

From: **Anonymous** <opra+request-3486-c4ff047e@requests.opramachine.com>
Date: Mon, Jan 7, 2019 at 7:25 PM
Subject: OPRA request - USZENSKI Lawsuit
To: OPRA requests at Brick Township School District <jedwards@brickschools.org>

Dear Brick Township School District,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Copy of Complaint in matter Uszenski VS. Brick Township Board of Ed.

OCN L 2406-18

Copy of all Answers filed.

Copy of proof of service.

Yours faithfully,

Anonymous

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Attorneys for Plaintiffs

WALTER USZENSKI, JACQUELINE
HALSEY and J.H., a minor,

Plaintiffs,

v.

BRICK TOWNSHIP BOARD OF
EDUCATION, JOHN BARTON, SUE
SUTER, MICHAEL CONTI, KARYN
CUSANELLI, FRANK PANNUCCI,
SHARON CANTILLO, DR. VITO
GAGLIARDI, SR., BUSINESS
ADMINISTRATOR JAMES EDWARDS,
BOARD ATTORNEY JOHN C.
SAHRADNIK, MARCELL BUTTERLY,
DONNA STUMP, JAMES STUMP,
BRICK TOWNSHIP, BRICK TOWNSHIP
MAYOR JOHN DUCEY, BRICK
TOWNSHIP ADMINISTRATOR JOANNE
BERGEN, OFFICE OF THE OCEAN
COUNTY PROSECUTOR,
PROSECUTOR JOSEPH D. CORONATO,
EXECUTIVE ASSISTANT
PROSECUTOR MICHEL A. PAULHUS,
DET. RYAN MAHONEY, JOHN DOES
1-10 and JANE DOES 1-10, jointly,
severally and in the alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH
COUNTY

DOCKET NO. MON-L-

Civil Action

**COMPLAINT, JURY DEMAND
and DESIGNATION OF TRIAL
COUNSEL**

Plaintiffs, Dr. Walter Uszenski ("Plaintiff" or "Dr. Uszenski"), residing at 34 Beams
Terrace, Township of Manasquan, County of Monmouth, State of New Jersey, Jacqueline Halsey
("Plaintiff" or "Ms. Halsey") and J.H. ("Plaintiff" or "J.H."), residing at 1000 General Stevens

Drive, Borough of West Chester, County of Chester, State of Pennsylvania, by way of Complaint, say:

NATURE OF THIS ACTION

1. This is an action brought to remedy violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* ("LAD"), the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.* ("CEPA"), the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, *et seq.* ("NJCRA"), as well as the common law torts of defamation and malicious prosecution.

PARTIES

2. Plaintiff Dr. Walter Uszenski ("Plaintiff" or "Dr. Uszenski"), resides at 34 Beams Terrace, Manasquan, New Jersey. At all times relevant hereto, Plaintiff Dr. Uszenski was an employee of the Brick Township Board of Education. From July 2012 until the date of his termination on September 14, 2017, Dr. Uszenski held the position of Superintendent of Schools for the Brick Township School District.

3. Plaintiff Jacqueline Halsey ("Plaintiff" or "Ms. Halsey") is the mother of Plaintiff J.H., and both currently reside at 1000 General Stevens Drive, West Chester, Pennsylvania. Prior to the events described herein, Ms. Halsey and J.H. resided at 237 Alameda Drive, Brick, New Jersey.

4. Plaintiff J.H. is a special needs student who previously attended the Brick Township Schools. J.H. currently resides with his family at 1000 General Stevens Drive, West Chester, Pennsylvania.

5. At all times relevant hereto, the Brick Township Board of Education is a body of elected officials who are responsible for overseeing the operations of the Brick Township Schools.

The Brick Township Board of Education maintains offices at 101 Hendrickson Avenue, Brick, New Jersey.

6. At all times relevant hereto, Dr. Uszenski was an "employee" of the Brick Township Board of Education.

7. At all times relevant hereto, the Brick Board of Education was Dr. Uszenski's "employer."

8. At all times relevant hereto, the following individually named Defendants were members of the Brick Township Board of Education: John Barton, Sue Suter, Michael Conti, Dr. Vito Gagliardi, Sr., Karyn Cusanelli, Frank Pannucci, Sharon Cantillo. At all times relevant hereto, all of the aforementioned Board members were decision-makers regarding Dr. Uszenski.

9. At all times relevant hereto, all of the aforementioned Board members acted within the scope of their employment with the Brick Township Board of Education and, as a result, the Brick Township Board of Education has *respondeat superior* liability.

10. At all times relevant hereto, all of the aforementioned Board members acted in both their official and individual capacities.

11. At all times relevant hereto, Defendant James Edwards was and still is the Business Administrator of the Brick Township Board of Education. At all times relevant hereto, Defendant Edwards was a member of the Board of Education's upper management and was a decision-maker regarding Dr. Uszenski.

12. At all times relevant hereto, Defendant Edwards acted within the scope of his employment with the Brick Township Board of Education and, as a result, the Brick Township Board of Education has *respondeat superior* liability.

13. At all times relevant hereto, Defendant Edwards acted in both his official and individual capacities.

14. At all times relevant hereto, Defendant John C. Sahradnik, was the Board Attorney for the Brick Township Board of Education. At all times relevant hereto, Defendant Sahradnik was a member of the Board of Education's upper management and was a decision-maker regarding Dr. Uszenski.

15. At all times relevant hereto, Defendant Sahradnik acted within the scope of his employment with the Brick Township Board of Education and, as a result, the Brick Township Board of Education has *respondeat superior* liability.

16. At all times relevant hereto, Defendant Sahradnik acted in both his official and individual capacities.

17. At all times relevant hereto, Defendant Marcell Butterly, was employed by the Brick Board of Education as a bus driver.

18. At all times relevant hereto, Defendant Butterly acted within the scope of her employment with the Brick Township Board of Education and, as a result, the Brick Township Board of Education has *respondeat superior* liability.

19. At all times relevant hereto, Defendant Butterly acted in both her official and individual capacities Plaintiff acted in both their official and individual capacities.

20. At all times relevant hereto, Defendant Donna Stump was employed by the Brick Board of Education as the Director of Special Services.

21. At all times relevant hereto, Defendant Stump acted within the scope of her employment with the Brick Township Board of Education and, as a result, the Brick Township Board of Education has *respondeat superior* liability.

22. At all times relevant hereto, Defendant Stump acted in both her official and individual capacities.

23. At all times relevant hereto, Defendant Brick Township was a governmental unit of Ocean County and/or the State of New Jersey and also controls the operations of the Brick Board of Education.

24. At all times relevant hereto, Defendant Mayor John Ducey was the Mayor of Brick Township who had the ability to control the operations of Brick Township and its employees.

25. At all times relevant hereto, Defendant Mayor Ducey acted within the scope of his employment with the Brick Township and, as a result, Brick Township has *respondeat superior* liability.

26. At all times relevant hereto, Defendant Mayor Ducey acted in both his official and individual capacities.

27. At all times relevant hereto, Defendant Joanne Bergen was the Business Administrator of Brick Township who had the ability to control the operations of Brick Township and its employees.

28. At all times relevant hereto, Defendant Bergen acted within the scope of her employment with the Brick Township and, as a result, Brick Township has *respondeat superior* liability.

29. At all times relevant hereto, Defendant Bergen acted in both her official and individual capacities.

30. At all times relevant hereto, Defendant Mayor Ducey and Defendant Bergen also control the operations of Brick Township's officers and employees.

31. At all times relevant hereto, Defendant Office of the Ocean County Prosecutor was a governmental unit of Ocean County and/or the State of New Jersey.

32. At all times relevant hereto, Defendant Prosecutor Joseph D. Coronado was the Ocean County Prosecutor, who controlled the operations and employees of the Ocean County Prosecutor's Office.

33. At all times relevant hereto, Defendant Prosecutor Coronado acted within the scope of his employment with the Ocean County Prosecutor's Office and, as a result, the Ocean County Prosecutor's Office has *respondeat superior* liability.

34. At all times relevant hereto, Defendant Prosecutor Coronado acted in both his official and individual capacities.

35. At all times relevant hereto, Defendant Executive Assistant Prosecutor Michel A. Paulhus was an employee and/or agent of the Ocean County Prosecutor's Office, who controlled the operations and employees of the Ocean County Prosecutor's Office.

36. At all times relevant hereto, Defendant Executive Assistant Prosecutor Paulhus acted within the scope of his employment with the Ocean County Prosecutor's Office and, as a result, the Ocean County Prosecutor's Office has *respondeat superior* liability.

37. At all times relevant hereto, Defendant Executive Assistant Prosecutor Paulhus acted in both his official and individual capacities.

38. At all times relevant hereto, Defendant Detective Ryan Mahoney was an employee and/or agent of the Ocean County Prosecutor's Office.

39. At all times relevant hereto, Defendant Detective Mahoney acted within the scope of his employment with the Ocean County Prosecutor's Office and, as a result, the Ocean County Prosecutor's Office has *respondeat superior* liability.

40. At all times relevant hereto, Defendant Detective Mahoney acted in both his official and individual capacities.

41. At all times relevant, defendants John Doe 1 through John Doe 10 and Jane Doe 1 through Jane Doe 10 (hereinafter the "Doe defendants"), whose names are not yet known to Plaintiffs, but whose identities can be ascertained by and with the cooperation of the other Defendants, have either been employed by or under the control of Brick Township and/or the Brick Township Board of Education, or have been associated with said individuals and have been acting in concert with them in relation to the matters and facts alleged in this Complaint.

VENUE

42. Pursuant to Rule 4:3-3, venue is proper in Monmouth County because there is substantial doubt that the Plaintiff's could receive a fair and impartial trial in Ocean County, where the baseless and retaliatory criminal charges were filed.

FACTS

43. In or about June, 2012, Dr. Walter Uszenski was hired as the Superintendent of Schools for the Brick Township School District. At that time, Plaintiff Uszenski entered into a written agreement with the Brick Board of Education pursuant to which he was hired as the Superintendent of Schools from July 1, 2012 through June 30, 2018. But for the events described herein, Plaintiff Uszenski would have remained employed as the Superintendent of Schools until his retirement.

44. During his tenure with the School District, Dr. Uszenski met or exceeded his performance expectations.

45. Prior to Dr. Uszenski's employment with the School District, Defendant Stump was the Director of Special Services for the School District.

46. Dr. Uszenski uncovered what he reasonably believed to be a fraudulent and/or corrupt transaction involving the School District's finances. In or about December, 2012, the Finance Committee for the Board of Education asked Dr. Uszenski to call Defendant Stump to a meeting with the Finance Committee to explain an unexplained deficit, which compelled the Defendant Edwards, the Board Administrator, to transfer \$750,000.00 into the Special Education budget to cover the aforementioned \$750,000.00 shortfall.

47. In the December, 2012 meeting, Defendant Stump admitted that she caused the \$750,000.00 deficit in the Special Education budget, by allegedly failing to submit invoices for out-of-district expenses which had been placed under the desk blotter of her secretary.

48. As a result of this incident, the Finance Committee directed that an audit be performed of the Special Education Department to determine if there were any other financial irregularities in the Special Services Department's budget.

49. As a result of this highly questionable and/or corrupt transaction, Defendant Stump was demoted from her position as the Director of Special Services to her prior position, Supervisor in the Special Services Department. Thereafter, Defendant Stump and her husband, Defendant James Stump, a former FBI Agent, conspired with the other named Defendants to retaliate against Plaintiffs.

