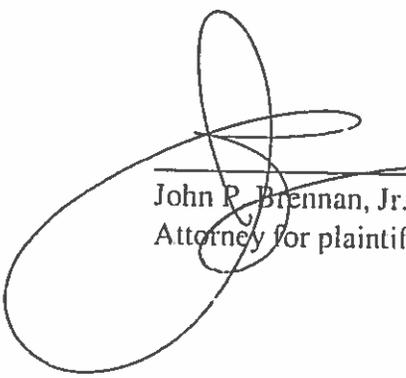


John P. Brennan, Jr.
Attorney for plaintiff, Joseph Amaniera

Certification

Plaintiff, through his counsel, certifies that this matter is not the subject of any other action or proceeding, pending or contemplated, and knows of no other party to be joined.

Dated: 3/27/2012



John P. Brennan, Jr.
Attorney for plaintiff, Joseph Amaniera

RELEASE OF ALL CLAIMS

That Joseph Amaniera, (hereinafter the Releasor[s]), for the sole consideration of TWENTY-FIVE THOUSAND Dollars (\$25,000.00) to the undersigned paid, receipt whereof is hereby acknowledged received from the NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP AND LACEY TOWNSHIP BOARD OF EDUCATION and any and all other persons, employees, agents or servants, including any John Does named in the plaintiff's Complaint meant to identify said named or unnamed employees, agents or servants of the Lacey Township Board of Education (hereinafter Releasees) and does for release, acquit and forever discharge the aforementioned Releasees and his, her, their, or its agents, servants, successors, heirs, executors, administrator, 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 services, 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, lost wages and any consequences thereof resulting or to result from the plaintiff's employment with, her/his separation from or any events whatsoever which occurred during or is a result of her/his employment with Lacey Township Board of Education. This releases all claims, including those of which Releasor is not aware and those not specifically mentioned in this Release. By giving this Release, the Releasor understands that he gives up, waives and relinquishes the right to make any claim of any nature before any forum, board, agency or court. The Releasor further acknowledges that he gives up, waives and relinquishes any right or claim to future employment or reemployment by the Releasee in any capacity.

Further, in consideration of the terms of this Release, the Releasor does expressly stipulate and agree to indemnity and hold forever harmless the Releasees jointly and severally from any and all claims, demands or actions, whether presently known or unknown, which may hereinafter at any time be made or instituted against the Releasees for the matters subject to the Release.

The Releasor further represents and states that the decision to give this Release is one solely made by the Releasor without any fraud, pressure, force, duress, undue influence or coercion by or on behalf of the Releasee or by any third party upon him. The Releasor states that the decision to enter into this Release was made in consultation with his attorney and is his fully free and voluntary act.

This Release and the amount of the settlement indicated herein, is to be inclusive of any claims the plaintiff and/or her/his attorney may have for counsel fees, costs or the like arising from this litigation or the plaintiff's claim as outlined heretofore.

It is understood and agreed that this settlement is the compromise of a doubtful and 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 Releasees deny liability therefore and intend merely to avoid litigation and buy the peace. The Releasees have entered into this agreement with the understanding that said agreement will not be admissible in any other litigation currently pending where the Releasees are named as defendants.

The undersigned further declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom 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 therefor 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.

The undersigned further declare(s) and represent(s) that there may be unknown or unanticipated injuries resulting from the above stated accident, casualty or event and in making this Release, it is understood and agreed that this Release is intended to include such injuries.

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.

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 the Releasors and/or their Attorneys, including but not limited to any Medicare or Medicaid claims and/or liens, Workers' 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 claims based on subrogation or any other legal or equitable theory. Plaintiff also agrees to provide any and all necessary documentation from Medicare and/or CMS and/or Centers for Medicare and Medicaid Services or other lien holders proving the amount of and agreed upon settlement of any Medicare liens. Defendant shall be fully satisfied that said Medicare lien, or other liens, have been paid or otherwise satisfied prior to the issuance of any settlement proceeds. Releasor(s) therefore agree(s), 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 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(s) to pay all costs, interest and attorneys fees relative to any such lien. Plaintiff also recognizes that any State or Federal income tax liabilities are his and his alone to satisfy, if applicable, from the proceeds of this settlement and that she agrees to indemnify and/or hold harmless the Releasee(s) for any liabilities which may arise from same.

Except as required by applicable law, the parties shall refrain from affirmatively publicizing, or disclosing to any third party, the terms and conditions of this settlement agreement. The parties also agree that neither party, nor any of their employees, agents or servants will engage in any disparagement of either party.

Specifically, Releasor agrees to hold the terms and conditions of this Release and settlement of this litigation in strict confidence and not to disclose any such information to any third party other than tax authorities, tax consultants or legal advisors who need to know the information for the purpose of giving legal, tax or financial advise to the Releasor. Releasor understands and agrees that this paragraph means, amongst other things, that he shall not encourage, assist, aid, nor participate in any lawsuit or other legal action involving the Releasees, except as such participation is solicited by the Releasees. Releasor further states that as of the moment he signs this Release, he has not disclosed the terms of this Release and the settlement of this litigation to any person or entity other than his attorney and/or accountant and that as of the time he signs this Release he has not made any statement or engaged in any conduct that would disclose the terms of this Release and the settlement of this litigation other than to his attorney and/or accountant.

It is also agreed that should any prospective employers or other parties communicate or otherwise contact any of the defendants or their agents, servants or employees concerning the plaintiff's employment with the Lacey Township Board of Education that those communications should be directed to the Superintendent of Schools who will issue to those parties making inquiries, if appropriate, a letter acknowledging the plaintiff's employment with the Lacey Township Board of Education, the position held and the time period that the plaintiff was employed by the Board of Education. Under the terms of this agreement such a letter will be termed a "neutral reference letter".

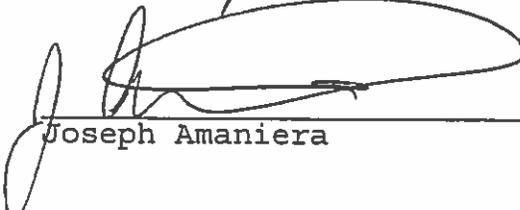
Releasor acknowledges that he has had the benefit of independent legal counsel by an attorney of his own selection with reference to both the negotiation and signing of this Release. At all times pertinent and relevant to this matter, Releasor has been

represented by John P. Brennan, Jr., Esq., 43 Main Street, Suite 1B, Avon-by-the-Sea, NJ 07717. The Releasor states that he understands the legal and practical effect of this Release in each and every respect. The Releasor further states that his attorney has answered, to the Releasor's satisfaction, all questions the Releasor has asked concerning this matter. The Releasor further states that he understands that the terms of this Release have been negotiated on his behalf by his attorney and that he is fully satisfied with the services and representation given to him by his attorney.

Releasor represents and warrants that other than the specific action referenced in this Release filed in the Superior Court of New Jersey, Law Division, Ocean County, Docket No. OCN-L-1155-12, he has not filed any complaints or charges against the Lacey Township Board of Education or any other Releasee with any local, state or federal agency, tribunal or court and that he shall not file any complaints or charges at any time hereafter which are based upon the claims released and that if any such agency, tribunal or court assumes jurisdiction of any such complaint or charge, that he will withdraw the matter and request the agency, tribunal or court to dismiss the matter. Further, that he has not prior to the signing of this release assigned or transferred or purported to assign or transfer to any person any released claim and that he will not do so.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, Sealed and delivered this 13 day of May, 2014.



Joseph Amaniera

Date: 5-13-14