

ERIC S. PENNINGTON, P.C.
A Professional Corporation
1 Gateway Center, Suite 105
Newark, NJ 07102
(973) 639-0600, Facsimile (973) 639-9898
Attorneys for Plaintiff
epenningtonlaw@aol.com

JoAnn Riley,

Plaintiff

-vs-

Carolyn M. Kossack, Little Silver Public
Schools, Kevin Brennan, Meggan Bateman,
Stephanie Brannagan, Andrew Walsh, Lorre
Weisman, Dennis Morolda, and John Does 1 –
10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
DOCKET NO MON-L-1359-13

Civil Action

**SECOND AMENDED COMPLAINT AND
JURY DEMAND**

Plaintiff, JoAnn Riley, residing in Edison Township, New Jersey, says by way of Complaint against Defendants, Carolyn M. Kossack, Little Silver Public Schools, Kevin Brennan, Meggan Bateman, Stephanie Brannagan, Andrew Walsh, Lorre Weisman, and Dennis Morolda, as follows:

PARTIES

1. Plaintiff JoAnn Riley, a female, was employed by the Little Silver Public Schools as the Supervisor of Special Services from on or about August 1, 2012 until her employment was terminated by her supervisor, Carolyn Kossack, on or about November 27, 2012, with an effective date of January 31, 2013. While employed by the Little Silver Public Schools, Plaintiff was a member of the New Jersey Principals and Supervisors Association ("NJPSA").

2. Defendant Little Silver Public Schools ("LSPS") has its principal place of business located at 124 Willow Drive, Little Silver, New Jersey 07739.

3. Defendant Carolyn M. Kossack was at all relevant times, the Superintendent of Schools of the Little Silver Public Schools, and in such capacity had supervisory authority over Ms. Riley, and direct responsibility for the terms and conditions of her employment, including promotions, raises and day-to-day assignments and activities.

4. Defendant Kevin Brennan, at all times relevant was a member of the Little Silver Board of Education ("Board" or "LSBOE"), and in such capacity had supervisory authority over Dr. Kossack and Ms. Riley, and direct responsibility for the terms and conditions of Ms. Riley's employment, including promotions and raises; and, further he knew or should have known of the discrimination being perpetrated by Dr. Kossack on plaintiff, JoAnn Riley. His actions and inaction served to ratify Dr. Kossack's discriminatory treatment of JoAnn Riley, and allowed for the continuation of a hostile work environment.

5. Defendant Meggan Bateman, at all times relevant was a member of the LSBOE, and in such capacity had supervisory authority over Dr. Kossack and Ms. Riley, and direct responsibility for the terms and conditions of Ms. Riley's employment, including promotions and raises; and, further she knew or should have known of the discrimination being perpetrated by Dr. Kossack on plaintiff, JoAnn Riley. Her actions and inaction served to ratify Dr. Kossack's discriminatory treatment of JoAnn Riley, and allowed for the continuation of a hostile work environment.

6. Defendant Stephanie Brannagan, at all times relevant was a member of the LSBOE, and in such capacity had supervisory authority over Dr. Kossack and Ms. Riley, and direct responsibility for the terms and conditions of Ms. Riley's employment,

including promotions and raises; and, further she knew or should have known of the discrimination being perpetrated by Dr. Kossack on plaintiff, JoAnn Riley. Her actions and inaction served to ratify Dr. Kossack's discriminatory treatment of JoAnn Riley, and allowed for the continuation of a hostile work environment.

7. Defendant Andrew Walsh, at all times relevant was a member of the LSBOE, and in such capacity had supervisory authority over Dr. Kossack and Ms. Riley, and direct responsibility for the terms and conditions of Ms. Riley's employment, including promotions and raises; and, further he knew or should have known of the discrimination being perpetrated by Dr. Kossack on plaintiff, JoAnn Riley. His actions and inaction served to ratify Dr. Kossack's discriminatory treatment of JoAnn Riley, and allowed for the continuation of a hostile work environment.

8. Defendant Lorre Weisman, at all times relevant was a member of the LSBOE, and in such capacity had supervisory authority over Dr. Kossack and Ms. Riley, and direct responsibility for the terms and conditions of Ms. Riley's employment, including promotions and raises; and, further she knew or should have known of the discrimination being perpetrated by Dr. Kossack on plaintiff, JoAnn Riley. Her actions and inaction served to ratify Dr. Kossack's discriminatory treatment of JoAnn Riley, and allowed for the continuation of a hostile work environment.