50. On or around January 7, 2012, Plaintiff Halsey attended JH's initial annual Individualized Education Plan ("IEP") meeting with Brick Township for her son, J.H., who had been identified as a special needs child as early as 2011 by the State of New Jersey, more than two years before the date of the events at issue in this case and determined to be eligible for classification. J.H. had been receiving state intervention since he was 18 months old. An IEP is a plan or program developed to ensure that a child, like J.H., who has a disability identified under

the law and is attending an elementary or secondary educational institution receives specialized instruction and related services.

51. When J.H. was 18 months old, he was diagnosed with Sensory Integration Disorder and early stages of Attention Deficit/Hyperactivity Disorder ("ADHD").

52. J.H., who resided in the Brick School District, had received Special Education services from the Defendant Brick School District before the events at issue in this case and before Plaintiff Uszenski was hired as the Superintendent of Schools.

53. On February 10, 2013, Andrew Morgan submitted a partial strategic plan for auditing the Department of Special Services for approval by the Defendant Board of Education.

54. On February 11, 2013, the Defendant Brick School District's Human Resource Committee recommended to the Defendant School Board that they hire Mr. Morgan as a Special Education consultant to work with Defendant Stump, Plaintiff Uszenski and District staff to audit the procedures, rules and regulations governing Special Education programs in the Brick schools.

55. On March 4, 2013, Mr. Morgan submitted a proposal statement setting forth the scope of the work he would perform, pursuant to a Request for Proposal ("RSP"). On March 21, 2013, the Defendant School Board approved a resolution hiring Mr. Morgan. Pursuant to the resolution, Mr. Morgan's total fees were to be capped at \$17,499 (paid at the hourly rate of \$83.33 per hour) and Mr. Morgan's hours were not to exceed 210 hours.

56. Thereafter, Mr. Morgan submitted time sheets in five vouchers for the services he rendered, between March 22, 2013 and May 31, 2013. Each voucher was signed by Defendant Stump, Plaintiff Uszenski and Mr. Morgan. Each voucher had a list of dates and a number of hours for each date with the total of hours at the bottom as follows: (1) 44 hours; (2) 59 hours; (3) 56.5 hours; (4) 29 hours; and (5) 33.5 hours, for a grand total of 222 hours. The last voucher has

the notation at the bottom "(to be paid remaining hours only)." This referred to the cap of 210 hours for the entire audit.

57. Thereafter, despite the fact that Mr. Morgan had exceeded the Board approved cap of 210 hours, he continued to provide services to the Department of Special Services through June, 2013. The District's Child Study Team staff and Paul Kalac, Esq., the Board of Education's attorney for Special Education, continued to contact Mr. Morgan for direction regarding Special Education services between April and June 2013. Mr. Morgan kept the Defendant School Board apprised of his progress on the audit by attending School Board meetings.

58. On March 7, 2013, J.H.'s IEP was amended due to behavioral regression and it was determined that J.H. required Mainstreaming and accordingly, required exposure to proper peer and socialization modeling currently being offered by Brick Township School District's mixed 2 hour program vs. his previous 3 hour all-inclusive (Special Education only) program.

59. On May 1, 2013, Plaintiff Halsey (at her own expense) had a Biopsychosocial Assessment conducted on JH by Meridian Behavioral Health noting peer socialization and aggressive outbursts concerns. At the conclusion of this assessment, JH was referred into the behavioral support program and deemed eligible for support services thru Meridian Behavioral Health.

60. On May 14, 2013, Plaintiff Uszenski informed Defendant Stump that she would no longer be the Director of Special Services, although she continued in that position until June 30, 2013, before resuming her prior position of Supervisor in the Special Services Department of the Brick School District.

61. On June 18, 2013, Mr. Morgan applied for the position of Interim Director of Special Services.

62. On June 27, 2013, Mr. Morgan's employment was ratified by the Defendant Board of Education. Thereafter, Mr. Morgan became the Interim Director of Special Services effective July 1, 2013. Later, long after Mr. Morgan had been hired by the Defendant Brick Township School Board, all parties learned that Mr. Morgan had incorrectly answered questions on his application regarding his prior employment and criminal history.

63. In or about June 2013, Mr. Morgan assembled a meeting of the Child Study Team to address J.H.'s IEP.

64. On July 11, 2013, the Child Study Team properly referred J.H. to Dr. Pietrucha, Neurological Pediatrician at Children Specialized Hospital, for an evaluation. On July 16, 2013, Dr. Pietrucha evaluated J.H. and found that, "[J.H.] is exhibiting behaviors that are indicative of Attention Deficit-Hyperactivity Disorder... with some co-morbid oppositional behavior." At that time, Dr. Pietrucha diagnosed J.H. as suffering from Oppositional Defiance Disorder ("ODD"), Sensory Integration Disorder, and ADHD.

65. On or about July 11, 2013, J.H.'s IEP was amended and he became legally entitled to out-of-District placement and eligible for an extended school year. From July 1, 2013 to June 2014, J.H. attended Ocean Early Childhood Center.

66. On November 12, 2013, Mr. Morgan tendered his resignation effective as of December 31, 2013, and Defendant Russell became the new Director of Special Services for the Brick Township School District.

67. In June 2014, J.H. was declassified following a year of attendance at Ocean Early Childhood Center. This de-classification had a detrimental impact on J.H. and, as a result, he regressed.

68. J.H. completed the 2014-2015 school year in the Brick School District without any special needs help based on the bogus June 2014 declassification, and by July 2015, J.H. had regressed and was then diagnosed as suffering from ADHA, ODD and depressive symptoms requiring a 504 plan from the Brick School District. However, no 504 plan was developed for J.H. He remained in an un-classified status and without any special needs assistance when he returned to school in September, 2015.

69. In or about August 2014, Mr. Morgan, who no longer worked for the School District, contacted Defendant Russell, the Director of Special Services, about providing home counseling services for J.H. to transition into general kindergarten. Defendant Russell then contacted Rachel Goff, a social worker, to conduct the counseling sessions.

70. On September 16, 2014, Plaintiff Halsey met with Ms. Goff, who visited the Halsey home on September 24, 2014 and September 30, 2014, to interact with J.H.

71. On October 1, 2014, Rachel Goff submitted her time sheet for the counseling sessions in the amount of \$149.00. Lorraine Morgan, as Academic Officer, approved the services rendered by Ms. Goff.

72. On October 15, 2014, Ms. Goff met with Plaintiff Halsey to discuss J.H. At that time they agreed that J.H. was doing well at home and did not require any additional in-home counseling sessions. However, J.H. still required a classified status and an IEP.

73. In or about December, 2014, the Defendants conspired to and did retaliate against Plaintiffs Uszenski and Halsey by seeking to criminally charge Plaintiffs Uszenski and Halsey for issues relating to J.H.'s education and receipt of Special Education services from the Brick School District. In December, 2014, Brick Township Mayor John Ducey contacted Prosecutor Joseph

Coronato to report an allegation that Plaintiff Uszenski's grandson, J.H., was being driven to a private daycare on a public school bus.

74. Upon information and belief, this allegation was first raised by Defendant Stump and Defendant Butterly, the bus driver who drove J.H. and other students to their respective schools/educational facilities.

75. In May, 2015, both Plaintiffs Uszenski and Halsey were arrested and charged. Plaintiff Uszenski was handcuffed, transported to the Prosecutor's Office under police custody in a patrol car, and finger-printed and processed. Then, Plaintiff Uszenski was transported to the Sheriff's Office under police custody, then to the County Jail where he was again finger-printed and processed involuntarily and against his will. There was no factual and legal basis for the criminal charges.

76. When Plaintiff Halsey was arrested at her home, her then 3 year old son personally witnessed her arrest, and when Plaintiff's Halsey's spouse arrived at their home he found their then 3 year old son hanging onto his mother's leg. Plaintiff Halsey, who was recovering from abdominal surgery, was later that day taken to the Brick Police station where she was finger printed and processed.

77. On May 7, 2015, the Brick Board of Education voted to suspend Plaintiff Uszenski because of his baseless arrest. This suspension was with pay.

78. Prior to these events, Plaintiff Halsey was employed as an elementary school teacher. After her arrest and criminal prosecution, Plaintiff Halsey's career was utterly destroyed and she is no longer able to work as a school teacher.

79. Moreover, Plaintiff Halsey's reputation was destroyed within the community. As an example, Plaintiff Halsey's neighbor told her then 7 year old daughter that her mother was

"going to jail and that she is going to lose weight because she is only going to be able to eat bread and water!"

80. On September 29, 2015, the Defendants presented their "evidence" to a panel of grand jurors, who returned an Indictment against Plaintiffs Uszenski and Halsey.

81. On or about September 29, 2015, the Brick Board of Education voted to suspend Plaintiff Uszenski without pay based on his criminal prosecution.

82. By January 2016, J.H. (then in first grade) had continued to regress. In January, 2016, J.H. was re-evaluated and properly reclassified by the Brick Township Child Study Team as a child with disability who was legally entitled to Special Education services. In truth, J.H. should have remained classified during his entire tenure with the Brick Schools and his illegal declassification in 2014 was a part of the malicious plan orchestrated, conspired, and executed by the Defendants.

83. During 2015, J.H.'s parents, through the Court system, aggressively attempted to get J.H. the much needed support and services after they surprisingly learned that a 504 Plan, which was promised to them during J.H.'s illegal June 2014 declassification meeting, was never put in place. Upon information and belief, the Brick Township Board of Education did not properly reclassify J.H. during this 2015 time period because of intimidation and threats made by Defendant Paulhus towards the evaluating members of the Brick Township School District Child Study Team.

84. As a result of the Brick Defendants' failure to provide J.H. with the Special Services necessary and legally required to provide him with a proper educational environment, J.H. regressed further and by April 2, 2018, he was diagnosed as suffering from ODD, Disruptive

Mood Dysregulation Disorder, Emotional Depression and ADHD. J.H. is currently being prescribed daily medications to treat both bipolar and an anti-psychotic disorder.

85. Presently, J.H. remains classified and receives Pennsylvania State Special Education Behavioral and Socialization Services. This support is active in both the school and home environment.

86. On May 24, 2016, the Defendants again presented their "evidence" to a panel of grand jurors, who returned a Superseding Indictment (hereinafter referred to as "the Superseding Indictment") was obtained under Indictment No. 16-05-1033. The Superseding Indictment contained 19 counts against Plaintiff Uszenski, Plaintiff Halsey and Mr. Morgan. The first two counts related only to Mr. Morgan and his application for employment. Mr. Morgan was charged with False Swearing, N.J.S.A. 2C:28-2a and Theft by Deception, N.J.S.A. 2C:20-4, for allegedly answering questions about his prior employments and his criminal record falsely.

87. Counts 3 through 7 of the Superseding Indictment relate to allegations that Mr. Morgan and Plaintiff Uszenski conspired to fraudulently solicit an audit of the Brick Special Services division and to subsequently remove Defendant Stump, the then existing Director of Special Services, supplant Mr. Morgan in her place, allegedly for the purpose of ultimately creating and approving a fraudulent IEP for J.H., to include private daycare and transportation at the public expense. Count 3 charged Plaintiff Uszenski and Mr. Morgan with conspiracy to commit official misconduct, in violation of N.J.S.A. 2C:5-2, N.J.S.A. 2C:30-2 and theft by deception, in violation of N.J.S.A. 2C:20-4. Counts 4 and 5 charged Plaintiff Uszenski with official misconduct and theft by deception in violation of N.J.S.A. 2C:30-2, N.J.S.A. 2C:2-6 and N.J.S.A. 2C:20-4, respectively. Counts 6 and 7 charged Mr. Morgan with official misconduct

and theft by deception, in violation of N.J.S.A. 2C:30-2, N.J.S.A. 2C:2-6 and N.J.S.A. 2C:20-4, respectively.

