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| KRISTIN PASCULLI, <p style="text-align: center;">Plaintiff</p> v. HOBOKEN LITTLE SCHOOL LLC, ANTHONY PASCULLI, JOSEPH PASCULLI, and ANTHONY P. PASCULLI <p style="text-align: center;">Defendants.</p> | SUPERIOR COURT OF NEW JERSEY LAW DIVISION- HUDSON COUNTY Docket No. HUD-L- _____ <p style="text-align: center;">Civil Action</p> <p>COMPLAINT, JURY DEMAND, and DESIGNATION OF TRIAL COUNSEL</p> |
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Plaintiff Kristin Pasculli, residing at The Avalon, 830 Madison Street, Apt. 525, Hoboken, Hudson County, New Jersey 07030, states for her Complaint the following:

NATURE OF THE COMPLAINT

1. This is an action brought to remedy Plaintiff’s wrongful termination in violation of the New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1, *et seq.*, and breach of contract.

THE PARTIES

2. During all times relevant to this Complaint, Defendant Hoboken Little School LLC (“HLS”) was a limited liability company formed on or about February 14, 2011, under the laws of the State of New Jersey.
3. During all times relevant to this Complaint, Defendant Anthony Pasculli was an individual residing at 133 Quartz Lane, Paterson, New Jersey 07501, and pursuant to

the Operating Agreement of Hoboken Little School LLC, was a was a thirty-three and one-third percent (33 1/3 %) owner of HLS and has served as the Managing Member.

4. During all times relevant to this Complaint, Defendant Joseph Pasculli was an individual residing at 43 Caimbridge Drive, Aberdeen, New Jersey 07747, and pursuant to the Operating Agreement of Hoboken Little School LLC, was a was a thirty-three and one-third percent (33 1/3 %) owner of HLS.
5. During all times relevant to this Complaint, Defendant Anthony P. Pasculli, was an individual residing at 1 Avenue at Port Imperial, Apt. 1206, West New York, New Jersey 07093, and pursuant to the Operating Agreement of Hoboken Little School LLC, was a was a thirty-three and one-third percent (33 1/3 %) owner of HLS.
6. During all times relevant to this Complaint, Defendant Anthony Pasculli was the father of Defendants Joseph Pasculli and Anthony P. Pasculli.
7. Defendants Anthony Pasculli, Joseph Pasculli and Anthony P. Pasculli shall hereinafter be collectively referred to as the "Owners."
8. Plaintiff was married to Defendant Anthony P. Pasculli with their divorce becoming final on or about January 11, 2023.

VENUE

9. Pursuant to Rule 4:3-2(b), venue is proper in Hudson County because the Defendants conducts business in Hudson County and the acts of marital status discrimination in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* ("LAD") complained of all occurred in Hudson County.

FACTS COMMON TO ALL COUNTS

10. In or around 2007, Plaintiff was hired by Hoboken Children's Academy (the "Academy") to open their childcare center and serve as Director. After approximately three (3) successful years as Director of the Academy, her employers put Plaintiff in charge of opening a second location.
11. In or around February of 2011, Plaintiff decided that she wanted to open her own childcare center and her husband, Defendant Anthony P. Pasculli, was supportive.
12. In order to fulfill her dreams of opening her own childcare center, Plaintiff and her husband, Defendant Anthony P. Pasculli, approached her in-laws for help with financing. Despite not being initially interested, Plaintiff's father-in-law, Defendant Anthony Pasculli, eventually approached his two (2) sons with a proposed business agreement (See Exhibit A) and agreed to provide financing through a loan.
13. During all times relevant to this Complaint, Defendant HLS was formed to operate a Day Care Center and Pre-K Educational Program located at 1 Newark Street, Hoboken, New Jersey 07030.
14. During all times relevant to this Complaint, Defendant HLS's registered agent's name and address has been Anthony Pasculli, 133 Quartz Lane, Paterson, New Jersey 07501.
15. Plaintiff was the only family member who had any experience in working at a childcare facility and who was qualified to serve as Director of HLS.
16. To get the business running, Plaintiff was solely responsible for ensuring the childcare center was in full compliance with N.J.A.C. 3A:52 and secured licensing through the State of New Jersey Department of Children and Families. Plaintiff was also solely

responsible for, among other things, hiring and training employees, creating operating manuals, and interviewing and touring prospective families.

17. The Operating Agreement further provided, in relevant part, “Kristin Pasculli **shall** serve as the Director of the school...” (emphasis added) (See **Exhibit A**, Article IV, §4.3).
18. Plaintiff was advised by Defendants that she would be the Director of HLS, running the day-to-day operations, and would not be removed from this position.
19. The Operating Agreement, coupled with the promises made to Plaintiff, formed a binding employment agreement.
20. During all times relevant to this Complaint, pursuant to the Operating Agreement of Hoboken Little School LLC, Plaintiff served as the Director of HLS and handled the school’s daily operations. (See **Exhibit A**, Article IV, §§ 4.1 and 4.3).
21. HLS opened its doors for business on June 1, 2011.
22. As a result of Plaintiff’s hard work in both establishing and running the business, they quickly paid off the loan from Defendant Anthony Pasculli, the Owners regularly received monthly profit checks of \$10,000 to \$15,000, and Plaintiff expanded the business twice in the first two (2) years.
23. Plaintiff worked long hours, was available 24/7 to employees and parents, and was on-site daily.
24. The Owners further benefitted from Plaintiff’s hard work and success when, in addition to receiving profit checks, the business purchased two (2) vehicles for Plaintiff and her sister-in-law Jamie Pasculli and paid the car insurance premiums. In addition, the business paid for cell phones for the Owners, their spouses, and their children.

25. In addition to the profit checks, the business also reimbursed Plaintiff and her husband for health insurance costs (in the amount of \$1,000 per month) and paid Plaintiff's monthly student loan bill.
26. Due to Plaintiff's hard work continued success, the business thrived.
27. When COVID-19 hit in or around March of 2020, despite HLS being closed for three (3) months, Plaintiff solely handled all of the COVID-19 issues; ran Zoom classes; implemented and ensured HLS followed all protocols issued by the CDC, New Jersey Department of Health, and Hoboken Department of Health; implemented new policies and procedures; and kept parents up-to-date.
28. Due to Plaintiff's efforts with regard to COVID-19, HLS reopened successfully and safely in July of 2020.
29. After HLS reopened its doors, Plaintiff, among other things, continued to work tirelessly to prevent and manage COVID-19 outbreaks, dealt with staffing issues due to COVID-19, and ensured that HLS operations ran smoothly, all while homeschooling her son.
30. Despite the challenges of COVID-19, including, but not limited to, parents working from home without the need for childcare, Plaintiff kept the business open and running.
31. However, on or about July 1, 2022, Plaintiff served Defendant Anthony P. Pasculli with divorce papers.
32. On or about July 3, 2022, while visiting Plaintiff's home, Defendant Anthony Pasculli stated that there would be "repercussions" for her filing for divorce.
33. Shortly thereafter, Defendant Anthony Pasculli advised Defendant Anthony P. Pasculli that he wanted Plaintiff removed from the business.

34. Within a few weeks, Plaintiff was no longer consulted about the business and was stripped of her ability to make decisions regarding HLS.
35. At the end of July of 2022, Plaintiff and her son moved out of the marital home and moved to Hoboken, New Jersey to be closer to HLS.
36. On or about October 31, 2022, Defendant Anthony P. Pasculli called Plaintiff to inform her that an HLS employee advised him that Plaintiff had been terminated.
37. Plaintiff was shocked by her termination as she had not received any notice whatsoever.
38. Plaintiff finally received notice of her termination via correspondence she received on or about November 7, 2022. (See Exhibit B). The termination letter dated October 27, 2022, was signed by Defendant Anthony Pasculli and Defendant Joseph Pasculli.
39. Plaintiff was terminated from her employment as a result of her filing papers to divorce Defendant Anthony P. Pasculli and her change in marital status (divorcing).
40. Plaintiff's termination was unrelated to her job performance in her position as Director of HLS.
41. Defendants terminated Plaintiff in retaliation for her filing for divorce from Defendant Anthony P. Pasculli.
42. Defendants would not have terminated Plaintiff had she not filed for divorce.
43. Plaintiff's termination was a breach of contract, specifically a breach of the Operating Agreement and oral promises which require that Plaintiff serve as Director of HLS. (See Exhibit A, Article IV, §4.3).

COUNT I

NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et seq.
MARITAL STATUS DISCRIMINATION

44. Plaintiff repeats and realleges each of the prior allegations of the within Complaint as if set forth at length herein.
45. The NJLAD, N.J.S.A. 10:5-3, provides, in relevant part:

The Legislature finds and declares that practices of discrimination against any of its inhabitants, because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, **marital status**, familial status, liability for service in the Armed Forces of the United States, disability or nationality, are matters of concern to the government of the State, and that such discrimination threatens not only the rights and proper privileges of the inhabitants of the State but menaces the institutions and foundation of a free democratic State; provided, however, that nothing in this expression of policy prevents the making of legitimate distinctions between citizens and aliens when required by federal law or otherwise necessary to promote the national interest.

(Emphasis added).

46. The NJLAD, N.J.S.A. 10:5-12(a) states, in relevant part, that it shall be an unlawful employment practice, or, as the case may be, an unlawful discrimination:

a. For an employer, because of the race, creed, color, national origin, ancestry, age, **marital status**, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, to refuse to hire or employ or **to bar or to discharge** or require to retire, unless justified by lawful considerations other than age, from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment...

(Emphasis added).

47. Plaintiff is in a protected class based upon her marital status as individual who was in the process of obtaining a divorce. Plaintiff's divorce was finalized on or about January 11, 2023.
48. Plaintiff was terminated from her employment as a result of her filing papers to divorce Defendant Anthony P. Pasculli and change in her marital status (divorcing).
49. During all times relevant to this Complaint, Plaintiff was qualified to perform the essential functions of her job as Director of HLS.
50. Plaintiff's termination was unrelated to her job performance in her position as Director of HLS.
51. Defendants took adverse employment action against Plaintiff that would not have occurred but for her having filed for divorce and seeking a change in her marital status.
52. Defendants' actions or omissions were the cause of Plaintiff's harm and Defendants' acts and omissions were actuated by actual malice or accompanied by a wanton and willful disregard of the fact that Plaintiff would be harmed by those actions and omissions.
53. The conduct complained of was egregious, willful, wanton, and in reckless disregard for Plaintiff's rights for which punitive damages are appropriate.
54. As a direct and proximate result of Defendants' violations of the NJLAD, Plaintiff has suffered emotional distress, economic loss, and other compensatory damages.

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

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

COUNT II

BREACH OF CONTRACT

55. Plaintiff repeats and realleges each of the prior allegations of the within Complaint as if set forth at length herein.
56. During all times relevant to this Complaint, the Operating Agreement was a contractual agreement which provided, in relevant part, “Kristin Pasculli **shall** serve as the Director of the school...” (emphasis added) (See Exhibit A, Article IV, §4.3).
57. Defendants promised Plaintiff that she would be the Director of HLS, running the day-to-day operations, and would not be removed from this position.
58. The Operating Agreement, coupled with the promises made to Plaintiff, formed a binding employment agreement.
59. During all times relevant to this Complaint, Plaintiff had a binding agreement with Defendants to serve as the Director of HLS.
60. In addition to having been solely responsible for getting the business up and running and securing licensing through the State, Plaintiff faithfully served as Director of HLS from in or around 2011 until the day she was wrongfully terminated without cause.
61. Plaintiff, along with her husband, also contributed monies toward starting the business and paying off the initial loan.
62. Defendants and their spouses profitted from Plaintiff’s hard work and success by receiving profits from the business and amenities such as automobiles, health insurance, and cell phones.
63. Defendants breached the contract by terminating Plaintiff’s employment without cause and based solely upon her marital status.

64. During all times relevant to this Complaint, Plaintiff was and is ready willing and able to continue performing her end of the bargain by serving as Director of HLS.
65. As a direct and proximate result of Defendants' breach of contract, Plaintiff has suffered and will continue to suffer damages, emotional distress, economic loss, and other compensatory damages.

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

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

Respectfully submitted,

ALOIA LAW FIRM LLC

*Attorneys for Plaintiff
Kristin Pasculli*

By: *s/Brian J. Aloia*
Brian J. Aloia, Esq.
Member of the Firm

Dated: February 28, 2023

JURY DEMAND

Plaintiff demands trial by jury with respect to all issues that are so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, attorney, Brian J. Aloia, Esq., is hereby designated as trial counsel.

CERTIFICATION

Pursuant to Rule 4:5-1, I certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

ALOIA LAW FIRM LLC

Attorneys for Plaintiff
Kristin Pasculli

By: *s/Brian J. Aloia*
Brian J. Aloia, Esq.
Member of the Firm

Dated: February 28, 2023

EXHIBIT A

OPERATING AGREEMENT

HOBOKEN LITTLE SCHOOL LLC

This Operating Agreement ("Agreement") is by and between Anthony Pasculli, who resides at 133 Quartz Lane, Paterson, New Jersey 07501, Anthony P. Pasculli, who resides at 1000 Jefferson Street, Hoboken, New Jersey 07030 and Joseph Pasculli, who resides at 43 Cambridge Drive, Aberdeen, New Jersey 07747, who are collectively referred to in this Operating Agreement as "Members".

This Agreement represents the entire understanding and agreement between the Members and supersedes any prior understanding, written or otherwise, between the Members with respect to the subject matter hereof.

WHEREAS, on February 14, 2011, a Certificate of Formation, Limited Liability Company was filed with the New Jersey Department of the Treasury, Division of Revenue, thereby forming a limited liability company under the laws of the State of New Jersey under the name HOBOKEN LITTLE SCHOOL LLC (the "LLC"); and

WHEREAS, the Members desire to set forth their respective rights and obligations with respect to the LLC; and

NOW THEREFORE, in consideration of the promises and mutual covenants stated herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

ARTICLE I - DEFINITIONS

For the purpose of this Agreement the following terms have the following meanings:

- 1.1 "Accountants" means the firm of independent certified public accountants designated by the Manager from time to time to serve as the accountants for the LLC.
- 1.2 "Act" means the New Jersey Limited Liability Company Act.
- 1.3 "Affiliate" means any Person who has a financial, equitable or familial interest in or with a Member, or with whom a Member has a financial, equitable or familial relationship.
- 1.4 "Agreement" means this Operating Agreement.
- 1.5 "Bankruptcy" is deemed to have occurred as to a person when (i) such Person will have filed a bankruptcy petition under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or under any other applicable federal or state bankruptcy laws, as now constituted or hereafter amended or replaced, or under any other applicable federal or state

bankruptcy or insolvency law, or (ii) a decree or order for relief under any of such laws will have been entered by any court having jurisdiction in the premises in respect of such Person, or a receiver, liquidator, assignee, custodian, trustee or similar official shall have been appointed for such Person or any substantial part of such Person's property, or the winding-up or liquidation of such Person's affairs will have been ordered, in connection with the foregoing provisions of this clause (iii) either such Person will have been applied for or consented to such decree, order or appointment or such decree, order or appointment will have been continued, without stay and in effect for a period of 90 days (whether or not consecutive), or (iv) such Persons will have made an assignment for the benefit of creditors, or (v) such Person will have generally admitted in writing the inability to pay its, his or their debt as such debts become due.

1.6 "Capital Account" has the meaning provided in Section 6.6.

1.7 "Code" means the Internal Revenue Code of 1986, as it may be amended or replaced from time to time.

1.8 "Defaulting Member" has the meaning provided in Section 10.4.

1.9 "Effective Date" means the date that the Certificate of Formation for the LLC was accepted for filing by the State of New Jersey.

1.10 "Event of Default" has the meaning provided in Section 10.4.

1.11 "Events of Dissolution" has the meaning provided in Section 10.1.

1.12 "LLC" means the limited liability company formed pursuant to the Certificate of Formation filed with the Secretary of State of the State of New Jersey as set forth above under the name Hoboken Little School LLC or as same was or may be amended and revised and which LLC shall henceforth be governed by the terms of this Agreement.

1.13 "LLC Interest" refers to a Member's entire right, title and interest in the LLC, including a Member's capital account, share in the Profits and Losses and the right to receive distributions of LLC assets, but specifically excludes the right to participate in the management and affairs of the LLC.

1.14 "Manager" or "Managing Member" is defined by the Act. Anthony Pasculli of Paterson is the Managing Member.

1.15 "Percentage Interests" has the meaning set forth in Section 7.1.

1.16 "Person" means any person, firm, corporation, partnership, limited liability company, association, company, trust, estate custodian, nominee or other individual or entity.

1.17 "Profits and Losses" means amounts equal to the corresponding items of income, gain, deductions and losses computed for federal income tax purposes as determined by the Accountants.

1.18 "Regulations" means the final or temporary regulations promulgated by the Treasury Department under the Code and as then in effect.

1.19 "Transfer" means any sale, assignment, hypothecation, mortgage, pledge, encumbrance or other transfer or disposition.

1.20 "Property" means real property including, but not limited to any real property that the LLC owns or acquires.

ARTICLE II - FORMATION

2.1 Formation. The Members have joined together pursuant to this Operating Agreement as a "limited liability company" as of the Effective Date. The Manager has filed or caused to be filed a Certificate of Formation, in accordance with the Act. The LLC shall conduct business as a limited liability company pursuant to the terms of this Agreement and the provisions of all applicable law.

2.2 Name. The business and affairs of the LLC shall be conducted under the name Hoboken Little School LLC and such name or names will be used at all times in connection with the business and affairs of the LLC. The Manager is hereby authorized and directed by the Members to the file with the State of New Jersey a Certificate of Amendment to the Certificate of Formation when necessary to do any other act in furtherance of such purpose.

2.3 Office. The LLC will maintain its principal office at such location as may be designated by the Manager, with the principal offices initially situated at One Newark Street, Hoboken, New Jersey 07030.

2.4 Purpose. The purpose of the LLC will be to carry on any lawful business, purpose or activity as permitted by the Act including, but not limited to, the operation of a day care center/nursery school.

2.5 Other Business. This Agreement does not and will not prohibit any Member from conducting other businesses or activities not related to the businesses conducted by the LLC without accounting to the LLC or the other Members, provided, however, no Member is permitted to conduct business or activities other than as presently conducted which would compete with the business conducted by the LLC, or in any other way take actions which would compete with the LLC.

2.6 Title of Property. All tangible and intangible, real and personal property owned by the LLC will be owned by the LLC as an entity and, insofar as permitted by applicable law, no Member will have any ownership interest in such property for all purposes.

2.7 Term. The term of the LLC will commence on the Effective Date and shall continue until the winding up and liquidation of the LLC in accordance with Section 10.1.

2.8 Registered Agent and Registered Office. The name and address of the LLC's registered agent's name and address in the State of New Jersey is Anthony Pasculli, 133 Quartz Lane, Paterson, New Jersey 07501.

ARTICLE III - CAPITAL CONTRIBUTION

3.1 Initial Contribution. The initial operation funds will be obtained through financing secured by Anthony Pasculli in such amounts as will be determined by Anthony Pasculli, Managing Member. Said loans are anticipated to be secured by real estate owned by Anthony Pasculli at 712 Jefferson Street, Hoboken, New Jersey. All Members agree to execute all documents on behalf of the LLC to facilitate the financing.

3.2 No Other Required Contributions. No Member is or will be required to make any additional capital contributions to the LLC not specifically required by Section 3.1.

3.3 No Interest. No Member will receive interest on any capital contribution at any time made to the LLC or on the balance of his or her respective Capital Accounts.

3.4 Financing. It is the intention of Members for the LLC, from time to time, to obtain or arrange or financing with and from an institutional lender licensed to do business in the State of New Jersey. Such financing will be obtained and arranged for on terms that the Managing Manager determines, in the Manager's reasonable determination, to be acceptable. The LLC will pay the interest and principal payments from 50% of the profits received by the LLC on at least a quarterly basis.

ARTICLE IV - MANAGEMENT AND OPERATIONS

4.1 Management. The LLC will be managed by Anthony Pasculli. Upon the death or disability of the Managing Member, Irene Pasculli will succeed as Managing Member. Irene Pasculli shall serve as successor Managing Member until the initial loan is repaid to Wells Fargo Bank, at which time the successor Managing Member shall be elected by majority vote of the remaining Members. Except for the daily operation of the school which shall be handled by the director, Kristin Pasculli, Anthony Pasculli shall be solely responsible for management of the LLC. All decisions of the director, Kristin Pasculli shall be subject to the approval of Anthony Pasculli.

4.2 Payment of Expenses. Until payment in full of the financing set forth in Article III(i), 50% of the profits shall be applied for payment of the principal and interest of the loan. All daily operating expenses shall be paid from the revenue.

4.3 Employees. Kristin Pasculli shall serve as Director of the school at a maximum annual salary of \$51,000. Jaime Pasculli shall also be employed by the school at a maximum annual salary of \$40,000. Said salaries shall not be increased except by decision of a majority of the Members. Additional employees may be hired by the School Director with consent of the Managing Member upon such terms as to which the Managing Member may agree.

4.4 Other Compensation. No Member will be entitled to any fees, commissions or other compensation from the LLC for any services rendered to or performed for the LLC, except as specifically provided in this Agreement or as approved by a majority of the Members at a special meeting. Notwithstanding the foregoing, the LLC may pay for and provide health insurance to the Managing Member, Anthony Pasculli and his family members he is supporting and to Joseph Pasculli and the family members he is supporting.

4.5 Indemnification. The LLC will indemnify the Manager and the Members for, and shall hold the Manager and the Members harmless from and against, any liability of the Manager or Member to any Person arising or incurred in connection with the good faith discharge of the Manager's or the Members' obligations under this Agreement, except for liability imposed on the Manager or the Members as a result of any fraudulent, criminal, or grossly negligent act or omissions, or breach of this Agreement by the Manager or Member or any of the shareholders, officers, agents, or employees of the Manager or Member.

ARTICLE V - MEMBER'S RIGHTS

5.1 General. Except in his capacity as Manager or except as otherwise specifically provided in writing by the Members, the Members will not act in the name of, or as the representative of, the LLC and will not deal with the LLC's assets in any way, and shall not incur any obligation for which the LLC or the Other Members will or may be liable and, except in the capacity as Manager, no Member will otherwise bind the LLC or the other Members. Any violation of this section by a Member will be deemed to constitute willful misconduct.

5.2 Majority Approval. The Manager will not do any of the following without the affirmative vote of a Majority of the Members at a regular or special meeting: (i) pay fees, commissions or other compensation to a Member; (ii) voluntarily dissolve or wind up the LLC; (iii) sell, assign, transfer, purchase, acquire or otherwise dispose of assets, other than fixtures, equipment and furniture in the ordinary course of the LLC's business; (iv) resign, dissolve or otherwise withdraw from the LLC, except as provided in Section 9.2; (v) adjust, settle or compromise any claim, obligation, debt, demand, suit or judgment in excess of \$1,000 against the LLC; and (vi) commence any litigation seeking damages in excess of \$1,000, or adjust, settle or compromise any such litigation.

5.3 Meetings of Members and Voting by Members. An Annual Meeting of the Members will be scheduled by the Manager. Special Meetings may be called at any time by a Member. All meetings of Members will be held at the LLC's principal place of business or any other place agreeable to the majority of the Members. Any Members may participate in a meeting of the Members by means of a conference telephone or any means of communication by which all persons participating in the meeting are able to hear each other. Not less than ten (10) nor more than forty-five (45) days before each meeting, the Members or Manager calling the meeting will give written notice of the meeting to each. The notice shall state the time, place and purpose(s) of the meeting. At any meeting, the presence in person or by proxy of 51% of the Members will constitute a quorum.

5.4 Action Without a Meeting. If all Members indicate their agreement in writing, in lieu of holding a meeting, the Members may vote or otherwise take any action by a written instrument indicating their vote.

5.5 Voting. Each Member is entitled to vote in an amount equivalent to his or her percentage interest in the LLC as of the date of the vote.

ARTICLE VI - ACCOUNTING AND TAX MATTERS

6.1 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

6.2 Accounting Method. The books and records of the LLC will be maintained on the method of accounting chosen by the Manager and the Treasurer/Bookkeeper and otherwise in accordance with Generally Accepted Accounting Principles consistently applied and will show all items of income and expense. The Manager will maintain full and accurate books and records of the LLC's business. Anthony P. Pasculli shall serve as Treasurer and Bookkeeper and will maintain full and accurate books and records of the LLC's business.