9. Defendant Dennis Morolda, at all times relevant was a principal, employed by the Little Silver Public Schools, and was a representative of the New Jersey Principals and Supervisors Association ("NJPSA"). In his capacity as a representative of the NJSPA, Dennis Morolda was JoAnn Riley's representative for disciplinary matters, and stood in a position of trust, which required him to operate in good faith in his

representation of Ms. Riley.

FACTS

10. Ms. Riley began working for LSPS in or about August 2012, when she was hired as the Supervisor of Special Services.

11. Prior to beginning her tenure with LSPS, Ms. Riley worked for the Edison Township Public School System.

12. In or about October 1998, Ms. Riley was hired as a Special Education Teacher in English at Edison High School, where she held that position through September 2008.

13. In or about September 2008, Ms. Riley elected to assume the position of NCLB Staff Development Assessment Trainer, where she remained through January 3, 2011.

14. On or about January 3, 2011, Ms. Riley was promoted to Supervisor of Pupil Special Services for the 6th – 12th Grade.

15. During her tenure with Edison, Ms. Riley regularly received positive feedback, and performed her duties in an exemplary fashion.

16. In 2012, Ms. Riley learned of an opening at LSPS that appeared to provide Ms. Riley with an opportunity for career growth and potential advancement. She applied for the position with LSPS.

17. Prior to being hired, Ms. Riley was interviewed twice.

18. On or about July 3, 2012, several people interviewed Ms. Riley. Those interviewers included a principal, Dennis Morolda, who also was the HIB coordinator and union representative; Judith Trefurt; Cathy Balto; Michele Thompson; Kathleen

Mulcahy; Michael Maschi; and a few others.

19. Thereafter, Ms. Riley was interviewed by Carolyn Kossack; Dennis Morolda, principal of Markham Place School; Pamela Albert-Devine, principal of Point Rd. Elementary School; Amy Lerner, the LSPS Business Administrator; and, Michael Maschi, the outgoing Supervisor of Special Services.

20. After two extensive interviews, appropriate reference checks, a proper background check, and consultation with her administrative team, Carolyn Kossack made the decision to recommend to the Little Silver Board of Education (the "LSBOE" or "Board") that they hire JoAnn Riley.

21. The Board followed that recommendation and hired Ms. Riley.

22. With reference to Ms. Riley's qualifications, Dr. Kossack is quoted in the local paper as having said, "I enthusiastically endorse her to the board."

23. Dr. Kossack found Ms. Riley to be qualified for the position to which she was hired.

24. Dr. Kossack hired Ms. Riley with the knowledge that Ms. Riley had never before served as a Director, nor performed the duties and responsibilities of a Director.

25. Prior to her official start date, on or about July 16 and 17, 2012, at Dr. Kossack's request, Ms. Riley attended the Little Silver Public Schools administrative retreat.

26. Shortly after notifying Ms. Riley that she was being hired, Carolyn Kossack engaged in frequent texting with Ms. Riley, most of which were inappropriate, personal and sexual in nature.

27. By way of example, Kossack sent Ms. Riley texts about Kossack's prior

female lovers.

28. Dr. Kossack sent Riley texts about three different female lovers, one of whom was young; another of whom was described as physically beautiful but abusive; and one who was mostly platonic, because of a lack of sexual chemistry.

29. Dr. Kossack told Ms. Riley that she was beautiful, and intimated that they could be friends. Dr. Kossack admitted to Ms. Riley that she was flirting with Ms. Riley.

30. In one of her texts, Dr. Kossack came out to JoAnn Riley as being "gay," and "joked" about converting JoAnn into a lesbian.

31. Dr. Kossack told Ms. Riley not to share the nature and volume of her texts with anyone because Ms. Riley was the only employee with whom she texted with such frequency.

32. Many of the texts were sent at night and on weekends, and had absolutely nothing to do with anything that was remotely work-related.

33. Dr. Kossack invited Ms. Riley to go to the beach with her. Rather than go with Dr. Kossack, Ms. Riley and her friend met Dr. Kossack at the beach.

34. Dr. Kossack regularly and persistently attempted to engage in personal and inappropriate discussions with Ms. Riley. Ms. Riley engaged in these conversations hoping that they were harmless and would abate over time.

