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**FILED**  
APR 27 2012  
CIVIL DIVISION  
SUPERIOR COURT-CAPE MAY COUNTY

CHARLES DONALD YOUNG,  
Plaintiff,

v.

CAPE MAY COUNTY SPECIAL  
SERVICES SCHOOL DISTRICT;  
UPPER TOWNSHIP SCHOOL  
DISTRICT; AND SHEPPARD BUS  
COMPANY; JOHN DOE EMPLOYEES 1-  
10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CAPE MAY COUNTY

DOCKET NUMBER: CPM-L-189-12

CIVIL ACTION

**COMPLAINT AND DEMAND  
FOR JURY TRIAL, et al.**

Plaintiff Charles Donald Young, by way of complaint against  
defendants, hereby avers:

**PARTIES**

1. The plaintiff Charles Donald Young ("Young") is a resident of the State of New Jersey.
2. The defendant Upper Township School District (UTSD) is a public entity organized and existing pursuant to the laws of the State of New Jersey, with a place of business at 525 Perry Road, Petersburg, New Jersey 08270.
3. The defendant Cape May County Special Services School District (Special Services) is a public entity organized and existing pursuant to the laws of the State of New Jersey, with a

place of business at 148 Crest Haven Road, Cape May Court House, New Jersey 08210.

4. Sheppard Bus Company is a private busing company located at 300 Main Street, Millville, New Jersey.

5. The defendants John Doe Employees 1-10 are as yet unknown and unidentified municipal or county officials, supervisors, agents, employees or entities, acting in their official capacities under color of law. They are being sued in their individual and official capacities.

#### **ALLEGATIONS**

5. Sheppard Bus Company was contracted with multiple school districts, including Special Services, UTSD, and Lower Cape May Regional School District Board of Education (LCMRSD) to provide busing services for their students.

6. Young worked as a bus aide with Sheppard Bus Company from September 2006 to April 28, 2010.

7. The defendants paid Sheppard Bus Company, which in turn paid Young for services rendered to the defendants.

8. The defendants had the power to control the means and manner of Young's work performance.

9. The defendants furnished Young's "workplace" by making bus routes available for Sheppard's services.

10. The services offered by Young were an integral part of the defendants' business of educating transported students in their facilities.

11. Young was required to adhere to the defendants' work policies.
12. On April 25, 2007, Young filed a multi-count complaint against LCMRSD and affiliated employees for the following claims: a) LAD hostile workplace environment; b) LAD Retaliatory Discharge; c) Intentional and Negligent Infliction of Emotional Distress; d) Wage Claim under the Federal Fair Labor Standards Act, and e.) NJ Wage/Hour claim.
13. The 2007 complaint averred that, notwithstanding Young being a heterosexual male, he was regularly subjected to written and oral harassment based on LCMRSD employees' characterization of him as a homosexual.
14. An Amended Complaint was filed on May 15, 2007.
15. On October 22, 2007 Defendants Lower Cape May Regional School District Board of Education, et. al. filed a Third Party Complaint Against the Cape May County Special Services School District Board of Education. That Third Party Complaint was answered on December 18, 2007.
16. On May 1, 2009, defendant Cape May County Special Services School District Board of Education was dismissed after a motion for summary judgment was granted by Judge Todd.
17. Young's 2007 lawsuit was settled on June 19, 2009; against Defendants Lower Cape May Regional School District Board of Education, Joanne Goodman, Frank Onorato, Joe Battle, Jack B. Pfizenmayer and Marty Biersbach.

18. The plaintiff continued to work for the defendants.
19. The defendants subsequently forced Young's removal from their bus routes, effectively firing the plaintiff.
20. Shortly after plaintiff settled with Lower Cape May Regional School District Board of Education, the defendants Upper Township School District and Cape May County Special Services School District took adverse action against the plaintiff.
21. On April 27, 2010, UTSD emailed Sheppard Bus Company saying that UTSD wanted the plaintiff removed from "any buses that transport Upper Township students."
22. The same day, Sheppard Bus Company emailed UTSD that there was "no problem" in removing Young from his job, but that he wanted "something in writing so we can make it official."
23. The next day, April 28, 2010, at 10:39 a.m., UTSD emailed Sheppard a formal request for Young's removal. The letter said that it was the desire of both Upper Township and Cape May County Special Services that "Donald not aide on any buses."
24. Less than four hours later, at 2:32 p.m., Sheppard emailed UTSD that "Mr. Young was pulled today as a result of district decision." [sic]
25. On April 28, 2010, the plaintiff was wrongfully discharged from his employment as a bus aide aboard buses operated by Sheppard Bus Company and contracted to Special Services and

UTSD. The defendants wrongfully ordered Sheppard Bus Company to remove the plaintiff from all bus routes in their districts.