6.3 Reports. The Manager will provide the Members with an annual report of the LLC's operations, which shall include income statement and balance sheet of the LLC for such year, by no later than the end of the month succeeding such year. All such reports provided by the Manager will be at the expense of the LLC. Each Member and his or her respective attorneys, accountants and other advisors, shall have the right at all times during the usual business hours and upon reasonable notice, to examine, review, audit, and make copies of the books and records of the LLC. Each Member will maintain all information relating to the LLC contained in such reports in strict confidence. Each Member making such examination, review, audit, or copying shall bear all of the expenses incurred by such Member, the Manager and the LLC in connection with any such examination, review, audit and copying.

6.4 Tax Status. The Managing Member will confer with the LLC's accountant as to the election of the taxation status of the LLC. The Manager will use all reasonable efforts to cause the Accountant to prepare and make timely filings of all tax returns and statements that the

Accountant determines must be filed on behalf of the LLC with any taxing authority. The Manager will use all the reasonable efforts to provide a copy of such returns and statements to each Member at least thirty (30) days before the due date (computed without regarding to any extensions thereof) and actual filing of such return.

6.5 Tax Matters Member. The Managing Member will be the "tax matters member or partner" for purpose of the Code and will notify the other Members of any audit or other matters of which the Manager is notified or become aware.

6.6 Capital Accounts. An account (a "Capital Account") will be established and maintained for each Member in accordance with Regulations Section 1.704-1(b) of the Code. Accordingly, each Member's Capital Account will be increased by: (i) the amount of money contributed by such Member to the LLC; (ii) the fair market value (as determined by all Members) of services or property contributed by such Member to the LLC (net of the liabilities secured by any such contributed property that the LLC is considered to assume or take subject to under Code Section 752); (iii) allocations to such Member of Profits; and will be decreased by: (i) the amount of money distributed to such Member by the LLC; (ii) the fair market (as determined by all Members) of the property distributed to such Member by the LLC (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752); and (iii) allocations to such Member of Losses.

6.7 Bank Accounts. All funds of the LLC will be deposited in a bank or money market account or accounts opened in the LLC's name. The Manager will determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts and the Persons who will have authority with respect to the accounts and the funds therein.

ARTICLE VII - DISTRIBUTION

7.1 Percentage Interests. Until payment in full of the financing secured by Managing Member, Anthony Pasculli, the Members shall have the following Percentage Interests: Anthony Pasculli - 52%; Anthony P. Pasculli - 24%; Joseph Pasculli - 24%. Upon payment in full of the debt referenced in Section 3.1, the percentage interests shall be modified as follows: Anthony Pasculli - 33 1/3%; Anthony P. Pasculli - 33 1/3% and Joseph Pasculli - 33 1/3%.

7.2 Distributions of Cash Flow. From time to time the Manager will cause the LLC to make distributions to the Members, which distributions will be determined by the Manager with the advice of the Accountant and any such distributions will be made to the Members in equal shares, notwithstanding the respective ownership interests in effect at the time. Notwithstanding the foregoing of this Section 7.2, distributions made upon the termination or dissolution of the LLC will be made in accordance with Section 10.2 of this Agreement.

7.3 Reserves. The Manager may defer distribution referred to in Section 7.2 to establish reserves (the "Reserves") for the payment of LLC expenses, debt payments, capital improvements, replacements, distribution, contingencies and all other purposes all as determined by the Manager.

ARTICLE VIII - ALLOCATIONS

8.1 Allocations. Except as otherwise provided in Section 7.1, all items of Profits and Losses shall be allocated to the Members in proportion to their Percentage Interests.

8.2 Regulatory Allocations. Notwithstanding any other provisions of this Article VIII, the Members understand that, in order to comply with the requirements of Regulations under Code Section 704(b) in certain circumstances, certain allocations of profit and loss which would normally be made pursuant to the Members' Percentage Interests may be made pursuant to said Regulations. The Members will consult with the LLC's Accountant in the event that a circumstance arises which may require an allocation not based upon the Members Percentage Interests.

ARTICLE IX - TRANSFERS OF LLC ECONOMIC INTEREST

9.1 Transfers of LLC Interests. All transfers of a Member's LLC interest including those interests transferred pursuant to a Member's estate plan or in accordance with the laws of intestacy, are restricted to transfers to a Member's spouse or lineal descendants (natural born or adopted children) or trusts for such person or persons:

(A) If a Member has no spouse or lineal descendants, the Member or his estate representative must give written notice to all other Members, and remaining Members shall have fourteen (14) days (the "Option Period") within which to notify the Member or his estate representative of such Members' intention to purchase the pro rata share of the LLC Interest.

(B) Any purported Transfer made in violation of this Section 9.1 is and will be void *ab initio* and is and will be without effect. Any Member who purports to transfer all or any part of his or her LLC Interest in violation of this Section 9.1 will be deemed to be a "Defaulting Member" and will be subject to the provisions of Section 10.4.

9.2 Withdrawals. No Member may resign, dissolve or otherwise withdraw from the LLC unless and until such resignation, dissolution or withdrawal has been approved in writing by a majority of the Members. Any other provisions of this Agreement to the contrary notwithstanding, if a Member resigns, dissolves or otherwise withdraws from the LLC without such approval, such Member will thereafter be deemed to be a "Defaulting Member" and shall be subject to the provisions of Section 10.4.

ARTICLE X - DISSOLUTION

10.1 Events of Dissolution. The LLC shall continue until dissolved upon the earliest to occur of the following events (the "Events of Dissolution"): (i) upon the occurrence of an event set forth in *N.J.S.A. 42:2B-48*, unless all of the remaining Members surviving at the time of such occurrence consent within thirty (30) days of such occurrence to continue the business of the LLC; or (ii) the sale, exchange, or other disposition by the LLC of all or substantially all of the LLC's assets; or (iii) the unanimous agreement of the Members to terminate and dissolve the LLC.

10.2 Liquidating Distributions. Upon an Event of Dissolution, the Manager will take full account of the assets and liabilities of the LLC as of the date of such Event of Dissolution and will proceed with reasonable promptness to liquidate the LLC's assets and terminate its business. The cash proceeds from such liquidation, together with any other net assets of the LLC, will be applied first to the payment of items described in Section 4.2, including all items relating to such liquidation and all reserves that the Manager determines, in his discretion, to be appropriate. Amounts remaining after such payments have been made, will be distributed to the Member in proportion to their respective Percentage Interests.

10.3 Tax Termination. In the event of a termination of the LLC for federal income tax purposes under Section 708 of the Code resulting from the transfer of an interest in the LLC, the LLC will nevertheless remain in full force and effect hereunder and the Capital Accounts will govern the constructive liquidation for federal tax purposes and new Capital Accounts shall be redetermined in accordance with Section 6.6.

10.4 Default. If a Member fails to perform any of his or her obligations under this Agreement or violates any of the terms of this Agreement (an "Event of Default") the other Members will have the right (in addition to all of their other rights and remedies under this Agreement, at law or in equity) to give the Member written notice of such default at any time prior to the curing of such default. Unless the Member cures such default within ten (10) days after receipt of such notice, then the Member will be a "Defaulting Member" hereunder. Notwithstanding the foregoing of this Section 10.4, in the event that a Member violates the terms of this Agreement and such violation constitutes gross negligence or willful misconduct then such Member will immediately be deemed to be a "Defaulting Member" and will not be entitled to receive notice of such default or an opportunity to cure such default. If a Member is a Defaulting Member as that term is defined in Section 10.4 or elsewhere in this Agreement, the other Members may do one or more of the following, at the same or different times, in addition to all of their other rights and remedies: (i) bring any proceeding in the nature of specific performance, injunction or other equitable remedy it being acknowledged by each of the Members that damages at law may be an inadequate remedy for an Event of Default under this Agreement and the Defaulting Member may be compelled to cure such default; (ii) bring any action at law or on behalf of the Members or the LLC, individually or collectively, as may be permitted in order to recover damages and the Defaulting Member shall be liable for all damages

suffered by the LLC and the other Members as a result of such default, including, but not limited to, reasonable attorneys' fees and costs; and (iii) require, by written notice to such other Members of the LLC, that any amount otherwise payable from the LLC to the Defaulting Member will be paid to the other Members or the Manager in an amount equal to the amount (including damages) owing from the Defaulting Member to the other Members, the Manager or to the LLC.

ARTICLE XI - GENERAL

11.1 Notice. Unless otherwise provided in this Agreement, notices shall be deemed given if in writing and either delivered personally (with receipt acknowledged), or by overnight carrier, or mailed certified mail, return receipt requested, postage prepaid, to the Member to whom the notice is to be given at such Member's address as set forth in the preamble to this Agreement or such other address designated by such Member to the managers by notice hereunder.

11.2 Waiver. No consent or waiver, express or implied, by any Member to or any breach or default by any other Member in the performance by any other Member of his or her obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member of the same or any other obligation of such Member hereunder. The failure on the part of a Member to complain of any act or failure to act of any other Member or to declare such other Member in default, irrespective of how long such failure continues, will not constitute a waiver by such Member of such Member's rights hereunder.

11.3 Severability. If any of this Agreement or the Application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law.

11.4 Binding Agreement. This Agreement will inure to the benefit of and be binding upon the Members and their respective heirs, executors, legal representatives, successors and assigns. None of the provisions of this Agreement are intended to be, nor shall the provisions be constructed to be, for the benefit of any third party. Whenever, in this Agreement, a reference to any Member is made, such reference will be deemed to include a reference to the permitted heirs, executors, legal representatives, successors and assigns of such party or Member.

11.5 Additional Remedies. The rights and remedies of any Member hereunder will not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. The respective rights and obligations hereunder will be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor will it, limit or affect any other rights in equity or any rights at law or by statute or otherwise of any party aggrieved as against the other for breach or

threatened breach of any provisions hereof, it being the intention of this Section 11.5 to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder will be enforceable in equity as well as law or otherwise.

