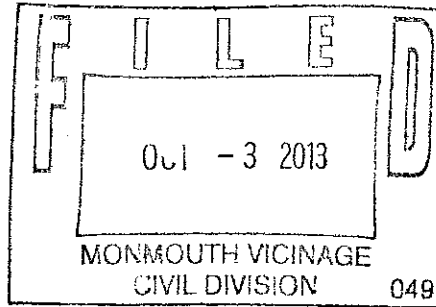


NEAL M. UNGER, P.C.  
 ATTORNEYS AT LAW  
 334 MILLTOWN ROAD  
 THIRD FLOOR  
 EAST BRUNSWICK, NEW JERSEY 08816  
 (732) 390-1744  
 ATTORNEYS FOR PLAINTIFF  
 ATTORNEY ID NO.: 018531983



SUSAN J. COLLINS,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
Plaintiff,	:	MONMOUTH COUNTY
	:	
v.	:	DOCKET NO.: L-3877-13
	:	
SHORE REGIONAL HIGH SCHOOL	:	
DISTRICT, SHORE REGIONAL	:	CIVIL ACTION
HIGH SCHOOL DISTRICT BOARD	:	
OF EDUCATION, DONNA	:	
APPLEGATE, DENNIS KOTCH,	:	COMPLAINT AND JURY DEMAND
MATILDA LUKANOVIC, X AND Y	:	
CORPORATIONS (said name or	:	
names being fictitious and	:	
presently unknown), and	:	
JOHN DOES 1-10, (said names	:	
being fictitious and	:	
presently unknown),	:	
	:	
	:	
Defendants.	:	

Plaintiff, Susan J. Collins, residing at 165 Harvey Avenue, in the Township of Middletown, County of Monmouth, and State of New Jersey by way of Complaint against Defendants says:

**FIRST COUNT**

1. Plaintiff Susan J. Collins commenced employment with Defendant(s) Shore Regional High School District and/or Shore Regional High School's Board of Education (hereinafter collectively referred to as "Shore Regional"), X and/or Y Corporations on or about September 1, 2008. At all times relevant to this Complaint,

Plaintiff worked for Defendant(s) as a bus driver.

2. At all times relevant to this Complaint, Defendants Shore Regional, and/or X and Y Corporations was/were a school district or other public entity or entities in the State of New Jersey, and maintained facilities located at 132 Monmouth Park Highway in West Long Branch, Monmouth County, New Jersey.

3. At all times relevant to this Complaint, upon information and belief, Defendants Dennis Kotch, Donna Applegate, and Matilda Lukanovic were employees of Defendants Shore Regional, X, and/or Y Corporations, who were employed in supervisory and/or in management positions.

4. At all times relevant to this Complaint, Plaintiff performed her duties of employment in a skilled and diligent manner.

5. On or about January 30, 2012, Plaintiff injured her left shoulder and neck while she was working for Defendants. Plaintiff sought and eventually received Workers' Compensation benefits for her injuries.

6. Upon information and belief, Defendants, individually, jointly and/or severally retaliated against Plaintiff for seeking and receiving Workers' Compensation benefits, up to and including the termination of Plaintiff on or about December 11, 2012.

7. At the very least, either the sole or one of the substantial reasons for Defendants' mistreatment of Plaintiff up to

and including Plaintiff's termination was Defendants' retaliation against Plaintiff for seeking Workers' Compensation Benefits under the Workers' Compensation Laws of the State of New Jersey, as Plaintiff was entitled to do.

8. The Defendants' intentional acts and defiance of the legislative intent of the Workers' Compensation Laws of the State of New Jersey are against the public policy of the State of New Jersey and in violation of N.J.S.A. 34:15-1 et. seq.

9. The Defendants' illegal and wrongful termination of Plaintiff's employment caused Plaintiff humiliation, embarrassment, emotional distress, lost income, and financial hardship.

**WHEREFORE**, Plaintiff demands judgment against Defendants, individually, jointly and/or severally as follows:

- (a) for economic damages, including, without limitation, both back pay and front pay;
- (b) for punitive damages;
- (c) for attorneys' fees;
- (d) for lawful interest; and
- (e) for such other and further relief as the Court may deem equitable and just.

#### **SECOND COUNT**

1. Plaintiff repeats and re-alleges each of the allegations of the First Count of this Complaint as if set forth fully herein

at length and incorporates same by reference hereto.

2. Plaintiff worked for Defendants in excess of 1,250 hours during the twelve month period prior to Plaintiff's termination by Defendants.

