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Attorney for Plaintiff, Hector Acevedo
Our File No. 5052 MJB

RECEIVED & FILED
SUPERIOR COURT
2014 AUG 15 A 11:54
MORRIS COUNTY
CIVIL DIVISION

HECTOR ACEVEDO,

Plaintiffs,

v

SPARTA TOWNSHIP PUBLIC
SCHOOLS, SPARTA TOWNSHIP
BOARD OF EDUCATION, JOHN DOES 1-
15 (names being fictitious)

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY
DOCKET NO. *MRS L-2058-14*

CIVIL ACTION

COMPLAINT
AND JURY DEMAND

Hector Acevedo residing at 11 Mount Prospect Avenue, Dover, County of Morris,
New Jersey 07801, by way of complaint against the defendants says:

FIRST COUNT

1. At all times relevant hereto, the Sparta Township Public Schools and Sparta Board of Education (Sparta) was a legal entity created and existing pursuant to the law of the State of New Jersey, and was the employer of the plaintiff and other individuals, the identities of whom are unknown at present but who are identified as John Does 1-15, who aided or who abetted the hostile work environment aforementioned against the plaintiff based upon his age, nationality, and minority status, or who were responsible for the proper instruction, training, monitoring, supervision, investigation, remediation, or repudiation of the misconduct, or who

authorized, ratified, or condoned the misconduct before to herein all of whom acted in the scope and course of their employment and outside the scope in the course of that employment for their own personal ends.

2. On or about July 1, 1996, plaintiff was hired as an employee by Sparta where plaintiff continued his employment as a custodian through June 30, 2014.
3. Throughout plaintiff's employment with defendants, plaintiff performed his services in a competent, businesslike, and exemplary manner consistent with the reasonable expectations of his employer.
4. During the course of his employment plaintiff frequently received positive reviews from his supervisors and compliments on his ability to perform all of the tasks which were expected of him.
5. Hector Acevedo was born in Puerto Rico and speaks Spanish as his primary language.
6. Mr. Acevedo is one of only two Spanish speaking people in his department.
7. Hector Acevedo is 56 years old as of the time of the filing of the within Complaint.
8. Mr. Acevedo holds a specialty in boiler repair and operation and holds a "Black Seal" Certification.
9. In or about May, 2014, the Sparta Township Board of Education conducted a grievance hearing based upon alleged verbal comments that were made by Mr. Acevedo.

10. The result of those inaccurate and false allegations, a grievance was filed against Mr Acevedo and a hearing conducted. As a result of the hearing, Mr. Acevedo was terminated.
11. As a direct and proximate result of the conduct of the defendants as set forth above, including the wrongful termination of the plaintiff and a violation of the Law Against Discrimination by the plaintiff, plaintiff has suffered damages.
12. Plaintiff seeks both legal damages and equitable relief so that he is protected from the defendants' wrongful conduct.
13. The conduct referred to herein occurred with actual malice and willful, wanton disregard of plaintiff's rights under the New Jersey Constitution Statutes and the New Jersey Law Against Discrimination, and involves upper management and is especially egregious and as such it merits a substantial punitive damages award.
14. As a direct and proximate result of the defendants' conduct set forth herein, in it's retaliation against plaintiff for alleged statements and exercise of the plaintiff's Constitutional rights which protected conduct caused adverse changes to plaintiff's job conditions, job status, and including the creation and maintenance of a hostile and retaliatory work environment as the result of which plaintiff has been damaged.

WHEREFORE, plaintiff, Hector Acevedo, demand judgment against the defendants, jointly, severally and/or in the alternative for compensatory damages, punitive damages, interest, attorneys fees, cost of suit and all other damages deemed by the Court to be equitable and fair.

SECOND COUNT

1. Plaintiffs repeat all allegations of the First, Count as though set forth herein in their entirety.
2. As the result of the conduct defendants, plaintiff has suffered emotional distress.
3. Defendants, through their actions, have negligently and intentionally caused plaintiff to suffer emotional distress for which he is seeking medical attention.
4. As the result of the acts and actions of the defendants herein, plaintiff has suffered and will continue to suffer personal injury including but not limited to emotional distress

WHEREFORE, plaintiff, Hector Acevedo, demand judgment against the defendants, jointly, severally and/or in the alternative for compensatory damages, punitive damages, interest, attorneys fees, cost of suit and all other damages deemed by the Court to be equitable and fair.