88. Counts 8 through 15 of the Superseding Indictment related to allegations that Mr. Morgan, Plaintiff Uszenski and Plaintiff Halsey conspired to create a fraudulent IEP to enable J.H. to receive inappropriate and unnecessary services at public expense. Count 8 charged Plaintiff Uszenski, Mr. Morgan and Plaintiff Halsey with official misconduct pursuant to N.J.S.A. 2C:5-2, N.J.S.A. 2C:30-2 and N.J.S.A. 2C:30-2, Counts 9 and 10 alleged that Plaintiff Uszenski committed official misconduct, N.J.S.A. 2C:20-4, Count 11 charged Mr. Morgan with official misconduct, in violation of N.J.S.A. 2C:30-2. Count 12, the only new count in the Superseding Indictment, alleged that Mr. Morgan and Plaintiff Uszenski engaged in official misconduct to remove programs from IEP's contrary to the provision of N.J.S.A. 2C:30-2 and N.J.S.A. 2C:2-6. Count 13 was against Mr. Morgan for theft by deception, in violation of N.J.S.A. 2C:20-4. Counts 14 and 15 alleged that Plaintiff Halsey committed official misconduct of N.J.S.A. 2C:30-2 and theft by deception, N.J.S.A. 2C:20-4, respectively.

89. Counts 16 through 19 of the Superseding Indictment related to allegations that Plaintiff Uszenski, Mr. Morgan, Plaintiff Halsey and Lorraine Morgan, each played a part in the payment of \$149.00 for counseling services for J.H. to Rachel Goff.

90. Counts 16, 17, 18 and 19 charged Plaintiff Uszenski, Mr. Morgan, Plaintiff Halsey and Lorraine Morgan with official misconduct, in violation of N.J.S.A. 2C:30-2, respectively.

91. As stated above, there was no factual and legal basis for the criminal charges against Plaintiffs Uszenski and Halsey.

92. In presenting the case to both grand juries, Defendant Paulhus knowingly and deliberately failed to present exculpatory evidence to the grand jury which was in his possession as

required by State v. Hogan, 144 N.J. 216 (1996) and State v. Evans, 352 N.J.Super. 178 (2001). The Defendant Ocean County Prosecutor's Office, and specifically Defendants Coronato and Paulhus, presented these bogus claims to the grand jury despite knowing that there was no factual or legal basis to assert that Plaintiff Uszenski and Plaintiff Halsey had committed any illegal act whatsoever.

93. On February 28, 2017, Judge Patricia B. Roe of the Superior Court of New Jersey, Ocean County, granted Plaintiff Uszenski and Plaintiff Halsey's motion to dismiss the Superseding Indictment. As Judge Roe stated in her opinion dismissing the Superseding Indictment:

On September 22, 2015, Joseph Benedict, Esq., attorney for defendant, Walter Uszenski, met with the State to discuss the evidence before it was presented to the first grand jury. Defendant submitted correspondence and documentation on that date to Michel Paulhus, Executive Assistant Ocean County Prosecutor. Defendant contended the documentation supported his assertion that the services provided to J.H. were both necessary and proper and that this evidence should be provided to the grand jury along with the State's evidence from their own investigation. By letter dated September 23, 2015, the State indicated that none of the evidence provided by defendant would be presented to the grand jury. (Emphasis Supplied.)

94. Examples of the exculpatory evidence that Judge Roe found that the Defendants knowingly and deliberately withheld from the grand jury are as follows:

- (a) Evidence provided [by Mr. Benedict] which documented that J.H., the child of Jacqueline Halsey and grandson of Dr. Walter Uszenski, was having behavioral difficulties requiring special services as early as 2011, more than two years prior to the incidents charged in the indictment.
- (b) Evidence that in 2011, Dr. Pietrucha, a pediatric neurologist from Children Specialized Hospital at Jersey Shore, evaluated J.H. and also recommended three daycares - Ocean Early, Old Riverside and Goddard "as possibilities to be able to handle J.H.'s aggressive behaviors."
- (c) Evidence documenting J.H.'s history of behavioral issues and the experts' recommendations for daycare placement as early as 2011.

- (d) Evidence documenting that in or about December, 2012, the Finance Committee for the Board of Education asked Dr. Uszenski to call Donna Stump to a meeting with the committee to explain a deficit, which compelled the Board Administrator to transfer \$750,000 into the Special Education budget to cover that shortfall. In the December, 2012 meeting, Donna Stump admitted that she caused the \$750,000 deficit in the Special Education budget for the Brick Township school district, by failing to submit invoices for out-of-district expenses when she allegedly placed them under the blotter of her secretary. Judge Roe held that this "... incident was the deciding factor which caused the Committee to direct an audit be performed to see if any other problems existed in the Special Services Department. Though some of the board members wanted to immediately terminate Donna Stump from employment for causing the deficit, Dr. Uszenski explained the rules for tenure and that she could only be demoted to her prior position, having been with the district more than 30 years. The State discovered this reason for the Board of Education seeking an audit of the Brick Special Services department through its own investigation and interview of Board President, Sharon Cantillo. Yet, this information was not presented to the grand jury. (Emphasis Supplied.)
- (e) Evidence regarding the true scope of Mr. Morgan's work for the Board of Education and proofs showing the actual time he spent conducting his audit and preparing his audit report:

Andrew Morgan submitted his time sheets in five vouchers for the services he rendered, between March 22, 2013 and May 31, 2013. Each voucher was signed by Donna Stump, Dr. Uszenski and Andrew Morgan. Each voucher had a list of dates and a number of hours for each date with the total of hours at the bottom as follows: 1) 44 hours; 2) 59 hours; 3) 56.5 hours; 4) 29 hours and 5) 33.5 hours, for a grand total of 222 hours. The last voucher has the notation at the bottom "(to be paid remaining hours only)." This referred to the cap of 210 hours for the entire audit. These vouchers were never presented to the grand jury.

95. Prior to the presentation of the evidence to the grand jury, all of the Defendants conspired to fabricate these criminal charges against Plaintiffs Uszenski and Halsey. As Judge Roe stated in her opinion dismissing the Superseding Indictment:

An investigation in this matter was initiated in December of 2014 when Brick Township Mayor John Ducey contacted Prosecutor Joseph Coronato to discuss an

allegation that Superintendent Walter Uszenski's grandson, J.H., was being driven to a private daycare on a public school bus.

96. Initially Mayor Ducey lied to the press and falsely claimed that he had not contacted the Ocean County Prosecutor regarding Plaintiff Uszenski, Plaintiff Halsey and/or J.H. as reported in the Asbury Park Press on March 2, 2017:

Mayor John Ducey on Tuesday denied a report that a criminal misconduct investigation into suspended Schools Superintendent Walter Uszenski started with a conversation he had with the Ocean County Prosecutor about the school chief's grandson being driven to private day care on a public school bus.

In fact, he [Mayor Ducey] contacted the Asbury Park Press Tuesday night and said the information was "completely and entirely inaccurate," and wanted a retraction. On Wednesday, the mayor walked back at least part of his denial.

When he was told that information was contained in the opinion of a Superior Court judge who dismissed the criminal charges against Uszenski, Ducey responded in an email early Wednesday, "It makes no sense to me that a Judge would write something in an opinion that has no basis in fact and is totally untrue."

And later on Wednesday, when Ducey was presented with information in the criminal file that documented a meeting he and Brick Township Administrator Joanne Bergen had with Ocean County Prosecutor Joseph Coronato in December of 2014 to discuss the allegation concerning Uszenski's grandson, Ducey acknowledge that the meeting occurred and said what was discussed was a "relative" of the superintendent.

97. Thus, Mayor Ducey deliberately lied to the press and falsely accused Judge Roe of lying in her opinion about his involvement in setting these events in motion. Mayor Ducey only admitted the truth when he was confronted with the evidence upon which Judge Roe based her opinion. Absent such proof, Mayor Ducey would have continued to lie about his personal involvement in bringing the bogus criminal charges against Plaintiffs Uszenski and Halsey.

98. The Defendants' knowing and deliberate failure to present the exculpatory evidence in their possession to the grand jury was malicious and designed to knowingly and

deliberately harm Plaintiffs Uszenski and Halsey. The Defendants' conduct in this regard resulted in the dismissal of the Superseding Indictment. As Judge Roe held:

This legitimate and crucial need for the audit of special services, caused by someone other than defendants [Mr. Uszenski and Mrs. Halsey], was never presented to the grand jury, notwithstanding this evidence came from a reliable, unbiased source through the State's own investigation. Clearly, this was exculpatory evidence that negates the State's theory that the audit was merely a ruse by Dr. Uszenski to bring in Andrew Morgan in an effort to supplant Donna Stump. The audit was not a fraud perpetuated on the Board of Education. The fact that there was a legitimate need to audit special services in Brick, created by Donna Stump and requested by the Board of Education, undermines the State's entire theory of the case and request for indictment. Had the grand jury been given the evidence of the reason there was a legitimate need for the audit as determined by the Board of Education, it is unlikely it would have returned indictments against Dr. Uszenski or Andrew Morgan for conspiracy, official misconduct or theft by deception in Counts 3 through 9.

99. During their presentations to the grand jury, Defendants Paulhus and Mahoney lied to and deliberately misled the grand jury in order to obtain the Superseding Indictment against Plaintiffs Uszenski and Halsey. Some examples of this outrageous misconduct as identified by Judge Roe stated in her opinion dismissing the Superseding Indictment are as follows:

- (a) Here, the State's witness, Detective Mahoney, interviewed Sharon Cantillo about the reason for the audit and the demotion of the previous director of special services. Despite the source and reliability of the evidence, that interview was omitted from both grand jury presentations. Unlike recantation evidence or an accused's self-serving statement denying guilt, this prosecutor had knowledge that this interview was clearly exculpatory evidence that directly negated guilt, though it was inconsistent with the State's theory that it was Dr. Uszenski who engineered the hiring of Andrew Morgan to conduct a fraudulent audit in an effort to supplant Donna Stump. There was also evidence that Andrew Morgan was not the only individual considered for the audit, though the grand jury was told otherwise. T37:11-16.
- (b) Integral to the State's theory of the case is the allegations that no legitimate audit was ever performed; that Andrew Morgan performed services outside of the scope of his employment for the audit; that Andrew Morgan spent only four hours to prepare a superficial and bogus audit report that was

subsequently used to justify the demotion of Donna Stump as director of special services. There was substantial evidence in the State's possession that contradicted the inferences as presented to the grand jury.

- (c) More significant, the State told the grand jury that Andrew Morgan was hired "solely to conduct an audit between March 22, 2013 and June 30, 2013." T40-12 to T40-13. Further, that Andrew Morgan's audit report, "reflect[s] no more than four-plus hours that was found on Mr. Morgan's computer to write this seven-page-or-so document." T57-18 to T57-21. Detective Mahoney then offered his own opinion that the audit report submitted "did not appear to represent 209 or 210 hours of work at the rate of \$83.33 an hour which justified \$17,499 paid by the Board to Morgan," T58-2 to T58-7, and that "the Audit Report...represents...everything Mr. Morgan did on behalf of the District from March 22nd to June 30th 2013." T50-1-T50-6. Not only were the opinions of the witness as elicited by the prosecutor speculative, but they were wholly unsupported by the facts and the evidence within the possession of the prosecutor. "Statements of fact or opinion that are not even remotely supported by personal knowledge or experience are not evidence and may not be the basis for an indictment." State v. Vasky, 218 N.J. Super. 487, 492 (App. Div. 1987). (Emphasis Supplied)
- (d) Moreover, the State was in possession of five vouchers, dated March 22, 2013 to May 31, 2013, documenting 222 hours in total, spent by Andrew Morgan in his consultant work with Donna Stump, Dr. Uszenski and district staff. Each voucher is signed by Donna Stump, Dr. Uszenski and Andrew Morgan. The last voucher has the notation "(to be paid remaining hours only)", referring to the cap of 210 hours as per Andrew Morgan's contract for the audit. Detective Mahoney also interviewed Donna Stump on June 29, 2015. She confirmed that she and Andrew Morgan worked closely during the time of the audit, going to various schools in the district as a consultant. Board members confirmed Andrew Morgan regularly attended their meetings to advise of the status of the audit. Accordingly, the inference by Detective Mahoney that Andrew Morgan spent only four hours to conduct a seven page audit report is not just a "half-truth," it is an untruth. (Emphasis Supplied)
- (e) The failure to disclose these facts and the time sheets and instead eliciting testimony from Detective Mahoney about alleged double billing resulted in a distorted version of the facts as proscribed by State v. Evans, "[I]t is clear that the failure to disclose the evidence much be tantamount to a resulting 'distorted version of the facts', or '(interference) with the grand jury's decision making function',... or 'deprive the grand jury of their opportunity to screen out unwarranted prosecutions.'" Evans, supra, 352 N.J. Super. at

196; citing to Hogan, *supra*, 144 N.J. at 236. Here, it clearly deprived the grand jury of being able to make an independent assessment of whether the State had met its burden.