3. During the relevant time period, Plaintiff was therefore entitled to benefits under the Family Medical Leave Act, 29 U.S.C.A. 2601 et. seq. (hereinafter, "FMLA"), including without limitation medical leave for her injuries.

4. Upon information and belief, Defendant(s) were aware of Plaintiff's medical situation and the fact that her treating physicians had advised that she was unable to work due to her injury.

5. Upon information and belief, Defendant(s) did not properly notify Plaintiff of her right to take medical leave as required by the Family Medical Leave Act, 29 U.S.C.A. 2601 et. seq. (hereinafter, "FMLA").

6. Upon information and belief, Defendants improperly calculated Plaintiff's leave period under the FMLA.

7. Upon information and belief, Defendant(s) terminated Plaintiff in retaliation for seeking and receiving benefits under the FMLA.

8. Upon information and belief, Defendant(s) otherwise interfered with and violated Plaintiff's rights under the FMLA.

9. The Defendants' intentional acts and defiance of the

legislative intent of the Family Medical Leave Act are against public policy and are in violation of 29 U.S.C.A. 2601 et. seq.

**WHEREFORE**, Plaintiff demands judgment against defendants, individually, jointly and/or severally as follows:

- (a) for economic damages, including, without limitation, back pay and front pay;
- (b) for lawful interest;
- (c) for attorneys' fees;
- (d) for costs of suit;
- (e) for such other and further relief as the Court may deem equitable and just.

**THIRD COUNT**

1. Plaintiff repeats and re-alleges each of the allegations of the First and Second Counts of this Complaint as if set forth fully herein at length and incorporates same by reference hereto.

2. On or about October 22, 2012, Plaintiff complained to the New Jersey Department of Labor (hereinafter "NJDOLE") or a similar state agency about her concerns that Defendants violated her legal rights, including without limitation, her rights under the FMLA.

3. Defendants' actions in terminating Plaintiff were at least, in substantial part, in retaliation for Plaintiff's complaint to the NJDOLE concerning Defendants' violation of her legal rights, in violation of N.J.S.A. 34:19-1 et seq., the New

Jersey Conscientious Employee Protection Act.

4. The Defendants' illegal and wrongful termination of Plaintiff's employment caused Plaintiff embarrassment, humiliation, physical distress, emotional distress, loss of income, and other damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants pursuant to N.J.S.A. 34:19-5, individually, jointly, and/or severally as follows:

- a. for compensatory damages;
- b. for damages for economic loss, including, without limitation, lost wages and fringe benefits;
- c. for front pay, if appropriate, in an amount to be determined;
- d. for punitive damages;
- e. for attorneys fees;
- f. for costs of suit;
- g. for lawful interest, including prejudgment interest;  
and
- h. for such other and further relief as the Court deems appropriate and just.

**FOURTH COUNT**

1. Plaintiff repeats and re-alleges each of the allegations of all previous Counts of this Complaint as if set forth fully herein at length and incorporates same by reference hereto.

2. It is believed that Plaintiff was terminated at least in substantial part due to her physical condition and/or injury.

3. Defendants, individually, and/or through their servants, agents and/or employees, engaged in unlawful discriminatory employment practices by discriminating against plaintiff on the basis of her physical condition and/or injury in violation of the NJLAD, N.J.S.A. 10:5-1, et seq.

4. Defendants' discriminatory treatment of Plaintiff has resulted in causing Plaintiff embarrassment, emotional distress, physical distress, loss of income, financial hardship, and other damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants, individually, jointly, and/or severally as follows:

- (a) for economic damages, including, without limitation, back pay and front pay;
  - (b) for punitive damages;
  - (c) for attorneys' fees;
  - (d) for costs of suit;
  - (e) for lawful interest, including prejudgment interest;
- and
- (f) for such other and further relief as the Court deems appropriate and just.

FIFTH COUNT

1. Plaintiff repeats and re-alleges each of the allegations of all previous Counts of this Complaint as if set forth fully herein at length and incorporates same by reference hereto.

2. As a result of Defendant(s) conduct toward Plaintiff, Plaintiff endured a hostile environment in the work place based on sex.

3. For example and without limitation, Defendant Applegate repeatedly called Plaintiff a "skinny blonde bitch." Also, Defendant Kotch would use foul and demeaning language when speaking to Plaintiff. Upon information and belief, Plaintiff was otherwise harassed based on her sex.

4. Upon information and belief, the fact that Plaintiff was female was, at the very least, a substantial factor in the Defendants' harassing and discriminatory treatment of Plaintiff.