26. The defendants claimed their April 28, 2010, decision was based upon two to three grievances/complaints made one year earlier in March and April, 2009, regarding unfounded allegations of arguments between plaintiff and a few public school employees, and upon an undisclosed number of unfounded allegations by a notoriously problematic student alleging the plaintiff behaved inappropriately with unidentified students.

27. In actuality, defendants' adverse action was retaliatory, in that it was motivated by plaintiff's prior lawsuit against LCMRSD and defendants' animus against plaintiff because he filed and successfully prosecuted that lawsuit. Defendants' alternative explanation for their actions against plaintiff was entirely pretextual.

**CAUSES OF ACTION**

**COUNT I**

**Intentional Interference with a Contractual Relationship**

28. Plaintiff restates the allegations herein.

29. The defendants were not parties to the contractual relationship between the plaintiff and Sheppard Bus Company.

30. The defendants unreasonably and actually interfered with the plaintiff's contractual relationship with Sheppard Bus Company.

31. The defendants acted intentionally and without justification or excuse.

32. As a proximate result of the defendants' conduct, the plaintiff has been injured, in that he was deprived of her employment, and was caused to suffer physical, mental, financial, and emotional distress.

**COUNT II**  
**N.J.S.A. 10:5-1 et. seq. - Retaliatory Conduct**

33. Plaintiff restates the allegations herein.

34. The plaintiff was an employee of the defendants, within the meaning of the New Jersey Law Against Discrimination.

35. The plaintiff filed a complaint on April 25, 2007 against Lower Cape May Regional School District Board of Education for discrimination based upon perceived sexual orientation - a protected activity for purposes of retaliation.

36. This activity was known to the defendant employers.

37. The plaintiff employee was subject to adverse employment decisions by being removed from all bus routes servicing the defendants' school districts.

38. Defendants' actions were retaliatory as set forth above and constituted a reprisal against plaintiff for having filed his prior complaint in 2007.

39. As a proximate result of the defendants' conduct, the plaintiff has been injured, in that he was deprived of her employment, and was caused to suffer physical, mental, financial, and emotional distress.

**COUNT III**  
**Civil Conspiracy**

40. Plaintiff restates the allegations herein.

41. The defendants conspired to punish and retaliate against plaintiff because of his actions in filing a complaint against Lower Cape May Regional School District Board of Education for their illegal and improper actions.

42. In furtherance of that conspiracy, defendants individually and jointly ordered the termination of plaintiff's access as bus aide on bus routes serving the defendants' students.

43. As a proximate result of the defendants' conduct, the plaintiff has been injured, in that he was deprived of her employment, and was caused to suffer physical, mental, financial, and emotional distress.

**COUNT III**  
**N.J.S.A. 2A:15-5.1 et. seq. - Punitive Damages**

44. Plaintiff restates the allegations herein.

45. The defendants committed a tort against the plaintiff.

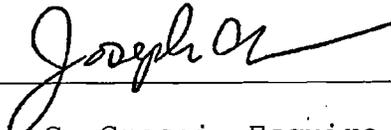
46. The plaintiff suffered harm as a result of the defendants' actions.

47. The defendants' acts were actuated by actual malice or accompanied by a wanton and willful disregard of persons who foreseeably might have been harmed by those acts

**CERTIFICATION**

To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

BARRY, CORRADO & GRASSI, P.C.

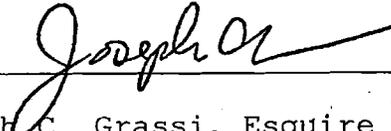


Joseph C. Grassi, Esquire

**JURY DEMAND**

Plaintiff hereby demands trial by jury as to each and every issue raised by this complaint.

BARRY, CORRADO & GRASSI, P.C.