- (f) The remaining counts of the indictment deal with allegations that the IEP for J.H. was fraudulent and the placement of J.H. at Ocean Early and the counseling or in home services were inappropriate. Here, the State possessed evidence prior to the grand jury presentation that neither the IEP nor the "in-home instruction" was fraudulent or inappropriate.
- (g) During his investigation, Detective Mahoney spoke with witnesses who told him that in their opinions, the Ocean Early placement was inappropriate. T78-21 to T78-23. Detective Mahoney then concludes, based on the opinions from these witnesses, that Ocean Early was not an appropriate placement for J.H. through an IEP. "A grand jury may return an indictment based largely or wholly on hearsay testimony." Vasky, 218 N.J. Super. at 491, citing to State v. Thrunk, 157 N.J. Super. 299, 304-306 (App. Div. 1970). Yet, here it was the State's duty, pursuant to Hogan, *supra*, 144 N.J. 216 at 236, to present credible and reliable evidence that was contrary to the incomplete and subjective opinions regarding whether the IEP was appropriate.
- (h) From the outset, the State clearly had evidence that the child, J.H. was involved as early as 2011 in the N.J. Early Intervention System because of his aggressive behaviors and that Dr. Pietrucha, a Pediatric Neurologist from Children Specialized Hospital had recommended enrollment in three daycares including Ocean Early, to address J.H.'s negative behaviors. This documentation demonstrated that Jacqueline Halsey was attempting to work within the system for specialized services for children with disabilities and that J.H. was found eligible for State intervention approximately two years prior to the issues giving rise to the instant indictment.
- (i) The State did present to the grand jury that J.H. had been properly classified as in need of special education. T77:11-14; T78:11-14. However, that information was woefully incomplete and tantamount to telling the grand jury a half-truth "as condemned in the Hogan decision." *Ibid.* The State neglected to inform the grand jury of how early or the reasons why J.H. was classified as a special needs child. This is critical, as J.H.'s special needs explain why a general daycare was appropriate given the circumstances. This factual background would have provided the grand juror an alternate set of facts and evidence to make their own determination whether the State had established that the IEP or in-home family services were appropriate. Had the grand jury been given an accurate history of J.H.'s behavior issues and context of parents who were struggling for years to advocate for their

special needs child, they may have drawn a different conclusion about this out-of-district placement and its necessity.

- (j) The State was in possession of documentation that the Child Study Team from Brick referred J.H. back to Dr. Pietrucha on July 11, 2013, because as one member, Donna Gonzalez, noted: "[J.H.] is very oppositional." Dr. Pietrucha evaluated J.H. again on July 13, 2013 and confirmed "[J.H.] is exhibiting behaviors that are indicative of Attention Deficit-Hyperactivity Disorder...with some co-morbid oppositional behavior." As a result of this evaluation, the IEP of J.H. was amended and J.H. became entitled to out of district placement and "eligible for an extended school year," effective July 1, 2013. Despite these documented events, the State led the grand jury to believe "There's [sic] wasn't anything leading up to this July 11, 2013 IEP meeting that got the child into Ocean Early Daycare that was precipitated directly between Jacqueline Halsey and the Child Study Team, correct? T82:24-25 to T83:1-3.
- (k) During the State's investigation, Detective Mahoney also spoke with John Worthington of the Department of Education, who told him, "There is nothing improper about place a student in a private pre-k program as long as it is certified and it is the recommendation of the child study team... The child study team has broad discretion to place a child - it could be for something as simple as socialization." This complete explanation from Mr. Worthington, coupled with the basis for J.H.'s classification clearly rebuts the State's theory that the purpose for the placement was inappropriate. Had the grand jury been given evidence that Ocean Early was in fact an appropriate placement, then there would have been no indictment because there would have been no crime. Thus, this evidence should have been provided to the grand jury because it directly refutes an element of the crimes in question and it is clearly exculpatory given the unsubstantiated hearsay opinions that the placement at Early Ocean was "inappropriate."

100. Judge Roe was highly critical of the Defendants' actions in criminalizing the events at issue in this case:

Parents and child study teams often disagree about what programs need to be placed in the IEP of their special needs children. This is a "hot button" particularly when the is out-of-district placement or the child qualifies for extended year programs which are costly. Costlier yet is litigation when the dispute between the parents, the child study team and the Board of Education is unresolved. If even our highest Court has not yet resolved the standard to be used to determine whether

an IEP has provided an "inappropriate" education, then it is misguided and wrong-minded to criminally prosecute parents or educators for advocating for special needs children, particularly when there is a civil process in place for those disputes. (Emphasis Supplied)

101. Thus, with the dismissal of the Superseding Indictment, Plaintiff's Uszenski and Halsey obtained a favorable result in that proceeding.

102. Despite the dismissal of the Superseding Indictment, the Defendants did not cease their misconduct. Instead, on June 20, 2017, subsequent to a Tort Claims Act Notice being filed by the Plaintiffs against the Defendants, the Defendants re-indicted Plaintiffs Uszenski and Halsey under the substantially same factual and legal premise as had already been rejected by Judge Roe. However, the Defendants abandoned their baseless claim that the hiring of Mr. Morgan to conduct an audit was a fraud perpetrated for the purpose of replacing Donna Stump with Mr. Morgan.

103. In re-indicting Plaintiff Uszenski, the Defendants acted vindictively against Plaintiff Uszenski by falsely asserting that he engaged in criminal misconduct in office by allegedly failing to properly conduct a background search on Mr. Morgan before he was hired by the Brick Board of Education.

104. On September 14, 2017, the Brick School Board Defendants voted to terminate Plaintiff Uszenski's employment with the Board of Education. Plaintiff Uszenski's termination was in retaliation for his having engaged in protected conduct under CEPA.

105. Plaintiffs Uszenski and Halsey have moved to dismiss this Indictment. On July 13, 2018, the Superior Court heard oral argument on the Plaintiffs' motion to dismiss the third Indictment and to date, no decision has been rendered on the Plaintiffs' motion to dismiss.

106. By and through their conduct, the Defendants have interfered with J.H.'s education and, as a result, Judge Roe found that he has regressed:

Sadly, without these reasonable efforts and special services, J.H. regressed in the general population in kindergarten. By first grade, J.H. was reevaluated and reclassified again by the Brick Child Study Team, as a child with disability who is entitled to special education services. This fact is not lost on the court in this analysis.

107. Plaintiffs Uszenski, Halsey and J.H. have complied with the New Jersey Tort Claims Act, N.J.S.A. 59:8-1, *et seq.*, by timely filing Notices of Tort Claims on the following dates: April 25, 2017; May 12, 2017; August 8, 2017; and October 12, 2017.

COUNT ONE

(LAD Discrimination-Plaintiff J.H.)

108. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

109. N.J.S.A. 10:5-4 states, in pertinent part:

All persons shall have the opportunity to ... obtain all the accommodations, advantages, facilities, and privileges of any place of public accommodation ... without discrimination because of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex or source of lawful income used for rental or mortgage payments.... This opportunity is recognized as and declared to be a civil right.

110. N.J.S.A. 10:5-5(l) states, in pertinent part:

"A place of public accommodation" shall include, but not be limited to: . . . any kindergarten, primary and secondary school, trade or business school, high school, academy, college and university, or any educational institution under the supervision of the State Board of Education or the Commissioner of Education of the State of New Jersey.

111. The Brick School District Defendants Public Schools are places of accommodation under the LAD.

112. Plaintiff J.H. is handicapped or disabled as that term is defined under the LAD.

See, N.J.S.A. 10:5-5(q).

113. As a result of his handicap or disability, Plaintiff J.H. was classified and required special needs services in connection with his education.

114. As set forth above, the Defendants Brick Township Board of Education, Defendants Barton, Suter, Conti, Cusanelli, Panucci, Cantillo, Gagliardi, Edwards, Sahradek, Butterly, Stump and Russell ("the Brick School Board Defendants"), intentionally, negligently and or maliciously refused to provide Plaintiff J.H. with the necessary special needs services on account of his disability.

115. The Brick School Board Defendants denied Plaintiff J.H. the special needs services he required based on the fiction that Plaintiff J.H. was not disabled.

116. As a result, the Brick School Board Defendants discriminated against Plaintiff J.H. in violation of the LAD.

117. As a direct and proximate result of the Brick School Board Defendants' discrimination, Plaintiff J.H. regressed and is now diagnosed as suffering from ODD, Disruptive Mood Dysregulation Disorder, Emotional Depression and ADHD.

118. The Brick School District's upper management has actually participated in and/or been willfully indifferent to the discriminatory conduct described herein.

119. Defendants' foregoing conduct was willful, intentional and especially egregious.

120. As a direct and proximate result of Defendants' unlawful discrimination, Plaintiff J.H. has suffered and continues to suffer damage to his educational progress, emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiff J.H. demands judgment against Defendants and seeks the following relief:

- (a) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (b) Attorneys' fees and costs of suit;
- (c) Punitive damages; and
- (d) Such other relief as the Court may deem equitable and just.

COUNT TWO

(LAD Retaliation-Plaintiff J.H.)

121. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

122. The LAD prohibits retaliation against individuals who are closely associated with individuals who object to discrimination in violation of the LAD.

123. In this case, Plaintiff J.H.'s mother, Plaintiff Halsey, and grandfather, Plaintiff Uszenski, objected to the Brick School District Defendants' discrimination against Plaintiff J.H. i.e., the Brick School District's baseless de-classification of Plaintiff J.H. which resulted in the denial of special needs services to Plaintiff J.H.

124. Plaintiff J.H. is closely associated with his mother, Plaintiff Halsey, and his grandfather, Plaintiff Uszenski.

125. At all times relevant hereto, Defendants knew that Plaintiff Halsey was Plaintiff J.H.'s mother.

126. At all times relevant hereto, Defendants knew that Plaintiff Uszenski was Plaintiff J.H.'s grandfather.

127. Defendants retaliated against Plaintiff J.H. by baselessly de-classifying him and denying him special services in retaliation for his mother and grandfather's objection to their discriminatory conduct.

128. In so doing, all of the Defendants acted in concert and conspiracy to destroy the lives of Plaintiffs Uszenski and Halsey, and to deliberately sabotage J.H.'s education.

129. The Defendants' actions were in direct violation of the LAD.

130. Based on the foregoing, Defendants negligently, recklessly and/or intentionally failed to take prompt, appropriate and reasonable remedial action to prevent, stop and remedy the retaliation aimed at Plaintiff J.H. By and through their agents, Defendants fostered a retaliatory atmosphere and allowed actions which constitute retaliation in violation of LAD.

131. Defendants' upper management has actually participated in and/or been willfully indifferent to the retaliatory conduct described herein.

132. Defendants' foregoing conduct was willful, intentional and especially egregious.

133. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff J.H. has suffered and continues to suffer damage to his educational progress, emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiff J.H. demands judgment against Defendants and seeks the following relief:

- (a) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (b) Attorneys' fees and costs of suit;
- (c) Punitive damages; and
- (d) Such other relief as the Court may deem equitable and just.

COUNT THREE

(Violation of CEPA-Plaintiff Uszenski)

134. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

135. In December, 2012, Plaintiff Uszenski uncovered what he reasonably believed to be fraudulent, corrupt and or criminal misconduct by Defendant Stump. Specifically, in or about December, 2012, Plaintiff Uszenski uncovered an unexplained deficit in the amount of \$750,000.00 in the Special Education budget.

136. Plaintiff Uszenski objected to and/or refused to participate in this fraud and questioned Defendant Stump about the deficit. Defendant Stump admitted fault for the deficit and, as a result, Plaintiff Uszenski recommended to the Board that Defendant Stump be demoted and caused an audit to be conducted of the Special Services Department.

137. Defendants knew that Plaintiff Uszenski had taken this protected action under CEPA and thereafter, retaliated against Plaintiff Uszenski in violation of CEPA. Defendants did this by, among other things: conspiring to bring criminal charges against him and his daughter, Plaintiff Halsey; suspending and terminating his employment; and defaming him and his daughter.

138. In so doing, all of the Defendants acted in concert and conspiracy to destroy the lives of Plaintiffs Uszenski and Halsey, and to deliberately sabotage J.H.'s education.

139. The Defendants' actions were in direct violation of CEPA.

140. Based on the foregoing, Defendants negligently, recklessly and/or intentionally failed to take prompt, appropriate and reasonable remedial action to prevent, stop and remedy the retaliation aimed at Plaintiff Uszenski. By and through their agents, Defendants fostered a retaliatory atmosphere and allowed actions which constitute retaliation in violation of CEPA.

141. Defendants' upper management has actually participated in and/or been willfully indifferent to the retaliatory conduct described herein.

142. Defendants' foregoing conduct was willful, intentional and especially egregious.

143. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff Uszenski has suffered and continues to suffer career damage, financial loss, damage to his reputation and emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiff Uszenski demands judgment against Defendants and seeks the following relief:

- (a) Economic damages for career path losses;
- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

COUNT FOUR

(Violation of CEPA-Derivative Retaliation-Plaintiff Halsey)

144. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

145. CEPA prohibits retaliation against individuals who are closely associated with whistle-blowers, like Plaintiff Uszenski.

146. Plaintiff Halsey is Plaintiff Uszenski's daughter and, as such, is closely associated with Plaintiff Uszenski.

147. At all times relevant hereto, Defendants knew that Plaintiff Halsey was Plaintiff Uszenski's daughter and J.H.'s mother.

148. Defendants retaliated against Plaintiff Uszenski for his having engaged in protected conduct under CEPA.

149. Likewise, Defendants retaliated against Plaintiff Halsey by, among other things: conspiring to bring criminal charges against her and defaming her.

150. In so doing, all of the Defendants acted in concert and conspiracy to destroy the lives of Plaintiffs Uszenski and Halsey, and to deliberately sabotage J.H.'s education.

151. The Defendants' actions were in direct violation of CEPA.

152. Based on the foregoing, Defendants negligently, recklessly and/or intentionally failed to take prompt, appropriate and reasonable remedial action to prevent, stop and remedy the retaliation aimed at Plaintiff Halsey. By and through their agents, Defendants fostered a retaliatory atmosphere and allowed actions which constitute retaliation in violation of CEPA.

153. Defendants' upper management has actually participated in and/or been willfully indifferent to the retaliatory conduct described herein.

154. Defendants' foregoing conduct was willful, intentional and especially egregious.

155. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff Halsey has suffered and continues to suffer career damage, financial loss, damage to her reputation and emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiff Halsey demands judgment against Defendants and seeks the following relief:

(a) Economic damages for career path losses;

- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

COUNT FIVE

(Violation of NJ Civil Rights Act-Plaintiffs Uszenski and Halsey)

156. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

157. N.J.S.A. 10:6-2(c) states, in pertinent part:

Any person who has been deprived of any substantive due process or equal protection rights, privileges or immunities secured by the Constitution or laws of the United States, or any substantive rights, privileges or immunities secured by the Constitution or laws of this State, or whose exercise or enjoyment of those substantive rights, privileges or immunities has been interfered with or attempted to be interfered with, by threats, intimidation or coercion by a person acting under color of law, may bring a civil action for damages and for injunctive or other appropriate relief.

158. The Defendants, including the Prosecutor's Office Defendants, Coronato, Paulhus and Mahoney, initiated the multiple criminal proceedings against Plaintiffs Uszenski and Halsey.

159. The Superseding Indictment ended in the Plaintiffs' favor when Judge Roe dismissed the Superseding Indictment on February 28, 2017.

160. The Defendants, including the Prosecutor's Office Defendants, Coronato, Paulhus and Mahoney, initiated the Superseding Indictment without probable cause.

161. All of the Defendants acted maliciously or for a purpose other than bringing the Plaintiffs to justice.

162. Both Plaintiffs Uszenski and Halsey suffered a deprivation of liberty consistent with the concept of seizure as a consequence of a legal proceeding. In this case, both Plaintiffs Uszenski and Halsey were arrested, finger-printed, processed and indicted without probable cause and for an impermissible purpose, i.e., to retaliate against them because Plaintiffs Uszenski and Halsey had engaged in protected conduct under CEPA. As a result, the Defendants acted under the color of law and in concert to fabricate criminal charges against them.

163. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs Uszenski and Halsey have suffered and continue to suffer career damage, financial loss, damage to their reputation and emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiffs Uszenski and Halsey demand judgment against Defendants and seeks the following relief:

- (a) Economic damages for career path losses;
- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

COUNT SIX

(Common Law Malicious Prosecution- Plaintiffs Uszenski and Halsey)

164. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

165. All of the Defendants acted in concert to institute the Superseding Indictment against the Plaintiffs.

166. The aforementioned Superseding Indictment was actuated by malice.

167. There was an absence of probable cause for the Superseding Indictment against Plaintiffs Uszenski and Halsey.

168. The aforementioned Superseding Indictment was terminated favorably to the Plaintiffs Uszenski and Halsey.

169. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs Uszenski and Halsey have suffered and continue to suffer career damage, financial loss, damage to their reputation and emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiffs Uszenski and Halsey demand judgment against Defendants and seeks the following relief:

- (a) Economic damages for career path losses;
- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

COUNT SEVEN

(Common Law Abuse of Process- Plaintiffs Uszenski and Halsey)

170. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

171. The Defendants not only instigated the criminal process for an improper purpose but also performed additional acts after issuance of process which represent the perversion or abuse of the legitimate purposes of that process. Here, the Defendants brought the criminal charges to retaliate against the Plaintiffs and continued the baseless criminal proceedings even after Judge Roe properly dismissed the Superseding Indictment.

172. The Defendants had an ulterior purpose in bringing the criminal proceedings and used those criminal proceedings terminate Plaintiff Uszenski and punish both he and his daughter, Plaintiff Halsey.

173. The Defendants used the criminal proceedings to coerce or oppress the Plaintiffs Uszenski and Halsey.

174. The Defendants' use of the criminal proceedings was coercive and/or illegitimate.

175. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs Uszenski and Halsey have suffered and continue to suffer career damage, financial loss, damage to their reputation and emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiffs Uszenski and Halsey demand judgment against Defendants and seeks the following relief:

- (a) Economic damages for career path losses;
- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;

- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

COUNT EIGHT

(Tortious Interference with Economic Gain- Plaintiff Uszenski)

176. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

177. Prior to the events described herein, Plaintiff Uszenski had an employment contract with the Brick School Board, pursuant to which he was the Superintendent of Schools from July 1, 2013 through June 30, 2018. But for the Defendants' actions in initiating and pursuing the criminal charges, Plaintiff Uszenski would have continued to be employed by the Brick Board of Education until his retirement.

178. Because of the Defendants' actions in initiating criminal charges against him, the Brick Board of Education first suspended Plaintiff Uszenski on May 7, 2015 and then, on September 18, 2017, voted to terminate Plaintiff Uszenski's contract upon its expiration date of June 30, 2018.

179. Plaintiff Uszenski had a protectable right to continued employment with the Brick Board of Education pursuant to his contractual relationship with the Board. As a result of this contract, Plaintiff Uszenski had a reasonable expectation of economic advantage.

180. Pursuant to his employment contract, Plaintiff Uszenski was in pursuit of continued employment with the Board of Education.

181. The Defendants acted intentionally and with malice in initiating the baseless criminal proceedings against Plaintiff Uszenski and did so to deliberately interfere with his employment with the Brick Board of Education.

182. By initiating and pursuing the baseless criminal charges against Plaintiff Uszenski, the Defendants acted intentionally and without justification or excuse to inflict harm against Plaintiff Uszenski.

183. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff Uszenski has suffered and continues to suffer career damage, financial loss, damage to his reputation and emotional distress, as well as personal physical injury and sickness.

184. If there had been no interference by the Defendants, there was a reasonable probability that Plaintiff Uszenski would have received the anticipated economic benefits of his employment agreement and continued employment.

WHEREFORE, cause having been shown, Plaintiff Uszenski demands judgment against Defendants and seeks the following relief:

- (a) Economic damages for career path losses;
- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

COUNT NINE

(Trade Libel- Plaintiffs Uszenski and Halsey)

185. Plaintiffs repeat, reallege and incorporate by reference each and every allegation stated above as if fully set forth herein.

186. By initiating and pursuing the criminal prosecutions, the Defendants published derogatory statements about Plaintiffs Uszenski and Halsey, i.e., the Defendants falsely labeled the Plaintiffs as "criminals."

187. The Defendants' actions had the effect of preventing others from dealing with the Plaintiffs and/or otherwise interfered with the Plaintiffs' relations with others. For example, the Defendants terminated Plaintiff Uszenski's employment contract because of the baseless criminal proceedings and the baseless criminal proceedings have destroyed both Plaintiff Uszenski and Halsey's ability to work and their lives in general.

188. The baseless criminal prosecutions are a matter of public record, and have been widely reported on by the media. The Defendants actions and communications have been made know to the general public and have played a material part in inducing others not to deal with the Plaintiffs.

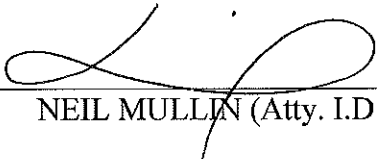
189. By falsely labeling the Plaintiffs as criminals, the Defendants have per se defamed the Plaintiffs.

190. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs Uszenski and Halsey have suffered and continue to suffer career damage, financial loss, damage to their reputations and emotional distress, as well as personal physical injury and sickness.

WHEREFORE, cause having been shown, Plaintiffs Uszenski and Halsey demand judgment against Defendants and seeks the following relief:

- (a) Economic damages for career path losses;
- (b) Compensatory damages, including damages for emotional distress and personal physical injury and sickness;
- (c) Compensation for reputational damage;
- (d) Attorneys' fees and costs of suit;
- (e) Punitive damages; and
- (f) Such other relief as the Court may deem equitable and just.

