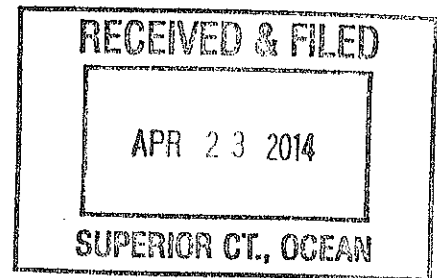


John P. Brennan, Jr.
Attorney at Law
Avon Professional Building
43 Main Street, Suite 1B
Avon-by-the-Sea, New Jersey 07717
Attorney for plaintiff, Thomas E. Pancoast



THOMAS E. PANCOAST	:	SUPERIOR COURT OF NEW JERSEY
Plaintiff	:	LAW DIVISION, OCEAN COUNTY
v	:	
	:	Docket No. <i>2 1136-14</i>
SOUTHERN REGIONAL BOARD OF	:	Civil Action
EDUCATION and JOHN DOES 1-10	:	
Defendant	:	
	:	COMPLAINT AND JURY DEMAND

By his counsel, John P. Brennan, Jr., Esquire, plaintiff, Thomas E. Pancoast, residing at 16 Steven Drive, Manahawkin, NJ 08050, by way of Complaint against defendants, Southern Regional Board of Education and John Does 1-10, that the defendants discriminated against plaintiff on the basis of his age 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, Thomas E. Pancoast, residing at 16 Steven Drive, Manahawkin, NJ 08050, was an employee of defendant, Southern Regional Board of Education, for all periods relevant to this Complaint.
2. Defendant, Southern Regional Board of Education, is a New Jersey municipal corporation with offices at 105 Cedar Bridge Road, Manahawkin, NJ 08050 and was the employer of the plaintiff, Thomas E. Pancoast, 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, Thomas E. Pancoast, was hired by defendant, Southern Regional Board of Education on September 22, 2008 . His duties include part-time school bus driver.
5. Thomas E. Pancoast was born on November 30, 1943, age 70.
6. When he was hired Mr. Pancoast was advised that prospective open full-time contract bus driver positions would be filled on a seniority basis from the pool of part-time drivers without motor vehicle or other incidents on their record. On August 6, 2013, a School Bus Driver Anticipated Vacancy for the 2013-2014 School Year was publicly posted. On August 6, 2013, Mr. Pancoast applied for the position. He was the most senior applicant from the part time pool without any motor vehicle or other incidents on their record. Despite this, the defendant Southern Regional Board of Education hired two (2) full-time contract drivers with less seniority than Mr. Pancoast and who were younger in age and another driver with the same seniority but who was dramatically younger in age. Mr. Pancoast was not given an interview.
7. In response, Mr. Pancoast complained to the Transportation Office about the discriminatory treatment. The next day, the Southern Regional School District Business Administrator came to the Transportation Office and met with Mr. Pancoast and advised him that starting the following weeks' schedule, Mr. Pancoast would lose his position as "steady in and out" driver and that the part-time drivers "in and out position " would now rotate every two (2) weeks. In fact, the only driver who was removed from his "steady in and out" route was Mr. Pancoast. Mr. Pancoast then filed a complaint with the defendant, Southern Regional Board of Education Office of Affirmative Action on November 19, 2013. Also, in early January 2013, Mr. Pancoast met with the Southern Regional District, Superintendent of Schools to complain of discriminatory treatment.

8. On January 13, 2014, a School Bus Driver Anticipated Vacancy for the 2013-2014 School Year was publicly posted. On January 15, 2014, Mr. Pancoast applied for the position. He was the most senior applicant from the part time pool without any motor vehicle or other incidents on their record. Despite this, the defendant Southern Regional Board of Education hired two (2) full-time contract drivers with less seniority than Mr. Pancoast and who were younger in age. Mr. Pancoast then on April 1, 2014 met with the Southern Regional District, Superintendent of Schools and Business Administrator to complain of discriminatory and retaliatory treatment. Mr. Pancoast complaint was ignored.

