

SUPERIOR COURT BERGEN COUNTY  
FILED

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DEPUTY CLERK

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF BERGEN  
FINANCE DIVISION

DOMINICK A. RAO,  
Plaintiff

vs.

FAIR LAWN BOARD OF  
EDUCATION, BRUCE WATSON,  
TROY ROUGHGARDEN,  
YUNEL HENRIQUEZ, CHARLES  
WORKHOVEN, ROGER RYAN,  
JOSEPH SERIANO,  
NATALIE LACATENA,  
JOHN DOES 1-10  
and ABC CORPORATIONS 1-10  
Defendants.

: SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION: BERGEN COUNTY

: DOCKET NO:

L-6016-07

Date Filed	8/10/07
Payment #	5032
CIVIL ACTION	CC MC CG
Amount	200.00
Payor	Mazaway
Balance	1380

COMPLAINT & JURY DEMAND

Plaintiff, Dominick Rao, residing at 4-02 30<sup>th</sup> Street, City of Fair Lawn, County of Bergen, by way of complaint against defendants says:

COUNT ONE (HOSTILE WORK ENVIRONMENT)

1. At all relevant times herein, plaintiff was employed with the defendant Fair Lawn Board of Education.
2. His employment with said defendant was as a custodian.

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3. Plaintiff began working for defendant Board of Education in 2000, at Fair Lawn High School, and is now working at Radburn School, where he started in 2006.
4. On August 19, 2005, plaintiff, while working at Fair Lawn High School was attending a pizza party with the other custodians.
5. Plaintiff was served his pizza by defendant Charles Workhoven. Said defendant served plaintiff his pizza out of a different box than everyone else. Soon after eating his pizza, plaintiff began feeling unusual. As it turned out, he was tripping on LSD, a hallucinogen, which was placed on the pizza in the brown box with the knowledge of all defendants.
6. After this incident, plaintiff began to put all of the pieces to the plot to poison him with LSD together. It all clicked when following the pizza incident, upon plaintiff's return to work, defendant Schmeltz said "How are you still alive." Upon hearing this he realized how extensive the plot to poison him truly was.
7. Plaintiff, since he was always teased and ridiculed by defendants, especially his supervisor, Troy

Roughgarden, kept his lunch box in his car so nobody could mess around with his food.

8. However, Plaintiff now remembers giving his keys to his old best friend, Defendant Yunel Henriquez, as said defendant needed to borrow the car.
9. Plaintiff believes that Defendant Henriquez made a copy of the key, under orders from Roughgarden and Defendant Roger Ryan, and that key was used by defendants to break into his car on multiple occasions and put small amounts of LSD in plaintiff's food.
10. The day of the pizza party was just the culmination of the drugging of plaintiff, with the knowledge and help of all defendants.
11. Plaintiff has been subject to much other hostility in his time working for defendant Fair Lawn Board of Education.
12. For example, plaintiff, in August 2004 was required to get stitches as a result of an assault by his supervisor, Troy Roughgarden. Defendant Tom Sanko knew of said assault and did nothing to punish Roughgarden.
13. Defendant Roughgarden committed a physical assault on plaintiff every August from the time plaintiff began

working at Fair Lawn High School, and culminating with the drugging incident of August 19, 2005.

14. Plaintiff's principal at Radburn School, defendant Natalie Lacatena has also begun to give him poor evaluations stating that his cleaning is poor. This is the first time in his career he has had such negative evaluations. These evaluations are made strictly to harass plaintiff and give defendant a reason to terminate his employment.
15. These instances of harassment, topped off with the drugging of plaintiff, have caused a hostile environment for plaintiff to work in, and have caused him severe and permanent damages as a result.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, costs of suit, and any and all other relief the Court deems just.

**COUNT TWO (CIVIL RICO)**

1. Plaintiff repeats and reiterates all allegations set forth in count one of the complaint.
2. Defendants Roughgarden, Henriquez, Workhoven, Watson, Ryan and Seriano, through their actions in drugging the plaintiff with a CDS, over the course of time, and

culminating with the pizza lacing, violated N.J.S.A. 2C:41-1 et.seq.

3. These defendants, through their actions, showed a pattern of slowly drugging plaintiff. They began by putting small amounts of CDS in plaintiffs lunch over the course of a few months, and then completed the drugging with the pizza lacing on August 19, 2005.
4. These defendants engaged in this pattern of conducts with the intent to permanently and severely injury plaintiff and without plaintiff's knowledge.
5. Therefore, Defendants actions were violative of New Jersey's Civil Rico Act, N.J.S.A. 2C:41-1 et. Seq.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, treble damages, attorney's fees, costs of suit, and any and all other relief the Court deems just.