SMITH MULLIN, P.C.
Attorneys for Plaintiffs

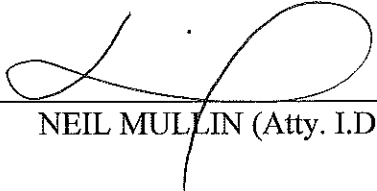
By: 
NEIL MULLIN (Atty. I.D.#011891980)

Dated: September 11, 2018

JURY DEMAND

Plaintiffs demand trial by jury with respect to all issues that are so triable.

SMITH MULLIN, P.C.
Attorneys for Plaintiffs

By: 
NEIL MULLIN (Atty. I.D.#011891980)

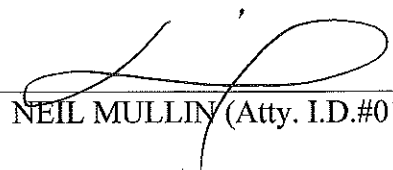
Dated: September 11, 2018

TRIAL COUNSEL DESIGNATION

Neil Mullin, Esq. is hereby designated as trial counsel in this matter.

SMITH MULLIN, P.C.

Attorneys for Plaintiffs

By: 
NEIL MULLIN (Atty. I.D.#011891980)

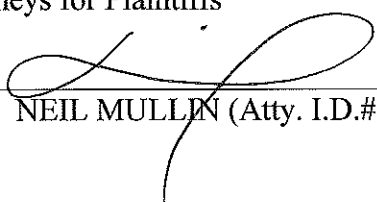
Dated: September 11, 2018

CERTIFICATION

Pursuant to New Jersey Court *Rule* 4:5-1, counsel for Plaintiff hereby certifies that to his knowledge, no matter related to this one is currently pending in either arbitration or litigation.

SMITH MULLIN, P.C.

Attorneys for Plaintiffs

By: 
NEIL MULLIN (Atty. I.D.#011891980)

Dated: September 11, 2018

Civil Case Information Statement

Case Details: MONMOUTH | Civil Part Docket# L-003292-18

Case Caption: USZENSKI WALTER VS BRICK TOWNSHIP
BOARD OF EDUC

Case Initiation Date: 09/11/2018

Attorney Name: JAMES EDWARD BURDEN

Firm Name: SMITH MULLIN, PC

Address: 240 CLAREMONT AVENUE

MONTCLAIR NJ 07042

Phone:

Name of Party: PLAINTIFF : Uszenski, Walter

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

09/11/2018
Dated

/s/ JAMES EDWARD BURDEN
Signed

KENT & MCBRIDE, P.C.

By: Jay D. Branderbit, Esquire
Attorney ID Nos. 42571989
1040 Kings Highway North
Suite 600
Cherry Hill, NJ 08034
267-702-1713 Phone
267-702-1715 Fax
Jbranderbit@kentmcbride.com

ATTORNEYS FOR DEFENDANT,
Marcella Butterly, incorrectly designated as
Marcell Butterly

File Number: 223-71549

Walter Uszenski, Jacqueline Halsey and
J.H., a minor,

Plaintiff(s),

v.

Brick Township Board of Education, et
al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION -OCEAN COUNTY

DOCKET No. OCN-L-2406-18

CIVIL ACTION

**ANSWER TO PLAINTIFFS'
COMPLAINT WITH
AFFIRMATIVE DEFENSES,
CROSSCLAIMS FOR
CONTRIBUTION, CROSSCLAIMS
FOR INDEMNIFICATION, ANSWER
TO ALL CROSSCLAIMS,
DEMAND FOR COMPLIANCE WITH
NJ COURT RULES, DESIGNATION
OF TRIAL
COUNSEL AND JURY DEMAND**

1. Admitted insofar as Plaintiffs are stating the causes of action made by them.
2. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.
3. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

4. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

5. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

6. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

7. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

8. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

9. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

10. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

11. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

12. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the

averments contained in this paragraph state conclusions of law to which no response is required.

13. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

14. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

15. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

16. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

17. Denied as stated. Answering Defendant was employed by the Brick Board of Education as a bus driver, however denies that she was an employee at all times relevant hereto, as Answering Defendant is not knowledgeable with regard to the relative time periods for specific actions alleged to have occurred on behalf of others.

18. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

19. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

20. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

21. Denied. The averments of this paragraph are made with respect to a party other than

Answering Defendant, and, as such, requires no response.

22. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

23. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

24. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

25. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

26. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

27. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

28. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

29. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

30. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

31. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

32. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

33. Denied. The averments of this paragraph are made with respect to a party other than

Answering Defendant, and, as such, requires no response.

34. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

35. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

36. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

37. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

38. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

39. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

40. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

41. Denied. The averments of this paragraph are made with respect to a party other than Answering Defendant, and, as such, requires no response.

42. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

43. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

44. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

45. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

46. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

47. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

48. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

49. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

50. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

51. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

52. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

53. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

54. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

55. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

56. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

57. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

58. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

59. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

60. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

61. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

62. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

63. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

64. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

65. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

66. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

67. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

68. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

69. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

70. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

71. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

72. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

73. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

74. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

75. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

76. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

77. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

78. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

79. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

80. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

81. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

82. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

83. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

84. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

85. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

86. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further response, to the extent that Answering Defendant is included within the “Defendants” referenced in this paragraph, the averments contained in this paragraph state conclusions of law to which no response is required.

87. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

88. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

89. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

90. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

91. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

92. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

93. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

94. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

95. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

96. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

97. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

98. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

99. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

100. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

101. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

102. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further response, to the extent that the word “Defendants” in this paragraph is meant to reference Answering Defendant, Answering Defendant specifically denies any involvement in the conduct alleged in this paragraph.

103. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further response, to the extent that the word “Defendants” in this paragraph is meant to reference Answering Defendant, Answering Defendant specifically denies any involvement in the conduct alleged in this paragraph.

104. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

105. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

106. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

107. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

COUNT ONE

108. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

109. Denied. The allegations of this paragraph reference a statute which will speak for itself.

110. Denied. The allegations of this paragraph reference a statute which will speak for itself.

111. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

112. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

113. Denied. The averments contained in this paragraph state conclusions of law to which no response is required. By way of further response, after reasonable investigation, the Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

114. Denied. The allegations of this paragraph are specifically denied by Answering Defendant.

115. Denied. The averments of this paragraph are made with respect to a party other than

Answering Defendant, and, as such, requires no response.

116. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

117. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

118. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

119. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

120. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT II

121. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

122. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

123. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

124. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and,

therefore, denies same and demands strict proof thereof at trial.

125. Denied. Answering Defendant has no knowledge with respect to Plaintiff Halsey and Plaintiff J.H..

126. Denied. Answering Defendant has no knowledge with respect to Plaintiff Halsey and Plaintiff J.H..

127. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

128. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

129. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

130. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

131. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

132. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

133. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case. By way of further response, the averments contained in this paragraph state conclusions of law to which no response is required.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT THREE

134. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

135. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

136. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

137. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

138. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

139. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

140. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

141. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

142. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

143. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against

all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT FOUR

144. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

145. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

146. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

147. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

148. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

149. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

150. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

151. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

152. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

153. Denied. The allegations of this paragraph are specifically denied insofar as Answering

Defendant had no ability to effectuate any action against any Plaintiff in this case.

154. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

155. Denied. The allegations of this paragraph are specifically denied insofar as Answering

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT FIVE

156. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

157. Denied. The averments contained in this paragraph state conclusions of law to which no response is required.

158. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

159. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

160. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

161. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

162. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

163. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT SIX

164. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

165. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

166. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

167. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

168. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

169. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT SEVEN

170. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

171. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

172. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

173. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

174. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

175. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT EIGHT

176. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

177. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

178. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

179. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

180. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

181. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

182. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

183. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

184. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court deems appropriate.

COUNT NINE

185. Answering Defendant hereby incorporates all previous averments as if fully set forth herein at length.

186. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

187. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

188. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

189. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

190. Denied. The allegations of this paragraph are specifically denied insofar as Answering Defendant had no ability to effectuate any action against any Plaintiff in this case.

WHEREFORE, Answering Defendant hereby demands judgment in its favor and against all other parties, with costs of suit, attorney fees and such other relief as this Honorable Court

deems appropriate.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant did not violate the rights of Plaintiffs

THIRD AFFIRMATIVE DEFENSE

Defendant was not authorized or able to make any employment decisions with respect to Plaintiff, which for this paragraph and all subsequent paragraphs will be deemed to refer to all Plaintiffs, and any conduct on Defendant's part was motivated by legitimate, non-discriminatory reasons.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are limited or barred by the terms of both the New Jersey Civil Rights Act and the New Jersey Conscientious Employees Protection Act.

FIFTH AFFIRMATIVE DEFENSE

Defendant claims all defenses available to it under the provisions of the New Jersey Civil Rights Act and the New Jersey Conscientious Employees Protection Act.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs failed to exhaust all administrative remedies.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs failed to mitigate their damages.

EIGHTH AFFIRMATIVE DEFENSE

Defendant breached no duty to plaintiffs.

NINTH AFFIRMATIVE DEFENSE

Defendant avers that the claims against it are barred by the Doctrine of Arbitration and Award, Laches, Estoppel, Res Judicata, Waiver and/or all statute of limitation provisions.

TENTH AFFIRMATIVE DEFENSE

The injuries and/or damages alleged by plaintiffs were caused solely or in part by plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred and/or limited by the Entire Controversy Doctrine as set forth in Rule 4:30A of the New Jersey Rules of Civil Procedure.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a cause of action upon which relief may be granted for punitive damages as to defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

Monetary damages sought, in the nature of punitive damages, are unconstitutional and/or violative of due process, equal protection and other constitutional standards.

FOURTEENTH AFFIRMATIVE DEFENSE

Defendant, at all times relevant hereto, complied with all federal, state and local statutes, regulations and/or ordinances in effect.

FIFTEENTH AFFIRMATIVE DEFENSE

All of Defendant's actions toward Plaintiff were based on legitimate, non-retaliatory and non-discriminatory business reasons.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are frivolous, unreasonable, groundless and, accordingly, Defendant should recover all costs and attorneys' fees incurred herein.

SEVENTEENTH AFFIRMATIVE DEFENSE

Answering Defendants did not violate any law, rule or regulation promulgated pursuant to

law at any time relevant hereto.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff had no basis to form a reasonable belief that Answering Defendant violated any law, rule or regulation promulgated pursuant to law at any time relevant hereto.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to comply with applicable Statute(s) of Limitations in bringing their claim(s).

TWENTIETH AFFIRMATIVE DEFENSE

Defendant reserves the right to interpose such other defenses as discovery may disclose.

WHEREFORE, Defendant respectfully requests that the Court dismiss the Complaint with prejudice and enter judgment in their favor, together with the costs of this action, including reasonable attorneys' fees.

CROSSCLAIMS FOR CONTRIBUTION

While denying all liability, the Answering Defendant asserts that the Co-Defendants, if any, are joint tortfeasors and demand contribution to any adverse verdict pursuant to the Comparative Negligence Act, N.J.S.A. 2A:15-5.1, *et seq.*, and the Joint Tortfeasors Contribution Act, N.J.S.A., 2A:53A-1.

CROSSCLAIMS FOR INDEMNIFICATION

The Answering Defendant asserts that he is entitled to be indemnified and saved harmless from all loss or liability, including attorney's fees and defense costs arising from the instant litigation, by Co-Defendants herein, pursuant to common law and states that its tortious wrongdoing, if any, was secondary, imputed, and vicarious and that the tortious wrongdoing, if any, of the Co-Defendants, herein are, the primary, active, and direct cause of the delict and damages alleged by the Plaintiff. The Answering Defendant demands judgment against the Co-Defendants, in said amount.

ANSWER TO CROSSCLAIMS

Defendant, Marcella Butterly, incorrectly designated as Marcell Butterly, denies all claims for indemnification and/or contribution made against her or to be alleged against her by any of the parties hereof.