35. Despite Dr. Kossack's persistent advances, Ms. Riley maintained her professionalism.

36. The constant and increasing discussions by Dr. Kossack of personal and intimate details caused Ms. Riley an increasing degree of emotional distress.

37. In an effort to relieve some of the pressure she was feeling about Dr.

Kossack's inappropriate advances, Ms. Riley complained to family and friends, and sought advice as to what she should do to combat Dr. Kossack's behavior.

38. Despite the incessant and inappropriate behavior of Dr. Kossack, Ms. Riley continued to perform her duties satisfactorily.

39. As Ms. Riley continued to rebuff Dr. Kossack, their interactions became increasingly strained, and Dr. Kossack became hostile and threatening.

40. On or about October 15, 2012, Ms. Riley confided in her assistant, Judith Trefurt, that she was being harassed by Dr. Kossack.

41. Ms. Riley became concerned with the tone of Dr. Kossack's interaction with her, and sought to gain input from Dr. Kossack that was productive and would help improve her professional development.

42. In or about early November 2012, Ms. Riley sought a meeting with Dr. Kossack to discuss their professional interaction and to get feedback on her performance. After several requests, Dr. Kossack scheduled a meeting for November 27, 2012.

43. On or about November 27, 2012, Ms. Riley met with Dr. Kossack, and Ms. Riley's union representative, Dennis Morolda. Rather than discuss issues that might help Ms. Riley improve her performance, Dr. Kossack discussed her perceived deficiencies with Ms. Riley's performance, and terminated Ms. Riley's employment.

44. Dennis Morolda attended the meeting, purportedly on behalf of Ms. Riley, and he had a duty to represent the interests of Plaintiff JoAnn Riley.

45. Dennis Morolda had a duty to act in good faith in his representation of Plaintiff JoAnn Riley.

46. Dennis Morolda had a contractual relationship with JoAnn Riley, who

paid dues to the NJPSA for its duty to represent her interests.

47. Rather than represent the interests of JoAnn Riley, in his capacity as a representative of NJPSA, and in his individual capacity, Dennis Morolda, acted in concert with Carolyn Kossack to harass JoAnn Riley, and otherwise create a hostile work environment.

48. Specifically, while purportedly representing JoAnn Riley, Dennis Morolda sent text messages to Carolyn Kossack disparaging JoAnn Riley.

49. Morolda sent those text messages while sitting next to JoAnn Riley at a workshop.

50. Morolda and Carolyn Kossack "joked" inappropriately about Ms. Riley's serious medical condition, remarking that each of them was trying to be more "inappropriate" than the other about Ms. Riley and her medical condition.

51. Upon information and belief, Morolda and Kossack made other disparaging comments about Ms. Riley to others, and disclosed her protected medical information to employees of the LSPS, and others, in an effort to humiliate and ostracize Ms. Riley.

52. Morolda made these disparaging comments at a time when he had a duty to protect the interests of Ms. Riley, rather than engage in a backbiting effort to undermine her career with the LSPS.

53. Prior to her meeting with Dr. Kossack, Ms. Riley received no notice that she was in danger of being terminated. Nonetheless, immediately prior to her termination meeting with Dr. Kossack, Ms. Riley advised Dennis Morolda of the inappropriate texts she had been receiving from Dr. Kossack.

54. Even though he had regularly engaged in communications with Dr. Kossack that was disparaging to Ms. Riley, Dennis Morolda refused to remove himself from Ms. Riley's representation, and failed to disclose to Ms. Riley or others that he had communications and interests that were adverse to Ms. Riley.

55. After attending the termination meeting between Dr. Kossack and JoAnn Riley, under the guise of representing Ms. Riley on behalf of the NJPSA, Dennis Morolda had further conversations with Dr. Kossack supporting her efforts to terminate the employment of Ms. Riley.

56. At other times, while purportedly representing the interests of JoAnn Riley, Dennis Morolda forfeited his duty and obligation to protect Ms. Riley, and instead lobbied Dr. Kossack for a better job, when and if she left Little Silver.

57. The actions taken by Dennis Morolda against Ms. Riley were done in bad faith, and violated his duty of good faith and fair dealing in his representation of Ms. Riley.

58. While smiling in JoAnn Riley's face, and gaining her trust and confidence as her union representative and co-worker, he was secretly operating behind her back to help Dr. Kossack disparage, demean, and destroy JoAnn Riley. His actions and inaction aided and abetted the discrimination of JoAnn Riley, contributed to a hostile work environment, and assisted in leading to the discriminatory termination of JoAnn Riley's employment.

59. Prior to terminating Ms. Riley's employment, Dr. Kossack did not employ the usual and customary process to address perceived deficiencies.

60. The LSBOE had not held a formal meeting to discuss the termination of

Ms. Riley's employment prior to the November 27th meeting.

61. A board meeting was scheduled on November 27, 2012 to be held on November 29, 2012 to discuss the termination of Ms. Riley's employment. The meeting was scheduled for 5:30 p.m. rather than its usual time of 7:30 p.m.

62. Ms. Riley followed the proper procedure and asked that the discussion of her employment be held in open session.

63. The Board failed to comply with Ms. Riley's request and did not discuss her employment in open session.

64. The following board members followed the recommendation of Dr. Kossack and voted to terminate Ms. Riley's employment: Kevin Brennan, Christian Smith, Meggan Bateman, Michael Grant, Andrew Walsh and Lorre Weisman.

65. The Board members, who voted to terminate Ms. Riley's employment, knew or should have known that Dr. Kossack's recommendation to terminate Ms. Riley's employment was motivated by improper discriminatory reasons.

66. The Board members who voted to terminate Ms. Riley's employment, knew or should have known that Ms. Riley performed her duties satisfactorily, and should not have had her employment terminated.

67. Plaintiff JoAnn Riley received disparate and discriminatory treatment at the hands of Dr. Kossack, the Board and LSPS, because she did not accede to the inappropriate sexual advances of Carolyn Kossack.

68. As a result of the foregoing, Ms. Riley has incurred physical and emotional injuries, including but not limited to, insomnia, depression, anxiety, headaches, chest pains and high blood pressure.

69. Since the termination of her employment, upon information and belief, Dr. Kossack and others have improperly interfered with Ms. Riley's opportunity to become re-employed, by negligently providing false, harmful and incomplete information regarding the reasons for the termination of Ms. Riley's employment.

70. Dr. Kossack and others knew or should have known that the information they provided to others about Ms. Riley was false, and they failed to take appropriate steps to confirm the veracity or lack thereof of their statements.

71. As a result of the false information provided about Ms. Riley, she lost job opportunities and was damaged thereby.

FIRST COUNT

Violation of Law Against Discrimination

72. Plaintiff incorporates the allegations set forth in paragraphs 1 through 71, as if fully set forth herein.

73. As a result of her protected status as a Female, and for engaging in statutorily protected activity, Ms. Riley has been unlawfully discriminated against, and has been subject to unlawful retaliation and reprisals by Defendants, including but not limited to, a hostile work environment, sexual harassment and termination of employment, in violation of New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1 to 42.

74. Defendant Little Silver Public Schools is directly and vicariously liable for the actions of its agents and employees.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, and in their individual and official capacities, awarding her:

A. Equitable damages, including but not limited to, reinstatement, back pay, lost wages, interest, and other benefits of employment, based upon Defendants' unlawful conduct;

B. Compensatory damages, including but not limited to, all damages for pain and suffering and other losses resulting from Defendants' unlawful actions;

C. Punitive damages for Defendants' extreme and outrageous conduct toward Ms. Riley;

D. Costs of suit, including reasonable attorneys' fees;

E. Injunctive relief, enjoining Defendants from subjecting Ms. Riley to further discrimination and retaliation and other unlawful conduct under New Jersey's Law Against Discrimination, and enjoining Dr. Kossack from engaging in any quid-pro-quo sexual harassment; and

F. Such other relief deemed by the Court to be equitable and just, as provided by law.

SECOND COUNT

Terms and Conditions of Employment Violation of Law Against Discrimination

75. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 74, as if fully set forth herein.

76. Defendants, based on the allegations set forth above, have subjected Ms. Riley to unlawful discrimination on the basis of her Gender, and heterosexual orientation, including disparate treatment, which discriminatory conduct was sufficiently severe or pervasive so as to alter the conditions of Ms. Riley's employment and created a hostile,

abusive and offensive working environment in violation of New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1 to 42.

77. Defendants are directly and vicariously liable for their hostile work environment harassment against Ms. Riley, and the unlawful termination of her employment in violation of the LAD.