JURY DEMAND

PLEASE TAKE NOTICE that the plaintiff demands a trial by jury of twelve on all issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, we are hereby designating Mark J. Brancato, Esq. as trial attorney in this matter.

DEMAND FOR INTERROGATORIES

Please take notice that plaintiff hereby demands of each defendant certified answers to Uniform Form C Interrogatories within 60 days of receipt of this Complaint pursuant to Rule 4:17-1 et seq.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Please take notice that pursuant to Rule 4:10-2(b), demand is hereby made that the defendants disclose to plaintiff's attorney whether or not insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part of all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff's attorneys with true copies of those insurance agreement policies, including, but not limited to, any and declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.

CERTIFICATION

I hereby certify that the within pleading was served in the time limit of Rule 4:6-1 et seq.

McHUGH & BRANCATO
Attorney for Plaintiff

Mark J. Brancato, Esq.

HARRIS COUNTY
CIVIL DIVISION

2014 AUG 15 A 11:55

RECEIVED & FILED
SUPERIOR COURT

Dated: August 7, 2014

RELEASE

This Release, dated March 21, 2016, is given by the releasor, HECTOR ACEVEDO, referred to as "I" or "Releasor" to: SPARTA TOWNSHIP BOARD OF EDUCATION, including any and all officers, officials, employees, servants and agents of the SPARTA TOWNSHIP BOARD OF EDUCATION, referred to collectively as "Releasees" or "Board Defendants." The Releasees and Releasor are sometimes referred to collectively as "the Parties."

1. **RELEASE.** The Releasor agrees to release and give up any and all claims and rights that she may have against the Releasees and/or their present and former employees, attorneys, and insurers, including any claims for attorneys' fees and costs. This Release applies to any and all known or unknown claims resulting from anything that has happened up to now, including but not limited to all claims contained in the Complaint filed in Morris County Superior Court, Acevedo. v. Sparta Township Board of Education, Docket No.: MRS-L-2058-14.

The Releasor agrees to a voluntary dismissal with prejudice of the Complaint as to the Releasees, and unconditionally releases and discharges the Releasees from any and all debts, obligations, grievances, claims, demands, suits, judgments, or causes of action of any kind whatsoever pertaining to any act or circumstance occurring or arising up to and including the date of this Agreement, whether known or unknown, seen or unforeseen, which could be raised against Releasees in any cause of action of any kind whatsoever in tort, contract, by statute or on any other basis for compensatory, punitive or other damages, wages, expense reimbursements, disbursements, attorneys' fees, damages, and interest or costs of any kind, including, but not limited to, all rights and claims, whether in law or in equity, which Releasors or anyone acting through any of the Releasors, any of each Releasor's estate, or on behalf of any Releasor or her estate or otherwise, could assert, including, but not limited to:

claims under 42 U.S.C. § 1983, the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, *et seq.* ("Title VII"), the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, *et seq.* ("Civil Rights Act"), the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, *et seq.* ("CRA of 1991"), the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.* the Americans With Disabilities Act, Executive Orders 11246 and 11141, the Family and Medical Leave Act, 29 U.S.C. §§ 2601, *et seq.* ("FMLA"), the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 *et seq.* ("LAD"), New Jersey Civil Rights Act, N.J.S.A. 10:6-2, *et seq.*, New Jersey Family Leave Act, N.J.S.A. § 34:11B-1, *et seq.* ("FLA") the New Jersey Conscientious Employee Protection Act, N.J.S.A. §

34:19-1, *et seq.* ("CEPA"), the Equal Pay Act, 29 U.S.C. § 201 *et seq.* ("EPA"), the Rehabilitation Act, 29 U.S.C. §§ 701, *et seq.* ("RA"), the Pregnancy Discrimination Act, 42 U.S.C. § 2000, *et seq.* ("PDA"), Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831; 31 U.S.C. § 5328, 41 U.S.C. § 265 (collectively, "WPS"), the New Jersey Workers' Compensation statute, the New Jersey Wage and Hour Law, N.J.S.A. § 34:11-56a, *et seq.* ("WHL"), the New Jersey Discrimination in Wages Laws, N.J.S.A. § 34:11-56.1, *et seq.* ("DWL"), the New Jersey Wage Payment Law, N.J.S.A. § 34:11-4.1, *et seq.* ("WPL"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR § 160, *et seq.*, the New Jersey Worker Freedom from Intimidation Act, N.J.S.A. § 34:19-9, *et seq.* the New Jersey Public Employee Occupational Safety & Health Act ("PEOSHA"), N.J.S.A. § 34:6A-25, *et seq.*, and/or any and all equivalent federal, state and local law claims, whether statutory or common law, including but not limited to, claims of personal injury, breach of contract, unlawful discharge from employment, defamation, malicious interference with economic advantage, retaliation, workplace and/or sexual harassment, or educational discrimination on the basis of age, ancestry, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, color, creed, handicap or disability, marital status, national origin, nationality, sex, race, religion, sexual orientation, citizenship status, or veteran's status. Further, Releasor represents and warrants that he has received full payment of any and all wages/salary and overtime pay that may have been due to her based on her employment by the Releasees, if any.

2. **CONFIDENTIALITY.** The Parties agree that the terms and conditions of this settlement and the claims upon which it was based shall remain confidential to the extent permitted by law. Releasor agrees that he will not publish, in any manner, or attempt to publish the terms of the settlement. The Parties agree that any request for information concerning the terms and conditions of this settlement and the claims upon which it is based will be governed by the Open Public Records Act, N.J.S.A. 47:1A-1, *et seq.* Releasor agrees not to discuss this case or settlement with the media, or third parties, other than immediate and trusted family members, medical providers or accountants and Releasor agrees to instruct her family members, accountants and attorneys of this confidentiality requirement.
3. **NONADMISSION OF LIABILITY.** It is expressly understood that this Release shall not constitute an admission of liability on the part of the Releasees or any admission by Releasees that any actions or inactions of any of the Releasees were, in any way, negligent or below the acceptable standards of practice and/or not compliant with any federal, state, or local law.

4. **PAYMENT.** In consideration of the promises and commitments set forth herein, the Releasees, solely through their insurer, will pay Releasor and his counsel the total sum of fifty thousand dollars (\$50,000.00) in full and final satisfaction for all alleged claims and damages including, but not limited to, all claims against Releasees for compensatory damages, emotional distress damages, punitive damages, attorneys' fees and costs allegedly incurred by Releasor. The Releasor agrees that he will not seek anything further, including any other payment(s) or compensation from Releasees. The Releasor also understands and agrees that neither the Releasees, nor the Releasees' counsel, have made any representations to Releasor concerning the taxability of the settlement payment. If any tax liability arises from the payment referenced above related to Releasor's failure to pay taxes or underpayment of taxes, Releasor will be solely responsible for the payment of such tax or taxes. In the event any federal, state or local taxing authority makes any claim, after the execution of this Agreement for any tax in connection with the payment referenced above, Releasor will indemnify and hold Releasees harmless with respect to any such tax claim in reference to Releasor's failure to pay or underpayment of taxes.

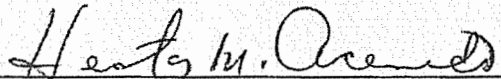
5. **LIENS.** Releasor agrees that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasor and/or his Attorneys, including but not limited to any Medicare 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 claims based on subrogation or any other legal or equitable theory. Releasor, 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 based on such claims and/or liens, including the payment of any fines, charges and attorney's 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 agrees to pay all costs, interest and attorney's fees relative to any such lien.

6. **INDEMNITY AND DEFENSE.** In the event that the Releasor shall recover any monies from any person who thereafter seeks indemnification from him arising from claims released in this document, the Releasor shall indemnify and hold the Releasees harmless for any money spent in defending against these claims including, but not limited to, attorneys' fees, costs of suit, judgment, or settlement.

7. **WHO IS BOUND.** Both Parties are bound by this Release. Anyone who succeeds to the Releasor's rights and responsibilities, such as his heirs or the executor(s) of his estate, are also bound. This Release is made for the benefit of the Releasees, and all who succeed to the rights and responsibilities of the Releasees.

8. **GOVERNING LAW.** This Release shall be governed and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of law provisions.

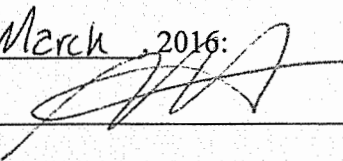
9. **SIGNATURE.** I have read, understand, and agree to the terms of this Release.


HECTOR ACEVEDO

Sworn to and Subscribed

Before me this 21 day

of March, 2016:



MARK J. BRANCATO
ATTORNEY AT LAW
STATE OF NEW JERSEY