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

9. Plaintiff, Thomas E. Pancoast, re-asserts and re-alleges each of the allegations set forth in Paragraphs 1 through 8 as f set forth more fully here.

10. Thomas E. Pancoast is a protected "employee" and defendants are covered "employer" for purposes of applying the New Jersey Law Against Discrimination. He was fully qualified for the position of full time bus driver for which he applied on two occasions.

11. It is more likely than not that Defendants intentionally discriminated and committed unlawful employment practices against Thomas E. Pancoast based upon his age at least in part and that Mr. Pancoast's age made an actual difference in the decision not to promote.

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

WHEREFORE, plaintiff, Thomas E. Pancoast, demands judgment against the defendants, Souther Regional Board of Education and John Does 1-10, jointly and severally, for:

- a. Preliminary and permanent injunctive relief requiring the defendant to install plaintiff, Thomas E. Pancoast, to the position of full time contract bus driver, with full seniority and benefits retroactive to the date of the failure to promote and with full retroactive 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

13. The plaintiff, Thomas E. Pancoast, reiterates and re-alleges each of the allegations set forth in Paragraphs 1 through 12 as if set forth more fully here.
14. Plaintiff, Thomas E. Pancoast, reasonably believed that his failure to be promoted to full time school bus driver and his removal from his "steady in and out" route 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.
15. Plaintiff, Thomas E. Pancoast, "blew the whistle" by reporting the wrongful activity, policy and practice to the Office of Affirmative Action and the Superintendent of the Southern Regional School District.
16. As a result of Mr. Pancoast blowing the whistle, he was retaliated against in the terms and conditions of his employment.

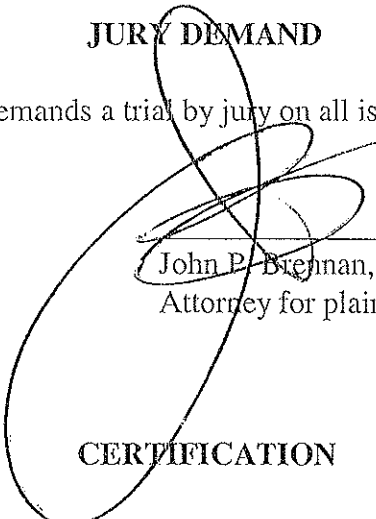
WHEREFORE, plaintiff, Thomas E. Pancoast, demands judgment against the defendants, Souther Regional Board of Education and John Does 1-10, jointly and severally, for:

- a. Preliminary and permanent injunctive relief requiring the defendant to install plaintiff, Thomas E. Pancoast, to the position of full time contract bus driver, with full seniority and benefits retroactive to the date of the failure to promote and with full retroactive 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, Thomas E. Pancoast, demands a trial by jury on all issues so triable.

Dated: April 21, 2014

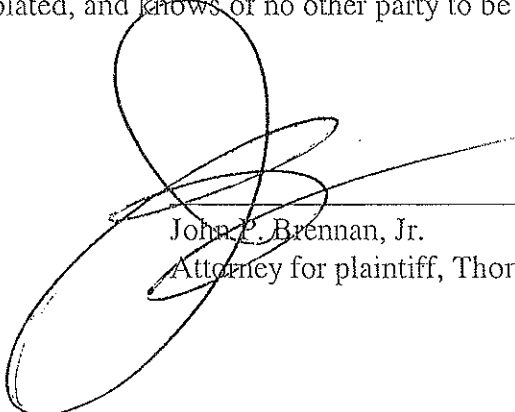


John P. Brennan, Jr.
Attorney for plaintiff, Thomas E. Pancoast

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: April 21, 2014



John P. Brennan, Jr.
Attorney for plaintiff, Thomas E. Pancoast

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this ____ day of _____, 2015, between THOMAS PANCOAST (referred to herein as "PANCOAST"), plaintiff in that certain civil action (the "Civil Action") pending in the SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, OCEAN COUNTY, and styled (Thomas Pancoast v. Southern Regional Board of Education, et als), Docket No. L-1136.14, on the one hand, and the SOUTHERN REGIONAL BOARD OF EDUCATION (referred to herein as the "SCHOOL DISTRICT DEFENDANTS") on the other hand.