Joseph C. Grassi, Esquire

**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE**

Pursuant to R. 4:10(b), demand is hereby made that Defendants disclose to Plaintiff's attorneys whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment and provide Plaintiff's attorneys with true copies of such insurance agreements of policies including,

any and all declaration sheets. This demand shall be deemed to include and cover not only primary coverage but also any and all excess catastrophic and umbrella policies.

In addition to the foregoing, this demand specifically includes a demand for information regarding workers' compensation coverage, whether insured or self-insured, which may be required to provide coverage for Plaintiff's damages pursuant to *Schmidt v. Smith*, 155 N.J. 44 (1998).

**DEMAND FOR ANSWERS TO INTERROGATORIES**

Pursuant to R. 4:17-1(b)(ii), demand is hereby made that Defendants answer Form C Interrogatories within sixty (60) days after service of their Answer to this Complaint.

**DEMAND FOR PRESERVATION OF RECORDS**

Demand is hereby made that Defendants preserve all parties' complete personnel/employment file of the above-named defendants and all John Does that are yet identified but reasonable related to the matters set forth herein.

**DEMAND FOR PRESERVATION OF ELECTRONICALLY STORED INFORMATION**

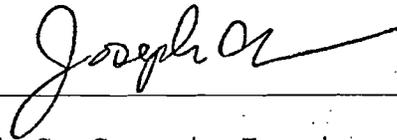
Demand is hereby made that the Defendants create mirror images of all storage devices and/or media in order to keep and preserve any and all electronically stored information and/or correspondence, including metadata regarding the Plaintiff, the Defendants and the matters herein complained, including, emails both sent and received. This demand

specifically calls for the preservation of records created and/or stored by the Defendants, their employers and/or independent contractors in any electronic format maintained on any systems, devices and/or computers in the possession of the Defendants, their employers and/or independent contractors, whether such systems, devices and/or computers are maintained at the Defendants' places of business, external locations or personal residences.

**R.4:18-1 DEMAND FOR PRODUCTION OF DOCUMENTS**

Demand is hereby made that Defendants produce a complete certified copy of Plaintiff's entire personal file.

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in cursive script, appearing to read "Joseph C. Grassi", is written over a horizontal line.

Joseph C. Grassi, Esquire

Dated:4-27-12

RELEASE OF ALL CLAIMS

That Charles Donald Young (hereinafter the Releasor[s]), for the sole consideration of NINETEEN THOUSAND Dollars (\$19,000.00) to the undersigned paid, receipt whereof is hereby acknowledged received from the NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP, CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT, SHEPPARD BUS SERVICE, INC. misidentified in Complaint as SHEPPARD BUS COMPANY, and UPPER TOWNSHIP SCHOOL DISTRICT 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 Cape May County Special Services School District, Sheppard Bus Service, Inc. misidentified in Complaint as Sheppard Bus Company and Upper Township School District (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, his separation from or any events whatsoever which occurred during or as a result of his employment with the Cape May County Special Services School District, Sheppard Bus Service, Inc. misidentified in Complaint as Sheppard Bus Company and/or Upper Township School District.

This Release and the amount of the settlement indicated herein, is to be inclusive of any claims the plaintiff and/or 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 even 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 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) and their Attorneys agree 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.

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 Cape May County Special Services School District, Sheppard Bus Service, Inc. misidentified in Complaint as

Sheppard Bus Company and Upper Township School District 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 Cape May County Special Services School District, Sheppard Bus Service, Inc. misidentified in Complaint as Sheppard Bus Company and Upper Township School District, the position held and the time period that the plaintiff was employed by the Cape May County Special Services School District, Sheppard Bus Service, Inc. misidentified in Complaint as Sheppard Bus Company and Upper Township School District. Under the terms of this agreement such a letter will be termed a "neutral reference letter".

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

Signed, Sealed and delivered this 18 day of February, 2015.

Charles Donald Young  
Charles Donald Young

Date: 2-18-15

STATE OF NEW JERSEY :  
COUNTY OF :

I CERTIFY that on February 18, 2015,  
Charles Young personally came before me and  
acknowledged under oath, to my satisfaction, that this person (or  
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her  
act and deed.

Signed and sworn to before me on  
February 18, 2015

Christine E Burton

**CHRISTINE E. BURTON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 8/30/2015**

(Print name of attesting witness  
below signature)

Prepared by: Peter H. Spaeth