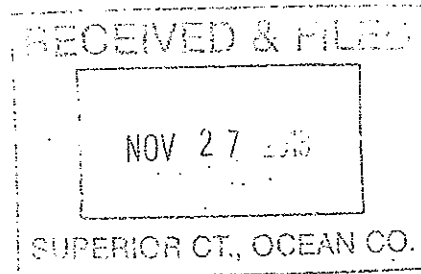


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STEPHEN STANZIANO

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

Plaintiff(s),

DOCKET NO. OCN- L-1245-13

v.

Civil Action

MICHAEL FRESSOLA, Individually,
ELENA ZSOLDOS, Individually,
MANCHESTER TOWNSHIP,
JOHN AND JANE DOES (1-100),
ABC CORPS. (1-100), and
XYZ INC. (1-100),

**THIRD AMENDED COMPLAINT, DEMAND
TO PRESERVE EVIDENCE AND JURY
DEMAND**

Defendant(s).

Plaintiff, Stephen Stanziano, by way of Third Amendment to the Complaint says:

FACTUAL ALLEGATIONS

1. All allegations and claims asserted in their Complaint filed on May 3, 2013; First Amended Complaint filed on May 22, 2013 are hereby re-alleged and reasserted except to add the following:

TENTH COUNT

1. Plaintiff repeats all allegations set forth in his filed Complaint, as amended, as though set forth at length herein.

2. On or about August 26, 2013, defendant Fressola issued a notice to plaintiff therein advising that plaintiff was terminated from his employment with the defendant Township effective September 17, 2013 (Exhibit "A").

3. Upon his termination plaintiff sought to avail himself of the benefits to which he was entitled pursuant to a certain Employment Agreement which was effective January 23, 2017 (Exhibit "B")("Agreement").

4. The Township advised plaintiff through its counsel that plaintiff was not entitled to said benefits given the Township's definition of the word "termination" as that term was used in the Agreement (Exhibit "C"). The Agreement does not define the word "termination".

5. Plaintiff advised defendants on October 16, 2013 (Exhibit "D") that defendants, inter alia, were judicially estopped from taking a position that plaintiff was terminated (a) when he was suspended with pay which occurred on or about May 10, 2013, and (b) not terminated on September 17, 2013 as set forth in the defendant Mayor's August 26, 2013 letter.

6. Defendant Township has breached said Agreement.

7. Defendant Township violated the implied covenant of good faith and fair dealing.

8. Said breach is the proximate cause of damages being suffered by plaintiff.

WHEREFORE, Plaintiff demands judgment against the defendant, Township for:

- (1) Compensatory Damages;
- (2) Punitive Damages;
- (3) Attorney's fees;
- (4) Costs of Suit;
- (5) Lawful interest;
- (6) Such other relief as the Court deems equitable and appropriate.

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiff's employment, to plaintiff's cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, MySpace, etc.), and any other information and/or data and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, please be advised that Ronald L. Lueddeke, Esq. is hereby designated as trial counsel in the above entitled matter.

JURY DEMAND

Plaintiff, Stephen Stanziano demands a jury trial on all issues.

CERTIFICATION

Pursuant to R. 4:5-1(b)(2) the undersigned attorneys for Plaintiff hereby certifies that the matter in controversy is not the subject of another action pending in the Superior Court of New Jersey. The undersigned further certifies that he is unaware of any other parties who should be joined in this action at this time.

Dated:

By: Ronald L. Lueddeke
Ronald L. Lueddeke, Esq.

Dated: 11/22/13

By: Lynda Lee
Lynda Lee, Esq.