By means of this Agreement, PANCOAST intends to fully and unconditionally release any and all claims he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against the SCHOOL DISTRICT DEFENDANTS, and each of the SCHOOL DISTRICT DEFENDANTS' affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVI below.

I. Consideration

The parties acknowledge that the settlement in this matter includes a monetary payment of Thirty Thousand Dollars (\$30,000.00) made payable to John P. Brennan, Jr., Esquire, as well as a recommendation to be provided to the SOUTHERN REGIONAL BOARD OF EDUCATION at its November 11, 2015 meeting that PANCOAST be hired as a full-time bus driver. The parties acknowledge that the SOUTHERN REGIONAL BOARD OF EDUCATION is required to approve and ratify this settlement, including the recommendation to hire PANCOAST as a full-time bus driver. The parties further agree that PANCOAST'S anticipated hiring and subsequent employment will be governed by those provisions set forth in the November 25, 2014 Agreement between Southern Regional Transportation Association and the SOUTHERN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION.

The payment shall be made within twenty-one (21) days of the complete execution of this Agreement and the approval and ratification of same by the SOUTHERN REGIONAL BOARD OF EDUCATION at its November 11, 2015 meeting.

II. Covenant to Not Pursue Further Legal Action

PANCOAST hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without costs as to all parties. PANCOAST shall take no further action against any individual or entity based upon the matters set forth within PANCOAST'S pleadings and/or based upon any other cause of

action that PANCOAST may have stemming or originating from PANCOAST'S employment with the SCHOOL DISTRICT DEFENDANTS.

III. General Release

Whereas PANCOAST brought the Civil Action alleging damages for claims as set forth in his pleadings in the Civil Action, including, but not limited to, claims for pain and suffering, embarrassment and humiliation, as well as emotional distress, and in consideration for the terms and conditions set forth herein, PANCOAST, and his heirs, successors and assigns, hereby voluntarily waives, generally releases and discharges Releasees from any and all rights or claims that PANCOAST may have against Releasees, for any and all reasons, including, but not limited to, claims of employment discrimination or harassment with regards to any alleged protected category, status or class, including but not limited to political affiliation, political activity, age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever for anything that has happened from the beginning of time to the date that this document is executed. PANCOAST specifically waives any claims which were or could have been set forth in the Civil Action, as well as any rights that PANCOAST may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Equal Pay Law;
- Individuals with Disabilities Education Act;

- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. These claims shall be referred to as the "Released Claims".

IV. Release Includes Unknown Claims

A. PANCOAST understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which he has or may have against the Releasees, individually or collectively.

B. PANCOAST further acknowledges that he may hereafter discover facts different from or in addition to those which he now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

C. PANCOAST represents and acknowledges (i) that he and his attorneys have conducted whatever investigation was deemed necessary by his and his attorneys to ascertain all facts and matters related to this Agreement; (ii) that he has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that he is not relying in any way on any statement or representation by the SCHOOL DISTRICT DEFENDANTS or its attorneys, except as expressly stated herein, in reaching his decision to enter into this Agreement.

V. No Assignment or Transfer of Released Claims

PANCOAST represents and warrants that as of the Effective Date, PANCOAST has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. PANCOAST hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VI. No Admission of Liability

PANCOAST understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the SCHOOL DISTRICT DEFENDANTS as to any matters whatsoever and that the SCHOOL DISTRICT DEFENDANTS merely intend by this Agreement to avoid further litigation and buy its peace.

VII. Allocation

The parties acknowledge that the Civil Action included claims for personal injuries alleged to be sustained by PANCOAST, including but not limited to, allegations that PANCOAST sustained physical manifestations of emotional distress. Notwithstanding the foregoing, all Parties acknowledge that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with PANCOAST'S receipt of the settlement proceeds discussed above. Further, PANCOAST understands and agrees that the SCHOOL DISTRICT DEFENDANTS have not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings, and that payment by the insurer for the SCHOOL DISTRICT DEFENDANTS shall be memorialized utilizing Box 3 on Internal Revenue Service Form 1099. PANCOAST agrees that he shall be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any party to pay any such taxes or other withholdings which arise from the payment made hereunder.

VIII. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by PANCOAST and a duly authorized representative of the SCHOOL DISTRICT DEFENDANTS, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

IX. Dismissal

Contemporaneously with the execution of this Agreement, PANCOAST and the SCHOOL DISTRICT DEFENDANTS, through their respective counsel, shall execute the Stipulation of Dismissal, a copy of which is appended hereto as Exhibit A, which shall be filed promptly in the Court in which the Civil Action is pending.

X. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XI. Attorneys' Fees, Costs and Expenses

PANCOAST understands and agrees that the aforesaid payments to her include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented his or with whom he has consulted or who have done anything in connection with the Civil Action and/or the Released Claims.

XII. Entire Agreement

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

XIII. Understanding

PANCOAST acknowledges and represents that he has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

XIV. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. PANCOAST agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the Courts of the State of New Jersey.

XVI. Counterparts Acceptable

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

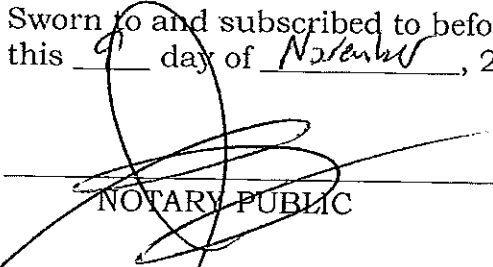
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

THOMAS PANCOAST



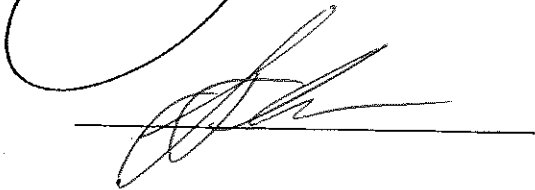
Date: 11-9-15

Sworn to and subscribed to before me on this 9 day of November, 2015.


NOTARY PUBLIC

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

STEVEN TERHUNE, BUSINESS ADMINISTRATOR



Date: 11/11/15

Sworn to and subscribed to before me on this 11th day of November, 2015.


NOTARY PUBLIC

KATHLEEN CONNOLLY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/22/2018

EXHIBIT A

TIMOTHY R. BIEG, ESQUIRE – ID:024112005
MADDEN & MADDEN, P.A.
108 KINGS HIGHWAY EAST - SUITE 200
POST OFFICE BOX 210
HADDONFIELD, NEW JERSEY 08033
TEL: (856) 428-9520
Attorney for Defendants SOUTHERN REGIONAL BOARD OF EDUCATION

<p>THOMAS PANCOAST</p> <p>Plaintiff(s),</p> <p>v.</p> <p>SOUTHERN REGIONAL BOARD OF EDUCATION</p> <p>Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY OCEAN COUNTY LAW DIVISION</p> <p>DOCKET NO: L-1136-14</p> <p>CIVIL ACTION</p> <p>STIPULATION OF DISMISSAL WITH PREJUDICE AND WITHOUT COSTS</p>
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This matter is hereby dismissed with prejudice and without costs.

MADDEN & MADDEN, P.A.

Timothy R. Bieg, Esquire
Attorney for Defendants

John P. Brennan, Esquire
Attorney for Plaintiff