WHEREFORE, Plaintiff JoAnn Riley demands judgment against Defendants, jointly and severally, awarding her:

A. Equitable damages and money damages, including but not limited to, reinstatement, back pay, lost wages, interest, and other benefits of employment, based upon Defendants' unlawful conduct;

B. Compensatory damages, including but not limited to, all damages for pain and suffering and other losses resulting from Defendants' unlawful actions;

C. Punitive damages for Defendants' extreme and outrageous conduct toward JoAnn Riley;

D. Costs of suit, including reasonable attorneys' fees;

E. Injunctive relief, enjoining Defendants from subjecting Ms. Riley to further discrimination and retaliation and other unlawful conduct under New Jersey's Law Against Discrimination, and enjoining Dr. Kossack from engaging in any quid-pro-quo sexual harassment; and

F. Such other relief deemed by the Court to be equitable and just, as provided by law.

THIRD COUNT

Aiding, Abetting, Inciting, Compelling and/or Coercing in Violation of New Jersey's Law Against Discrimination

78. Plaintiff JoAnn Riley incorporates the allegations set forth in Paragraphs 1 through 77, as if fully set forth herein.

79. Defendants, Carolyn Kossack, Dennis Morolda, Kevin Brennan, Meggan Bateman, Stephanie Brannagan, Andrew Walsh, and Lorre Weisman, based on the allegations set forth above, aided, abetted, incited, compelled, and/or coerced the doing of acts forbidden under the Law Against Discrimination, in violation of, among other things, N.J.S.A. 10:5-12(e), et seq.

80. Defendant Little Silver Public Schools is directly and vicariously liable for the actions of its agents and employees.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly and severally and in their official and individual capacities, awarding her:

A. Equitable damages and money damages, including but not limited to, reinstatement, back pay, lost wages, interest, and other benefits of employment, based upon Defendants' unlawful conduct;

B. Compensatory damages, including but not limited to all damages for pain and suffering and other losses resulting from Defendants' unlawful actions;

C. Punitive damages for Defendants' extreme and outrageous conduct towards JoAnn Riley;

D. All costs of suit, including reasonable attorneys' fees;

E. Any and all such other relief deemed by the Court to be equitable and just,

as provided by law.

FOURTH COUNT

Tortious Interference with Prospective Economic Advantage

81. Plaintiff JoAnn Riley incorporates the allegations set forth in Paragraphs 1 through 80, as if fully set forth herein.

82. Defendants, Carolyn Kossack, Kevin Brennan, Meggan Bateman, Stephanie Brannagan, Andrew Walsh and Lorre Weisman, knew or should have known that plaintiff, JoAnn Riley, would seek to contract for employment elsewhere.

83. After having her employment terminated by defendants, JoAnn Riley sought employment elsewhere. Ms. Riley was qualified for the positions to which she applied.

84. After the prospective employers conducted a reference check with defendants, Ms. Riley was turned down for the jobs to which she applied.

85. The defendants, or their agents, upon information and belief, intentionally and/or maliciously, interfered with Ms. Riley's attempts to secure employment after defendants terminated her employment.

86. Upon information and belief, defendants and/or their agents provided false information to prospective employers with the intent to deprive Ms. Riley of an opportunity for economic gain.

87. Defendant Little Silver Public Schools is directly and vicariously liable for the actions of its agents and employees.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly and

severally and in their official and individual capacities, awarding her:

A. Equitable damages and money damages, including but not limited to, reinstatement, back pay, lost wages, interest, and other benefits of employment, based upon Defendants' unlawful conduct;

B. Compensatory damages, including but not limited to all damages for pain and suffering and other losses resulting from Defendants' unlawful actions;

C. Punitive damages for Defendants' extreme and outrageous conduct towards JoAnn Riley;

D. All costs of suit, including reasonable attorneys' fees;

E. Any and all such other relief deemed by the Court to be equitable and just, as provided by law.

FIFTH COUNT

Defamation

88. Plaintiff JoAnn Riley incorporates the allegations set forth in Paragraphs 1 through 87, as if fully set forth herein.

89. Upon information and belief, in response to reference inquiries, and otherwise, Defendant, Carolyn Kossack, communicated to a person other than Ms. Riley a false and defamatory statement of fact concerning Ms. Riley.

90. Upon information and belief, Dr. Kossack did so with actual knowledge that the statement was false or with reckless disregard of its truth or falsity.

91. Upon information and belief, Dennis Morolda communicated false and defamatory statements about Ms. Riley. He stated that Ms. Riley was incompetent and

otherwise unqualified for her position with the Little Silver Public Schools.

92. Upon information and belief, Dennis Morolda made those statements with actual knowledge of their falsity, or with reckless disregard of its truth or falsity.

93. As a result of the false statements by Dr. Kossack and Dennis Morolda, Ms. Riley incurred damages.

94. Defendant Little Silver Public Schools is directly and vicariously liable for the actions of its agents and employees.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly and severally and in their official and individual capacities, awarding her:

A. Equitable damages and money damages, including but not limited to lost wages, interest, and other benefits of employment, based upon Defendants' unlawful conduct, and an order compelling Defendant to cease her defamatory conduct;

B. Compensatory damages, including but not limited to all damages for pain and suffering and other losses resulting from Defendants' unlawful actions;

C. Punitive damages for Defendants' extreme and outrageous conduct towards JoAnn Riley;

D. All costs of suit, including reasonable attorneys' fees;

E. Any and all such other relief deemed by the Court to be equitable and just, as provided by law.

SIXTH COUNT

Negligent Supervision and Retention

95. Plaintiff JoAnn Riley incorporates the allegations set forth in Paragraphs 1 through 94, as if fully set forth herein.

96. Defendants, Little Silver Public Schools, Kevin Brennan, Meggan Bateman, Stephanie Brannagan, Andrew Walsh, and Lorre Weisman, were negligent in the manner in which they supervised and retained Carolyn Kossack.

97. As a result of the negligent supervision and negligent retention of Carolyn Kossack, Plaintiff JoAnn Riley was harmed emotionally and economically.

98. Defendant Little Silver Public Schools is directly and vicariously liable for the actions of its agents and employees.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly and severally and in their official and individual capacities, awarding her:

A. Equitable damages and money damages, including but not limited to, reinstatement, back pay, lost wages, interest, and other benefits of employment, based upon Defendants' unlawful conduct;


B. Compensatory damages, including but not limited to all damages for pain and suffering and other losses resulting from Defendants' unlawful actions;

C. Punitive damages for Defendants' extreme and outrageous conduct towards JoAnn Riley;

D. All costs of suit, including reasonable attorneys' fees;

E. Any and all such other relief deemed by the Court to be equitable and just, as provided by law.

ERIC S. PENNINGTON, P.C.
Attorneys for Plaintiff
JoAnn Riley

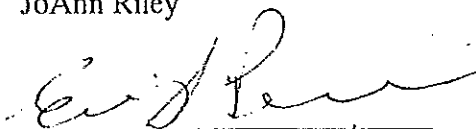

Eric S. Pennington

Dated: August 30, 2013

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, that no other action or arbitration proceeding is contemplated, and further, that there are no other known parties who should be joined herein to the best of our information and belief.

ERIC S. PENNINGTON, P.C.
Attorneys for Plaintiff
JoAnn Riley

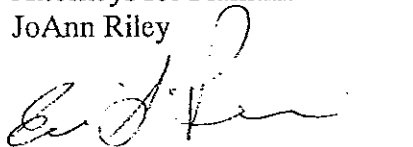

Eric S. Pennington

Dated: August 30, 2013

JURY DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

ERIC S. PENNINGTON, P.C.
Attorneys for Plaintiff
JoAnn Riley


Eric S. Pennington

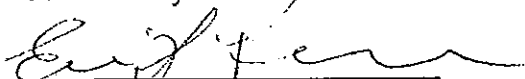
Dated: August 30, 2013

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Eric S. Pennington as trial counsel pursuant to R. 4:25-

4.