5. Defendants, individually, and/or through their servants, agents and/or employees, engaged in unlawful employment practices by discriminating against Plaintiff on the basis of her gender in violation of the NJLAD, N.J.S.A. 10:5-1, et seq.

6. Defendants' discriminatory treatment of Plaintiff has resulted in causing Plaintiff embarrassment, emotional distress, physical distress, loss of income, financial hardship, and other damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants, individually, jointly, and/or severally as follows:



- (a) for economic damages, including, without limitation, back pay and front pay;
  - (b) for punitive damages;
  - (c) for attorneys' fees;
  - (d) for costs of suit;
  - (e) for lawful interest, including prejudgment interest;
- and
- (f) for such other and further relief as the Court deems appropriate and just.

#### SIXTH COUNT

1. Plaintiff repeats and re-alleges each of the allegations of all previous Counts of this Complaint as if set forth fully herein at length and incorporates same by reference hereto.

2. Defendants' acts constitute the intentional and/or negligent infliction of emotional distress on Plaintiff.

3. Said acts caused Plaintiff to suffer embarrassment, emotional distress, physical distress, loss of income, financial hardship, and other damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant(s), individually, jointly and/or, in the alternative, severally as follows:

- a. for compensatory damages;
- b. for damages for economic loss, including, without limitation, lost wages and fringe benefits;
- c. for front pay, if appropriate, in an amount to be

determined;

- d. for punitive damages;
- e. for attorneys fees;
- f. for costs of suit;
- g. for lawful interest, including prejudgment interest; and
- h. for such other and further relief as the Court deems appropriate and just.

**JURY DEMAND**

The Plaintiff hereby demands a trial by jury as to all issues raised by the Pleadings.

**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE**

Pursuant to Rule 4:10-2(b), demand is hereby made that Defendants disclose to Plaintiff's Attorney 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 which may be entered in this action or indemnity or reimburse for payments made to satisfy the Judgment and provide Plaintiff's Attorney with true copies of such insurance agreements or policies, including but not limited to any and all declaration sheets. This demand shall be deemed to include and cover not only primary coverage but also any and all excess, catastrophe and umbrella policies.

**CERTIFICATION**

I certify pursuant to R. 4:5-1 that to the best of my knowledge, information and belief at this time, the matter in controversy is not the subject matter of any action pending in any other Court nor of any pending arbitration proceeding, that no other action or arbitration is contemplated and further that there are no other parties who should be joined in this action. In addition, I recognize the continuing obligation of each party to file and serve on all parties and the Court in an amended certification if there is a change in the facts stated of this original certification.

NEAL M. UNGER, P.C.  
Attorneys at Law  
Attorneys for Plaintiff

By:

  
\_\_\_\_\_  
NEAL M. UNGER, ESQ.

DATED: September 30, 2012

WOLFF, HELIES, SPAETH & LUCAS

A PROFESSIONAL ASSOCIATION  
COUNSELLORS AT LAW

VALLEY PARK PROFESSIONAL CENTER  
2517 HIGHWAY 35  
BUILDING K, SUITES 201 & 202  
MANASQUAN, NEW JERSEY 08736-1994  
(732) 223-5100

FAX (732) 223-5519  
Web Site: wolffhelies.com

MAILING ADDRESS  
P. O. BOX 320  
MANASQUAN, N.J. 08736

June 11, 2015

BRUCE E. HELIES  
CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
PETER H. SPAETH  
CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
DAVID G. LUCAS, JR.  
CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY

FRANCIS H. WOLFF (1915-1986)

PATRICIA MARY REILLY  
PETER R. ERRICO  
MEMBER NJ AND NY BARS  
AUSTIN B. TOBIN

William Miller, Adjuster  
New Jersey Schools Insurance Group  
450 Veterans Drive  
Burlington, NJ 08016

RE: Collins v. Shore Regional High School District, et al  
Our File #: 0952.18342-S  
Claimant: Susan J. Collins  
Insured: Shore Reg HS Bd of Ed  
D/A: 11/26/2013  
Claim No.: 13EO02430E

Dear Mr. Miller:

I am now in receipt of the plaintiff's closing papers concerning the above matter. Same includes the plaintiff's fully executed Release, executed Stipulation of Dismissal, clear child support judgment search and plaintiff's counsel's W-9 tax form. All are in proper order and I would, therefore, request the issuance of your office's settlement draft in the amount of \$125,000.00 made payable to Susan J. Collins and her attorney, Neal M. Unger, P.C.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

  
PETER H. SPAETH

PHS/

cc: Dennis Kotch, Business Administrator  
Shore Regional Board of Education  
Neal Schonhaut, Esq.  
Archer & Greiner, P.C.