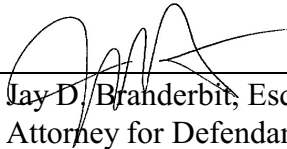
DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Jay D. Branderbit, Esquire, is hereby designated trial counsel.

JURY DEMAND

Defendant demands a trial by jury on all issues.

KENT & McBRIDE, P.C.

BY: 
Jay D. Branderbit, Esquire
Attorney for Defendant,
Marcella Butterly, incorrectly
designated as Marcell Butterly

KENT & MCBRIDE, P.C.

By: Jay D. Branderbit, Esquire
Attorney ID Nos. 42571989
1040 Kings Highway North
Suite 600
Cherry Hill, NJ 08034
267-702-1713 Phone
267-702-1715 Fax
Jbranderbit@kentmcbride.com

ATTORNEYS FOR DEFENDANT,
Marcella Butterly, incorrectly designated as
Marcell Butterly

File Number: 223-71549

Walter Uszenski, Jacqueline Halsey and
J.H., a minor,

Plaintiff(s),

v.

Brick Township Board of Education, et
al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION -OCEAN COUNTY

DOCKET No. OCN-L-2406-18

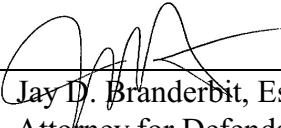
CIVIL ACTION

CERTIFICATION

The undersigned hereby certifies that to the best of my knowledge, information and belief, the matter in controversy is not the subject of any other action pending in any other Court or of a pending Arbitration proceeding or that any other action or Arbitration is presently contemplated. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

KENT & McBRIDE, P.C.

BY: _____


Jay D. Branderbit, Esquire
Attorney for Defendant,
Marcella Butterly, incorrectly
designated as Marcell Butterly

Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-002406-18

Case Caption: USZENSKI WALTER VS BRICK TOWNSHIP
BOARD OF EDUC

Case Initiation Date: 09/11/2018

Attorney Name: JAY DAVID BRANDERBIT

Firm Name: KENT & MC BRIDE, PC

Address: 1040 KINGS HIGHWAY N STE 600

CHERRY HILL NJ 08034

Phone:

Name of Party: DEFENDANT : BUTTERLY, MARCELL

Name of Defendant's Primary Insurance Company

(if known): New Jersey School District

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Answer

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

12/03/2018

Dated

/s/ JAY DAVID BRANDERBIT

Signed

WALTER USZENSKI, ET AL

Plaintiff

VS

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180917121607

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):

DETECTIVE RYAN MAHONEY
MONMOUTH COUNTY PROSECUTOR'S OFFICE OFC 132 JERSEYVILLE
AVE.

FREEHOLD NJ 07728

By serving: DETECTIVE RYAN MAHONEY

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 9/19/2018 12:46 PM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

DOUGLAS BERGQUIST

ASSISTANT

RECEIVED

SEP 21 2018

SMITH MULLIN

Description of Person Accepting Service:

SEX: M AGE: 51-65 HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

19 day of Sept, 2018

Notary Signature: _____

KIMBERLY GROTE

Name of Notary: KIMBERLY GROTE
My Commission Expires Dec. 18, 2018

I, PETER CERRUTO,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

Date

Name of Private Server: PETER CERRUTO Address: 2009 Morris Avenue UNION NJ 07083 Phone: (800) 672-1952



WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

20180913133423

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):JAMES STUMP
372 LAKE SHORE DR.
BRICK TWP. NJ 08723**By serving:** JAMES STUMP**Attorney:** NEIL MULLIN, ESQ.**Papers Served:** SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE**Service Data:** ☒ Served Successfully ☐ Not Served

Date/Time: 9/18/2018 3:44 PM

☒ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**Description of Person Accepting Service:**

SEX: M AGE: 65+ HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: BROWN OTHER:

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____

Date/Time: _____

Date/Time: _____

Other:

Served Data:

Subscribed and Sworn to me this

19 day of Sept 2018

Notary Signature: _____

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 10, 2019

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

JAMES STUMP

SELF

RECEIVED

SEP 21 2018

SMITH MULLIN

Attempts

9/18/2018 3:36:46 PM

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

Date

9/19/2018

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

20180913133504

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):DONNA STUMP
372 LAKE SHORE DR.
BRICK TWP. NJ 08723

By serving: DONNA STUMP

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICEService Data: ☒ Served Successfully ☐ Not Served

Date/Time: 9/18/2018 3:44 PM

☐ Delivered a copy to him/her personally☒ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

JAMES STUMP

HUSBAND

RECEIVED

SEP 21 2018

SMITH MULLIN

Description of Person Accepting Service:

SEX: M AGE: 65+ HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

19 day of Sept, 2018

Notary Signature: _____

KIMBERLY GROTE

Name of Notary NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 06-10-2020

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

9/19/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952



20180913131314

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

Person to be served (Name and Address):BRICK TOWNSHIP BOARD OF EDUCATION
101 HENDRICKSON AVENUE
BRICK TWP. NJ 08723

By serving: BRICK TOWNSHIP BOARD OF EDUCATION

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE**Service Data:** ☒ Served Successfully ☐ Not Served

Date/Time: 9/14/2018 2:41 PM

☐ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

MARY CAREY

PERSON AUTHORIZED TO ACCEPT SERVICE**Description of Person Accepting Service:**

SEX: F AGE: 51-65 HEIGHT: 5'0"-5'3" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

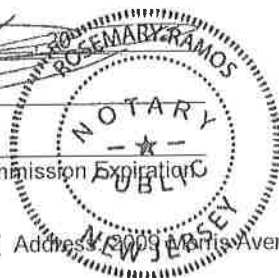
Served Data:

Subscribed and Sworn to me this

17 day of Sept

Notary Signature: _____

ROSEMARY BAMOS

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 25, 2018

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

9/17/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180913132308

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):

PROSECUTOR JOSEPH D. CORONATO
OCEAN COUNTY PROSECUTOR'S OFFICE 119 HOOPER AVENUE
TOMS RIVER NJ 08753

By serving: PROSECUTOR JOSEPH D. CORONATO

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 9/13/2018 2:55 PM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

MICHELE EICK

PERSON AUTHORIZED TO ACCEPT SERVICE

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'4"-5'8" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on: _____

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other: _____

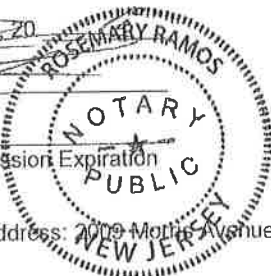
Served Data:

Subscribed and Sworn to me this

17 day of Sept, 2018

Notary Signature: _____

ROSEMARY RAMOS
Notary Public of New Jersey
My Commission Expires Sept. 25, 2018



I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

9/17/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Mott Avenue UNION, NJ 07083 Phone: (800) 672-1952

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180913132718

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):

OCEAN COUNTY PROSECUTOR'S OFFICE
119 HOOPER AVENUE
TOMS RIVER NJ 08753

By serving: OCEAN COUNTY PROSECUTOR'S OFFICE

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Service Data: ☒ Served Successfully ☐ Not Served

Name of Person Served and relationship/title:

Date/Time: 9/13/2018 2:56 PM

MICHELE EICK

☐ Delivered a copy to him/her personally

PERSON AUTHORIZED TO ACCEPT SERVICE

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'4"-5'8" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

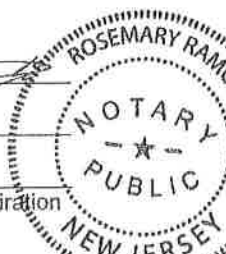
11 day of Sept, 2018

Notary Signature:

ROSEMARY RAMOS

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Sept. 25, 2018 Commission Expiration



I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

9/17/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180913132418

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):

JOANNE BERGEN, TWSP. ADMINISTRATOR
BRICK TOWNSHIP 401 CHAMBERS BRIDGE ROAD
BRICK TWP. NJ 08723

By serving: JOANNE BERGEN, TWSP. ADMINISTRATOR

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 9/14/2018 2:17 PM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

ANNEMARIE DRIES

PERSON AUTHORIZED TO ACCEPT SERVICE

Description of Person Accepting Service:

SEX: F AGE: 65+ HEIGHT: 5'0"-5'3" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other:

Served Data:

Subscribed and Sworn to me this

17 day of

20

Notary Signature:

Name of Notary: ROSEMARY RAMOS

Commission Expiration

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Sept. 25, 2018

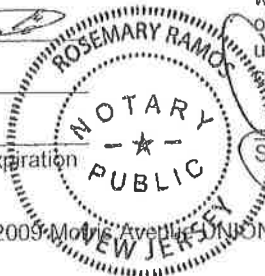
Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue, UNION, NJ 07083 Phone: (800) 672-1952

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

9/17/2018
Date



WALTER USZENSKI, ET AL

Plaintiff

20180913132541

Superior Court Of New Jersey

vs

MONMOUTH Venue

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

Docket Number: MON L 3292 18

Person to be served (Name and Address):BRICK TOWNSHIP
401 CHAMBERS BRIDGE ROAD
BRICK TWP. NJ 08723

By serving: BRICK TOWNSHIP

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICEService Data: ☒ Served Successfully ☐ Not Served

Date/Time: 9/14/2018 2:17 PM

☐ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

ANNEMARIE DRIES

PERSON AUTHORIZED TO ACCEPT SERVICE

Description of Person Accepting Service:

SEX: F AGE: 65+ HEIGHT: 5'0"-5'3" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other:

Served Data:

Subscribed and Sworn to me this

17 day of Sept, 2018

Notary Signature: _____

ROSEMARY RAMOS
 Name of Notary
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Sept. 25, 2018

Name of Private Server: JAMES DONNELLY Address: 2008 Morris Avenue, LUMEN, NJ 07083 Phone: (800) 672-1952

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
 of 18 and not having direct interest in the litigation. I declare
 under penalty of perjury that the foregoing is true and
 correct.

Signature of Process Server

Date

9/17/2018



WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180913131613

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):

JAMES EDWARDS, BUSINESS ADMINISTRATOR
C/O BRICK TOWNSHIP BOARD OF EDUCATION 101 HENDRICKSON
AVENUE
BRICK TWP. NJ 08723

By serving: JAMES EDWARDS, BUSINESS ADMINISTRATOR

Attorney: NEIL MULLIN, ESQ.

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE

Service Data: ☒ Served Successfully ☐ Not Served

Name of Person Served and relationship/title:

Date/Time: 9/14/2018 2:41 PM

MARY CAREY

☐ Delivered a copy to him/her personally

PERSON AUTHORIZED TO ACCEPT SERVICE

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

Description of Person Accepting Service:

SEX: F AGE: 51-65 HEIGHT: 5'0"-5'3" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

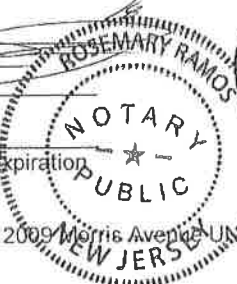
____ day of _____, 2018

Notary Signature: _____

ROSEMARY RAMOS

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 25, 2018

Commission Expiration



Signature of Process Server

9/17/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180913132619

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):MAYOR JOHN DUCEY
BRICK TOWNSHIP 401 CHAMBERS BRIDGE ROAD
BRICK TWP. NJ 08723

By serving: MAYOR JOHN DUCEY

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Service Data: ☒ Served Successfully ☐ Not Served

Name of Person Served and relationship/title:

Date/Time: 9/14/2018 2:17 PM

ANNEMARIE DRIES

☐ Delivered a copy to him/her personallyPERSON AUTHORIZED TO ACCEPT SERVICE☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**Description of Person Accepting Service:**

SEX: F AGE: 65+ HEIGHT: 5'0"-5'3" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

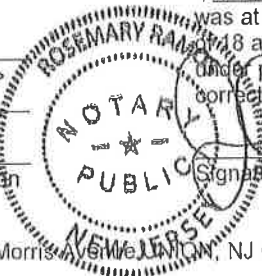
Served Data:

Subscribed and Sworn to me this

17 day of Sep, 2018

Notary Signature: _____

ROSEMARY RAMOS
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Sept. 25, 2018



I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
 of 18 and not having direct interest in the litigation. I declare
 under penalty of perjury that the foregoing is true and
 correct.

Signature of Process Server

9/17/2018
 Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue Union, NJ 07083 Phone: (800) 672-1952

WALTER USZENSKI, ET AL

Plaintiff

VS

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant



20180917121513

Superior Court Of New Jersey

MONMOUTH Venue

Docket Number: MON L 3292 18

Person to be served (Name and Address):
FRANK PANNUCCI, JR., POINT PLEASANT BOROUGH ADMINISTRATOR
2233 BRIDGE AVENUE
POINT PLEASANT NJ 08742
By serving: FRANK PANNUCCI, JR., POINT PLEASANT BOROUGH
ADMINISTRATOR

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE

Name of Person Served and relationship/title:

ANTOINETTE JONES

CLERK

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 9/19/2018 1:46 PM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

RECEIVED

SEP 24 2018

SMITH MULLIN

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'4"-5'8" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BLACK OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on: Date/Time: _____

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

21 day of Sept, 2018

Notary Signature: _____

JACKELINE GONZALEZ

NOTARY PUBLIC OF NEW JERSEY Commission Expiration
My Commission Expires Dec. 15, 2020

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

09/21/18
Date

WALTER USZENSKI, ET AL

Plaintiff

VS

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

20181016132410

Superior Court Of New Jersey

OCEAN Venue

Docket Number: OCN L 2406 18

Person to be served (Name and Address):

SUE SUTER
 115 SPRUCE HILLS DRIVE
 GLEN GARDNER NJ 08826
 By serving: SUE SUTER

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
 NOTICE, CERTIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 10/18/2018 6:02 PM

☒ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
 residing therein (indicate name & relationship at right)

☐ Left a copy with a person authorized to accept service, e.g. managing agent,
 registered agent, etc. (indicate name & official title at right)

Description of Person Accepting Service:

SEX: F AGE: 51-65 HEIGHT: 5'4"-5'8" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

19 day of Oct 2018

Notary Signature: _____

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Dec. 18, 2018

Name of Private Server: DAVID SPALDING Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SUE SUTER

SELF

RECEIVED

OCT 22 2018

SMITH MULLIN

Attempts

10/17/2018 4:38:13 PM

I, DAVID SPALDING,

was at the time of service a competent adult, over the age
 of 18 and not having direct interest in the litigation. I declare
 under penalty of perjury that the foregoing is true and
 correct.

Signature of Process Server

Date

10/19/2018



WALTER USZENSKI, ET AL

Plaintiff

20181016132632

Superior Court Of New Jersey

vs

OCEAN Venue

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

Docket Number: OCN L 2406 18

Person to be served (Name and Address):

JOHN C. SAHRADNIK, ESQ.

337 SILVER BAY ROAD

TOMS RIVER NJ 08753

By serving: JOHN C. SAHRADNIK, ESQ.**Attorney:** NEIL MULLIN, ESQ.**Papers Served:** SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE, CERTIFICATION**Service Data:** ☒ Served Successfully ☐ Not ServedDate/Time: 10/17/2018 8:46 PM☒ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**AFFIDAVIT OF SERVICE**

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

JOHN C. SAHRADNIK, ESQ.SELF

RECEIVED
OCT 22 2018
SMITH MULLIN

Description of Person Accepting Service:SEX: M AGE: 65+ HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER: _____**Unserved:**

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other:

Attempts

10/17/2018 3:47:46 PM

Served Data:

Subscribed and Sworn to me this

19 day of Oct, 2018

Notary Signature:

JACKELINE GONZALEZ

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Dec 15, 2020

Commission Expiration

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
 of 18 and not having direct interest in the litigation. I declare
 under penalty of perjury that the foregoing is true and
 correct.

Signature of Process Server

10/19/18
 /20
 Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952



WALTER USZENSKI, ET AL

Plaintiff

20181016132553

Superior Court Of New Jersey

vs

OCEAN Venue

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

Docket Number: OCN L 2406 18

Person to be served (Name and Address):

DR. VITO GAGLIARDI, SR.

109 FABER LANE

MANTOLOKING NJ 08738

By serving: DR. VITO GAGLIARDI, SR.

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE, CERTIFICATIONService Data: ☒ Served Successfully ☐ Not Served

Date/Time: 10/24/2018 1:20 PM

☒ Delivered a copy to him/her personally☐ Left a copy with a competent household member over 14 years of age
residing therein (Indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)**Description of Person Accepting Service:**

SEX: M AGE: 65+ HEIGHT: 5'4"-5'8" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER: GLASSES

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____

Date/Time: _____

Date/Time: _____

Other:

Served Data:

Subscribed and Sworn to me this

25 day of OCT, 2018

Notary Signature:

JACKELINE GONZALEZ

NOTARY PUBLIC OF NEW JERSEY Commission Expiration
Name of Notary My Commission Expires Dec. 15, 2020

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

13

RECEIVED

OCT 29 2018

SMITH MULLIN

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

20181016132711

Superior Court Of New Jersey

OCEAN Venue

Docket Number: OCN L 2406 18

Person to be served (Name and Address):MARCELL BUTTERLY
172 RIVIERA DRIVE
BRICK TWP. NJ 08723**By serving:** MARCELL BUTTERLY**Attorney:** NEIL MULLIN, ESQ.**Papers Served:** SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE, CERTIFICATION**Service Data:** ☒ Served Successfully ☐ Not Served

Name of Person Served and relationship/title:

Date/Time: 10/19/2018 4:40 PM

LEVI ANDINO

☐ Delivered a copy to him/her personally

RELATIVE/ROOMMATE

☒ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

RECEIVED

OCT 24 2018

SMITH MULLIN

Description of Person Accepting Service:

SEX: F AGE: 36-50 HEIGHT: 5'4"-5'8" WEIGHT: 100-130 LBS. SKIN: WHITE HAIR: BROWN OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other:

Served Data:

Subscribed and Sworn to me this

22 day of Oct, 2018

Notary Signature: *KG*

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 18, 2018

Commission Expiration

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

10/22/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Mills Avenue, Union, NJ 07083 Phone: (800) 672-1952

WALTER USZENSKI, ET AL

Plaintiff

VS

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

20181016132516

Superior Court Of New Jersey

OCEAN Venue

Docket Number: OCN L 2406 18

Person to be served (Name and Address):

SHARON CANTILLO
148 MARILYN DRIVE
BRICK TWP. NJ 08723

By serving: SHARON CANTILLO

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE, CERTIFICATION

Service Data: ☒ Served Successfully ☐ Not Served

Date/Time: 10/21/2018 9:27 AM

☒ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)

☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

Description of Person Accepting Service:

SEX: F AGE: 51-65 HEIGHT: 5'4"-5'8" WEIGHT: 131-160 LBS. SKIN: WHITE HAIR: BLONDE OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ Defendant is evading service
- ☐ Appears vacant
- ☐ No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

Other: _____

Served Data:

Subscribed and Sworn to me this

22 day of Oct, 2018

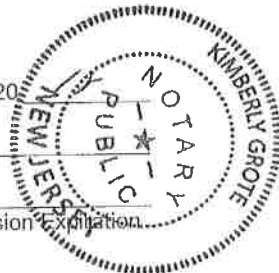
Notary Signature: _____

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Dec. 18, 2018

Commission Expiration



I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

10/22/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SHARON CANTILLO

SELF

RECEIVED

OCT 24 2018

SMITH MULLIN

Attempts

10/17/2018 11:08:13 AM

10/19/2018 3:41:18 PM

WALTER USZENSKI, ET AL

Plaintiff

vs

BRICK TOWNSHIP BOARD OF EDUCATION, ET AL

Defendant

20181016132444

Superior Court Of New Jersey

OCEAN Venue

Docket Number: OCN L 2406 18

Person to be served (Name and Address):MICHAEL CONTI
754 TALL OAKS DRIVE
BRICK TWP. NJ 08723

By serving: MICHAEL CONTI

Attorney: NEIL MULLIN, ESQ.

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT
NOTICE, CERTIFICATIONService Data: ☒ Served Successfully ☐ Not Served

Date/Time: 10/19/2018 5:21 PM

☐ Delivered a copy to him/her personally☒ Left a copy with a competent household member over 14 years of age
residing therein (indicate name & relationship at right)☐ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (indicate name & official title at right)

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Name of Person Served and relationship/title:

SHELLEY CONTI

MOTHER

RECEIVED

OCT 24 2018

SMITH J. B. J. IN

Description of Person Accepting Service:

SEX: F AGE: 51-65 HEIGHT: 5'4"-5'8" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: BLONDE OTHER: _____

Unserved:

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ Appears vacant
☐ No response on:

Date/Time: _____
 Date/Time: _____
 Date/Time: _____

Other: _____

Attempts

10/17/2018 12:02:18 PM

Served Data:

Subscribed and Sworn to me this

22 day of at 2018

Notary Signature: KG

KIMBERLY GROTE

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 18, 2018

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age
of 18 and not having direct interest in the litigation. I declare
under penalty of perjury that the foregoing is true and
correct.

Signature of Process Server

10/22/2018
Date

Name of Private Server: JAMES DONNELLY Address: 2008 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

SMITH MULLIN, P.C.
Neil Mullin, Esq. (Atty I.D.# 011891980)
240 Claremont Avenue
Montclair, New Jersey 07042
(973) 783-7607
Attorneys for Plaintiffs

WALTER USZENSKI, JACQUELINE
HALSEY and J.H., a minor,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: OCEAN COUNTY

DOCKET NO: OCN-L-2406-18

Plaintiffs,

Civil Action

v.

BRICK TOWNSHIP BOARD OF
EDUCATION, JOHN BARTON, SUE
SUTER, MICHAEL CONTI, KARYN
CUSANELLI, FRANK PANNUCCI,
SHARON CANTILLO, DR. VITO
GAGLIARDI, SR., BUSINESS
ADMINISTRATOR JAMES EDWARDS,
BOARD ATTORNEY JOHN C.
SAHRADNIK, MARCELL BUTTERLY,
DONNA STUMP, JAMES STUMP,
BRICK TOWNSHIP, BRICK TOWNSHIP
MAYOR JOHN DUCEY, BRICK
TOWNSHIP ADMINISTRATOR
JOANNE BERGEN, OFFICE OF THE
OCEAN COUNTY PROSECUTOR,
PROSECUTOR JOSEPH D. CORONATO,
EXECUTIVE ASSISTANT
PROSECUTOR MICHEL A. PAULHUS,
DET. RYAN MAHONEY, JOHN DOES 1-
10 and JANE DOES 1-10, jointly, severally
and in the alternative,

ACKNOWLEDGMENT OF SERVICE

Defendants.

Service of the annexed Summonses, Complaint and Jury Demand, Civil Case Information
Statement and Track Assignment Notice on behalf of defendants Brick Township Board of

Education, John Barton, Sue Suter, Michael Conti, Karyn Cusanelli, Frank Pannucci, Sharon Cantillo, Dr. Vito Gagliardi and James Edwards is hereby acknowledged this 26th day of October, 2018.


DOMENICK CARMAGNOLA

Dated: 10/26/18