11.6 Further Actions. Each of the Members hereby agrees to hereafter execute and deliver such further instruments and do such further acts and things as may be required or appropriate to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof.

11.7 Prohibition Against Partition. Each Member hereby permanently waives and relinquishes any and all rights he or she may have to cause all or any part of any assets of the LLC, to be partitioned, it being the intention of the Members to prohibit any Member from bringing a suit for partition against the other Members, or any of them.

11.8 Use of Certain Terms. The definitions in Article I apply equally to both the singular and the plural; any pronoun will include the corresponding masculine, feminine and neuter; the words "include" and "including" will be deemed to be followed by the phrase "without limitation"; and terms "hereof" and "herein" will refer to the particular agreement or document in which such terms appear. Any terms not defined herein will be accorded their customary definition as used in common parlance.

11.9 Brokers. Each Member represents to the other Members that he or she has had no contacts with any broker that could result in the obligation to pay a commission with respect to the transaction contemplated by this Agreement. Each Member hereby agrees to indemnify and hold harmless the other Members for any claims or damages for such a commission, and all expenses relating thereto.

11.10 Counterparts. This Agreement may be executed in one or more counterparts with each such counterpart deemed to be an original hereof and all of such counterparts deemed to be one and the same Agreement.

11.11 Entire Agreement. This Agreement contains the entire agreement between the Members with respect to the LLC. No variations, modifications, or changes herein nor any waiver of any provisions hereof shall be binding unless set forth in a document duly executed by or on behalf of each of the Members.

11.12 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New Jersey (other than its rules as to conflicts of law to the extent that such rules would result in the application of the laws of some other jurisdiction) and the Members hereby consent to the sole jurisdiction of the Courts of the State of New Jersey.

11.13 Fair Agreement. Each Member acknowledges that this Agreement is the product of extensive negotiations and that this Agreement will not be considered the exclusive product of

any one or more Members and will not be construed for or against any Member. Each Member agrees that this is a fair Agreement and that the Agreement is not the result of any duress or coercion. Each Member has been given the opportunity to consult with such counsel (attorney) and any other professional or person of his or her own choosing and each Member acknowledges that he or she did so consult with an attorney or consultant or that he or she waived said opportunity with full knowledge of the consequences of such waiver.

11.14 Titles. The titles of the paragraphs of this Agreement are inserted only as a matter of convenience and for a reference, and in no way define, limit, or describe the scope of this Agreement or the intent of provisions thereof.

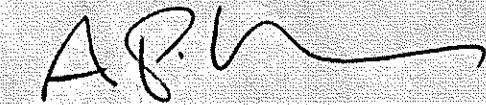
11.15 Ratification. The Members hereby confirm that this Agreement is and was effective as of the Effective Date and that this Agreement memorializes such arrangement and if the form or terms of this Agreement that was agreed to and executed on or about the Effective Date differs with the form of this Agreement, the form and terms of this Agreement is ratified or otherwise approved by the Members as of the Effective Date and the form and terms of this Agreement prevail to the extent that the form and terms of this Agreement are in conflict with the form and terms of any other agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement effective as of the Effective Date.

MEMBERS:


ANTHONY PASCULLI

Dated: 4/22/2011

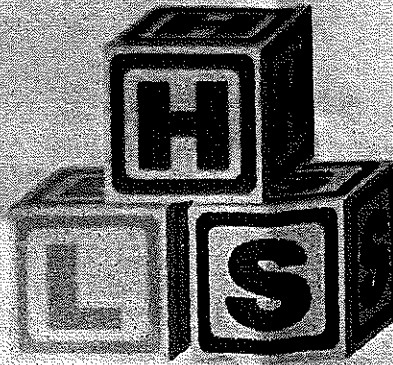

ANTHONY P. PASCULLI

Dated: 4/22/2011


JOSEPH PASCULLI

Dated: 4-21-11

EXHIBIT B



Hoboken Little School
1 Newark Street
Hoboken, NJ 07030

October 27, 2022

Ms. Kristin Pasculli

The Avalon
800 Madison Street
Hoboken, NJ 07030

Re: Letter of Termination

Ms. Kristin Pasculli,

As of October 26, 2022, you are hereby terminated from your position as the Director of Hoboken Little School. Effective October 31, 2022, HLS will no longer assume monetary responsibility for the costs associated with the perks you received as a member of the Management Team; student loan, phone bill, etc. The lease on the 2020 Audi that you currently possess and is the responsibility of Hoboken Little School is scheduled to end on August 31, 2023. Upon return of the leased vehicle, on or before August 31, 2023, any damage, fees or over mileage is your responsibility. HLS will no longer pay for the monthly lease payments for this vehicle, or the insurance coverage on the vehicle after August 31, 2023.

Your last paycheck will be issued on October 28, 2022. Effective immediately, you are not permitted access to the premises without the knowledge and consent from one of the Managing Members listed below.

Respectfully,

Anthony Pasculli

Joseph Pasculli

Two handwritten signatures in black ink are present. The top signature is for Anthony Pasculli and the bottom signature is for Joseph Pasculli. Both signatures are stylized and cursive.