RELEASE OF ALL CLAIMS

That Susan J. Collins, and her attorney, Neal M. Unger, Esq. of NEAL M. UNGER, PC, (hereinafter the Releasor[s]), for the sole consideration of ONE HUNDRED TWENTY FIVE THOUSAND Dollars (\$125,000.00) to the undersigned paid, receipt whereof is hereby acknowledged received from the NEW JERSEY SCHOOL BOARDS INSURANCE GROUP AND SHORE REGIONAL HIGH SCHOOL DISTRICT, SHORE REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, DONNA APPLGATE, DENNIS KOTCH and MATILDA LUKANOVIC 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 Shore Regional High School District 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 separation from or any events whatsoever which occurred during or is a result of her employment with Shore Regional High School District Board of Education.

This Release and the amount of the settlement indicated herein, is to be inclusive of any claims the plaintiff and/or her 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 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.

It is also agreed by the parties that this settlement, nor the monies received as a result of same, will be relevant to or in any way utilized by the defendants, Shore Regional High School District and Shore Regional High School District Board of Education, in conjunction with any pending unemployment claims or issues in dispute between the parties and/or the State of New Jersey, Department of Labor and Workforce Development. Additionally, it is agreed that the defendants will not issue a W-2 tax form to the plaintiff as a result of the issuance of any of the proceeds of this settlement with the exception of a W-9 to be submitted by plaintiff's counsel in conjunction with the execution of this Release and other settlement documents. It is specifically agreed that it is the plaintiff's responsibility to file the appropriate

and proper income tax documentation relative to the proceeds of the settlement and that the defendants makes no agreement as to the allocation of same leaving that to the plaintiff, her counsel and/or attorney.

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 agrees 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 hers and hers 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 Shore Regional High School District 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 Shore Regional High School District Board of Education, the position held and the time period that the plaintiff was employed by the Board of Education.

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

Signed, Sealed and delivered this 10th day of June, 2015.

  
\_\_\_\_\_  
Susan J. Collins

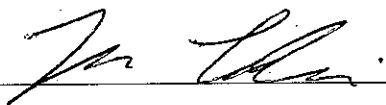
Date: 6/10/15

STATE OF NEW JERSEY :  
COUNTY OF Middlesex :

I CERTIFY that on June 10th, 2015, Susan J. Collins 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  
June 10th, 2015.



Justin LaPiana  
Attorney at Law of New Jersey

Prepared by: Peter H. Spaeth

\_\_\_\_\_  
(Print name of attesting witness  
below signature)



PETER H. SPAETH, ESQ., ATTORNEY ID #016561979  
WOLFF, HELIES, SPAETH & LUCAS, P.A.  
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2517 Highway 35  
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Manasquan, New Jersey 08736  
(732) 223-5100  
Attorneys for Defendant(s), Shore Regional High School District,  
Shore Regional High School District Board of Education, Donna  
Applegate, Dennis Kotch, Matilda Lukanovic  
Our File No.: 0952.18342-S

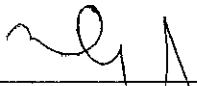
\_\_\_\_\_  
Plaintiff : SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION  
SUSAN J. COLLINS : MONMOUTH COUNTY  
: vs. : Docket No. MON-L-3877-13  
: :  
Defendants : **Civil Action**  
: :  
SHORE REGIONAL HIGH SCHOOL : STIPULATION OF DISMISSAL  
DISTRICT, SHORE REGIONAL HIGH : WITH PREJUDICE  
SCHOOL DISTRICT BOARD OF  
EDUCATION, DONNA APPELATE,  
DENNIS KOTCH, MATILDA  
LUKANOVIC, ET AL :  
\_\_\_\_\_ :

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed with prejudice and without costs against either party.

WOLFF, HELIES, SPAETH & LUCAS  
Attorneys for Defendant(s),  
Shore Regional High School  
District, Shore Regional High  
School District Board of  
Education, Donna Applegate,  
Dennis Kotch, Matilda Lukanovic

NEAL M. UNGER, ESQ.  
Attorney(s) for Plaintiff(s)

By: \_\_\_\_\_  
PETER H. SPAETH  
Date:

By:   
NEAL M. UNGER  
Date: June 10, 2015

LENOX, SOCEY, WILGUS, FORMIDONI  
Attorney for Matilda Lukanovic

By: \_\_\_\_\_  
PATRICK F. CARRIGG  
Date: