COSTELLO & SILVERMAN, LLC
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LINDSAY A. WANINGER, Plaintiff, vs. MARATHON ENGINEERING & ENVIRONMENTAL SERVICES, INC.; and JOHN DOES 1-5 AND 6-10, Defendants.	SUPERIOR COURT OF NEW JERSEY GLOUCESTER COUNTY – LAW DIVISION CIVIL ACTION DOCKET NO: **COMPLAINT AND JURY DEMAND**

Plaintiff, Lindsay A. Waninger, residing in Manahawkin, New Jersey, by way of Complaint against the Defendants, says:

Preliminary Statement

This matter comes before the Court pursuant to the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 *et seq.* ("LAD"), alleging gender discrimination.

Identification of Parties

1. Plaintiff Lindsay A. Waninger ("Plaintiff") is a resident of the State of New Jersey, and at all times relevant herein, was an employee of the Defendants jointly and severally.

2. Defendant Marathon Engineering & Environmental Services, Inc. ("Marathon Engineering" or "Defendant"), is a New Jersey corporation conducting business in the State of

New Jersey at 3 Killdeer Court, Suite 302, Swedesboro, New Jersey 08085, and at all relevant times herein, was the employer of Plaintiff.

3. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals and/or entities who, on the basis of their direct acts and/or or on the basis of *respondeat superior*, are answerable to the Plaintiff for the acts set forth herein.

4. Marathon Engineering and John Does 1-5 and 6-10, taken collectively, are hereinafter referred to as "Defendants."

5. At all times relevant herein, Defendants were Plaintiff's "employer" within the meaning of the LAD.

General Allegations

6. Plaintiff is a female.

7. Defendants employed Plaintiff as an Environmental Scientist from on or around November 11, 2024, through her unlawful termination on February 3, 2025.

8. At all times relevant herein, Plaintiff satisfactorily performed her job duties and consistently met or exceeded all of Defendants' legitimate expectations.

9. During Plaintiff's employment at Marathon Engineering, there was never any allegation that Plaintiff had inadequately performed any of her job duties.

10. On February 3, 2025, Plaintiff had a video conference with Marathon Engineering's Director of Engineering, Dave Fleming ("Fleming"), Environmental Manager Henry Weigel ("Weigel"), and Administrator, Susan Moore ("Moore").

11. Moore set up Fireflies.ai, an AI-powered assistant, to record and take notes of the meeting.

12. During the meeting, Fleming abruptly terminated Plaintiff's employment, claiming it was not "working out."

13. Following the termination meeting, Plaintiff received an email from Fireflies.ai, with a link to a transcript of the termination meeting, including discussions Fleming, Weigel, and Moore had after Plaintiff left the meeting.

14. During their continued discussion, Fleming stated he, Rick (referring to the President of Marathon Engineering, Rick Riccardi), and Weigel, were talking about finding "what our ideal person looks like," referring to the "ideal person" for Plaintiff's former Environmental Scientist position.

15. Fleming further stated such candidate was "[h]opefully a relatively strapping young man."

16. Defendants' stated reason for terminating Plaintiff was not a legitimate, non-discriminatory reason.

17. A determinative and/or motivating factor in Plaintiff's termination was Plaintiff's gender.

18. As a result of the Defendants' unlawful actions outlined above, Plaintiff has been forced to suffer both economic and emotional harm.

19. Because the actions of Defendants were undertaken by members of Marathon Engineering's upper management, and/or members of Defendants' upper management were willfully indifferent to the same, and because those actions were especially egregious, in whole or in part, punitive damages are warranted against all Defendants.

COUNT I

Gender Discrimination under the LAD

19. Plaintiff hereby repeats and re-alleges all preceding paragraphs as though fully set forth herein.

20. For the reasons set forth above, the Defendants are liable to Plaintiff for sex/gender discrimination under the LAD.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly, severally and in the alternative, together with compensatory damages, non-economic compensatory damages, punitive damages, interest, costs of suit, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement, and any other relief the Court deems equitable and just.

COUNT II

Request for Equitable Relief

21. Plaintiff hereby repeats and re-alleges all preceding paragraphs as though fully set forth herein.

22. Plaintiff requests the following equitable remedies and relief in this matter.

23. Plaintiff requests a declaration by this Court that the practices contested herein violate New Jersey law as set forth herein.

24. Plaintiff requests that this Court order the Defendants to cease and desist all conduct inconsistent with the claims made herein going forward, both as to the specific Plaintiff and as to all other individuals similarly situated.

25. To the extent that Plaintiff was separated from employment and to the extent that the separation is contested herein, Plaintiff requests equitable reinstatement, with equitable back pay and front pay.

26. Plaintiff requests, that in the event that equitable reinstatement and/or equitable back pay and equitable front pay is ordered to the Plaintiff, that all lost wages, benefits, fringe benefits and other remuneration is also equitably restored to the Plaintiff.

27. Plaintiff requests that the Court equitably order the Defendants to pay costs and attorneys' fees along with statutory and required enhancements to said attorneys' fees.

28. Plaintiff requests that the Court order the Defendants to alter their files so as to expunge any reference to which the Court finds violates the statutes implicated herein.

29. Plaintiff requests that the Court do such other equity as is reasonable, appropriate and just.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement, and any other relief the Court deems equitable and just.

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By: ***/s/ Jenelle L. Hubbard***
Jenelle L. Hubbard

Dated: August 12, 2026

DEMAND TO PRESERVE EVIDENCE

1. All Defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to Plaintiff's employment, to Plaintiff's cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

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Jenelle L. Hubbard

JURY DEMAND

Plaintiff hereby demands a trial by jury.

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Jenelle L. Hubbard

RULE 4:5-1 CERTIFICATION

1. I am licensed to practice law in New Jersey and am responsible for the captioned matter.

2. I am aware of no other matter currently filed or pending in any court in any jurisdiction which may affect the parties or matters described herein.

COSTELLO & SILVERMAN, LLC

By: ***/s/ Jenelle L. Hubbard***
Jenelle L. Hubbard

DESIGNATION OF TRIAL COUNSEL

Jenelle L. Hubbard, Esquire, of the law firm of Costello & Silverman, LLC, is hereby-designated trial counsel.

COSTELLO & SILVERMAN, LLC

By: ***/s/ Jenelle L. Hubbard***
Jenelle L. Hubbard