ERIC S. PENNINGTON, P.C.
Attorneys for Plaintiff
JoAnn Riley


Eric S. Pennington

Dated: August 30, 2013

GENERAL RELEASE

1. Releasors and Releasees: The Releasor is JoAnn Riley; referred to as "I." Releasee is the Little Silver Public Schools, its agents, servants and employees, Carolyn M. Kossack, Dennis Morolda, New Jersey Schools Insurance Group, and Summit Risk. Releasees are referred to as "You".
2. Release: In exchange for the consideration set forth in Paragraph 3 and 4 below, I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything which has happened up to now, including, but not limited to, all claims which were or could have been brought in the action entitled JoAnn Riley v. Carolyn M. Kossack, Little Silver Public Schools, *et al*, Docket No.: MON-L-1539-13. This release includes, but is not limited to, all claims under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; Section 1981 of the Civil Rights Act of 1866; the Conscientious Employee Protection Act, N.J.S.A. 34:11B-1 et seq.; the Federal Family and Medical Leave Act; the New Jersey Workers Compensation Act, N.J.S.A. 34:15-1, et seq., the Employee Retirement Income Security Act of 1974; 42 USC 1983; N.J.S.A. 10:6-2; Negligence; the U.S. Constitution; the N.J. Constitution; tort law or contract law; any similar statute, regulation, rule or order; any provision of any other law, common or

statutory, of the United States, New Jersey or any other state, county, city or locality; and/or any claims for costs, fees, or other expenses, including attorneys' fees.

3. Terms: I will be paid a total of **Two-Hundred Ninety Thousand Dollars (\$290,000.00)** in full payment for making this Release. Payment shall be made within thirty (30) days of my execution of and return to defense counsel this Release. I agree I will not seek anything further, including any other payment, from You. I shall be solely responsible for the payment of appropriate taxes, liens or encumbrances, including, but not limited to any child support judgments or obligations, on this settlement and shall indemnify and hold You harmless for same. This Release, and the issuance thereof, is supported by, and is in consideration of, the mutual benefits to the Releasor and Releasees obtained from the resolution of these claims.

4. Payment of Liens: All claims and/or liens, past, current and/or future, arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasors and/or their Attorneys, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. We therefore agree, upon prompt presentation of any such claims and/or liens, to defend You against any such claims and/or liens, and to indemnify and hold You harmless against any judgment entered against You based on such claims and/or liens, including the payment of any fines, charges and attorneys'

fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor(s) and their Attorneys agree to pay all costs, interest and attorneys' fees relative to any such lien.

5. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs. Releasor agrees that any fees and costs incurred by any other attorney who may have rendered services to the Releasor related to this lawsuit shall be satisfied out of the payment set forth in Paragraph 3 and Releasor agrees to indemnify, defend and hold Releasees harmless from any and all claims by any attorneys or their agents seeking payment of attorneys' fees and/or costs related to this lawsuit. I am satisfied with the legal services that Eric S. Pennington, P.C. has rendered on my behalf. Any questions that I may have regarding this settlement have been answered to my satisfaction.

6. **Denial of Liability:** Releasees admit no liability and expressly deny the validity of the Releasor's disputed claims, and nothing contained herein may be used or viewed as an admission of liability.

7. **Confidentiality:** In consideration of the payment made in this Release, JoAnn Riley hereby agrees and promises that she will not make, publish, or cause to be made or published, any statements or comments, true, false or otherwise, whether they be oral or written, which in any way refer to this Release and what is contained therein unless required by law.

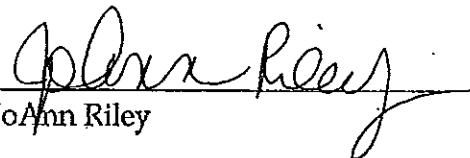
8. **Non-Disparagement:** Neither I nor Carolyn M. Kossack, Dennis Morolda, the Little Silver Public Schools and its Board Members or any of its employees or former employees will disparage one another. Nor shall these parties solicit or make any

comments or statements or the like to others regarding one another that could adversely affect the reputation, image, goodwill, commercial or public interest of a party or which may be considered derogatory or disparaging.

9. Who is Bound: I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for my benefit and all who succeed to my rights and responsibilities.

10. Signatures: I understand and agree to the terms of the Release. By signing this Release, I acknowledge that I have carefully read it, understand it, and am aware that I am giving up important rights. By signing this Release, I acknowledge that I have been provided sufficient opportunity to consult with counsel of my own choosing regarding its terms and regarding the rights that I am relinquishing under it. I sign this Release freely, voluntarily, and with knowledge of the terms of the Release and the rights I am relinquishing.

DATED: 11/16/2015


JoAnn Riley

Subscribed and sworn to
before me on November 16, 2015.

Notary Public


My Commission Expires: 4-1-2016

Smriti Shah
Notary Public
New Jersey
My Commission Expires 4-1-16