**COUNT THREE (LAD)**

1. Plaintiff repeats and reiterates all allegations set forth in counts one and two of the complaint.
2. Plaintiff Dominick Rao is a disabled person, suffering from bilateral ocular albinism with resulting visual acuity of 20/200 in each eye at distance and near. As

such, plaintiff is therefore protected under the New Jersey Law Against Discrimination.

3. All of the preceding acts committed against plaintiff were committed to ridicule him because of said disability.

4. This constitutes unlawful discrimination based on his disability.

5. The defendant's actions were violative of New Jersey Law, N.J.S.A. 10:5-1, et seq.

**WHEREFORE**, plaintiff requests judgment against the defendant for:

- (a) back pay;
- (b) front pay;
- (c) lost benefits;
- (d) compensatory damages for humiliation, mental anguish and other pain and suffering;
- (e) punitive damages;
- (f) attorneys fees in accordance with N.J.S.A. 10:5-27.1;
- (g) interest and costs of suit;
- (h) any other such relief as the Court deems equitable and just.

**COUNT FOUR (Breach of Contract)**

1. Plaintiff repeats and reiterates all allegations set forth in Counts one, two and three of the complaint.
2. Plaintiff has an employment contract with defendant Board of Education.
3. Defendant breached said employment contract by failing to provide a safe working environment for plaintiff, in all of the different instances in the above mentioned counts of the complaint.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, costs of suit, and any and all other relief the Court deems just.

**COUNT FIVE (Breach of duty of good faith and fair dealing)**

1. Plaintiff repeats and reiterates all allegations set forth in Counts one, two, three, and four of the complaint.
2. Implied in the above mentioned employment contract, is the duty of good faith and fair dealing on the part of the employer.
3. Defendant Board of Education breached this duty owed to plaintiff by failing to take the appropriate steps to assure that plaintiff would not be subjected to such hostility and ridicule in the workplace.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, costs of suit, and any and all other relief the Court deems just.

**COUNT SIX(Assault and Battery)**

1. Plaintiff repeats and reiterates all allegations set forth in Counts one, two, three, four and five of the complaint.
2. The aforementioned drugging of plaintiff by defendants was done intentionally and without the consent of plaintiff.
3. Said drugging of plaintiff was therefore an assault and battery.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, costs of suit, and any and all other relief that the Court deems just.

**COUNT SEVEN**

1. Plaintiff repeats and reiterates all allegations set forth in Counts one, two, three, four, five and six of the complaint.
2. At all times herein mentioned JOHN DOE 1-10 (said names being fictitious) committed assault and battery,

created a hostile work environment, breached plaintiff's employment contract and the implied duty of good faith and fair dealing, violated the Civil RICO statute N.J.S.A. 2C:41-1 and discriminated against plaintiff in violation of N.J.S.A.10:5-1.

3. By reason of the above mentioned claims against the Defendants, the Plaintiff Dominick Rao was caused to suffer and sustain severe, permanent, and painful personal injuries, with accompanying pain, suffering, and mental anguish, all of which continue to prevent him from living his normal life to his great loss and detriment. Plaintiff was compelled to expend sums of money for medical care and attention, lost time from work, lost wages, and Plaintiff was otherwise incapacitated in other aspects of life.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, costs of suit, and any and all other relief that the Court deems just.

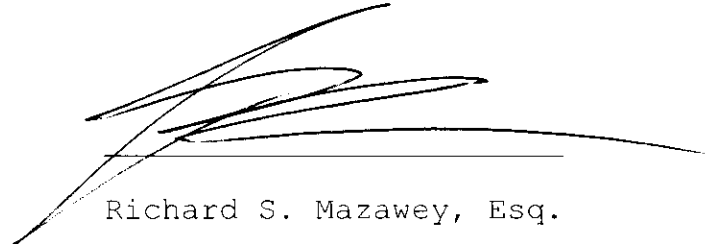
#### **COUNT EIGHT**

1. Plaintiff repeats and reiterates all allegations set forth in Counts one, two, three, four, five six and seven of the complaint.

2. At all times herein mentioned JOHN DOE 1-10 (said names being fictitious) committed assault and battery, created a hostile work environment, breached plaintiff's employment contract and the implied duty of good faith and fair dealing, violated the Civil RICO statute N.J.S.A. 2C:41-1 and discriminated against plaintiff in violation of N.J.S.A.10:5-1.
3. By reason of the above mentioned claims against the Defendants, the Plaintiff Dominick Rao was caused to suffer and sustain severe, permanent, and painful personal injuries, with accompanying pain, suffering, and mental anguish, all of which continue to prevent him from living his normal life to his great loss and detriment. Plaintiff was compelled to expend sums of money for medical care and attention, lost time from work, lost wages, and Plaintiff was otherwise incapacitated in other aspects of life.

**WHEREFORE**, plaintiff demands judgment against defendants for damages, costs of suit, and any and all other relief that the Court deems just.

Dated: August 10, 2007



Richard S. Mazawey, Esq.