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Attorney for Plaintiff,
Main Road Materials, LLC.

SUPERIOR COURT OF NEW JERSEY
Law Division Gloucester County

MAIN ROAD MATERIALS, LLC.

Plaintiff,

v.

TOWNSHIP OF FRANKLIN
PLANNING BOARD, TOWNSHIP
OF FRANKLIN COMMITTEE,
TOWNSHIP OF FRANKLIN,

Defendants.

Docket No.:

CIVIL ACTION

COMPLAINT IN LIEU OF
PREROGATIVE WRIT

The Plaintiff, MAIN ROAD MATERIALS, LLC., by way of Complaint say:

1. The Plaintiff is Main Road Materials, LLC., is a New Jersey Limited Liability Company in the State of New Jersey whose mailing address is: 578 Erial Road, Sicklerville, New Jersey 08081.
2. The Plaintiff is the contract purchaser of the subject property, identified as: Main-Marshall Mill Road & Tuckahoe Road, Franklin Township, Gloucester County, State of New Jersey, Franklin Township Tax Map Plate # 10, Block # 1001, Lot #73, 143.48 acres (the "Property"). The Property was the subject of application #SP16-1 before the Defendant, Township of Franklin Planning Board, of out which this matter arises.
3. The Defendant, Township of Franklin Planning Board (the "Board") is a quasi-judicial body of the Township of Franklin created by Franklin Township pursuant to N.J.S.A. 40:55D-1 et seq. known as the Municipal Land Use Law (MLUL). The principal address of the

Board is at the Franklin Township Municipal Building: 1571 Delsea Drive, Franklinville, New Jersey 08322.

4. The Defendant, Township of Franklin, is a municipal corporation, with its principal address being the Franklin Township Municipal Building, 1571 Delsea Drive, Franklinville, New Jersey 08322.

5. The Defendant, Franklin Township Committee (the "Committee"), is the governing body of the Township of Franklin, with its principal address being the Franklin Township Municipal Building, 1571 Delsea Drive, Franklinville, New Jersey 08322.

BACKGROUND AND PROCEDURAL HISTORY

6. Plaintiff hereby incorporates Paragraphs 1 through 5 above as if set forth at length herein.

7. The Property in question consists of 143.48 acres of land located at: Main-Marshall Mill Road and Tuckahoe Road, also further identified as property which is located to the immediate west of the intersection of Main Road and Tuckahoe Road, in the Township of Franklin, County of Gloucester and State of New Jersey. The Property is undeveloped and exists as forested land. The Property is within the RA-Residential/Agriculture Zone in the Township of Franklin. The Property itself is located around areas of forest, agricultural and residential land.

8. The RA-Residential/Agriculture Zone in the Township of Franklin allows for residential uses including, agricultural and farming, forestry, soil removal, mining and other soil restoration activities.

9. The Township's Ordinance Number O-3-79, adopted by the Township Committee of the Township of Franklin on December 11, 1979 provides for "Land Development" via Chapter 253. Included within Chapter 253, are references to additional Land Development

Ordinances, including, Chapter 325, entitled "Soil Removal", which was adopted via Ordinance number: O-6-94.

10. Pursuant to the Township's Ordinance No. O-6-94, Chapter 325, entitled "Soil Removal"; all issues relating to same are to be presented to "The Planning Board of the Township of Franklin". See Exhibit "A" attached hereto, Chapter 325, entitled "Soil Removal".

11. Pursuant to Chapter 325-4 (C), subparagraph 1, all soil removal operations are required on an annual basis to certify in writing and "to the satisfaction of the Planning Board" and if the party is within the Pinelands to "the Pinelands Commission" as well that all "soil removal, mining, restoration and other activities have been and continue to be conducted in accordance with an approved soil removal permit".

12. Pursuant to Chapter 325-4 (C), subparagraph 2, if a party deviates from any activity approved by their permit, "the Planning Board", or "the Executive Director of the Pinelands Commission in the Pinelands Area" shall immediately notify the party of the deviation and they shall be ordered to immediately cease and desist from the activity.

13. Township Ordinance O-4-89, Chapter 253-82, entitled "Resource extraction" only provides strict compliance for any applications that wish to file "...for approval of resource extraction operations in the Pinelands".

14. In accordance with the Township's Ordinance O-6-94, Chapter 325 entitled "Soil Removal, on February 11, 2016, Plaintiff filed a Site Plan Application and Request for Soil Removal Permit with the Franklin Township Planning Board. The Plaintiff only sought 3 waivers within his Site Plan Application, those being: to not provide water sapling as required by Chapter 326-6; to allow excavation within 10 ft along lots 36.06, 36.07 and 36.08 only; and to allow the plans to be prepared at a scale of 1"=150' whereas a scale of not less than 1'=100' is required by the Defendant for tracts having an area of 50 acres or greater. With the exception of

these three minor waivers, the Application should have been considered a by right approval. See Exhibit "B" attached hereto, a copy of the Site Plan Application filed by the Plaintiff.

15. On March 14, 2016, the Plaintiff and his instant attorney, received a copy of correspondence from Defendant's Planning Board Engineer, John J. Hess, which was addressed to the Chairman of the Township of Franklin Planning Board, Mike Marsh, which stated in relevant part as follows: "We have reviewed the above items for consistency with the Franklin Township Land Development Ordinances and Master Plan, and find the application complete for public hearing". See Exhibit "C" attached hereto, a copy of the correspondence from John J. Hess, Engineer for the Planning Board of the Township of Franklin dated 3/14/16 addressed to Mike Marsh, Chairman of the Township of Franklin Planning Board.

16. In that Plaintiff's application was deemed complete via the Defendant's Planning Board Engineer on March 14th, the Public Hearing before The Township Planning Board was scheduled for April 19, 2016 and all interested parties were provided with the proper notice.

17. However, a few days prior to the scheduled Public Hearing, the Plaintiff found out through third parties, that the Defendant, Township of Franklin, was attempting to prohibit all mining and/or resource extractions from the Township of Franklin and repeal their long standing Ordinance O-6-94 in favor of a new Ordinance O-8-16, which specifically states that "for the public health, safety and general welfare of its citizens, all resource extraction operations are now prohibited throughout the Township of Franklin". This occurred on April 12, 2016. See Exhibit "D" attached hereto, a copy of the proposed Ordinance disallowing all mining and/or resource extraction in the Township of Franklin. The Ordinance did not go through on that night but instead was tabled at that time.

18. Even though the Ordinance was tabled at that time, on the record in the public portion of the Committee Meeting on April 12th, an elected official and Planning Board Member, Mr. Krevetski, specifically stated that "he doesn't like them either", when

referring to mining. The entire reason for this proposed Amended Ordinance was to preclude the Plaintiff's project from obtaining approval. See Exhibit "E" attached hereto, a copy of the Regular Meeting Minutes; page 2, under comments of "Mrs. Joan McClaskey", last sentence provided by Planning Board Member and elected official Mr. Krevetski.

19. The Plaintiff, two Engineers and his instant attorney attended what was to be the Public Hearing before the Defendant, Township of Franklin Planning Board; on April 19, 2016 regarding his deemed completed SP16-1 Site Plan Application & Permit for Soil Removal. At that time, the Planning Board Solicitor, presented for the first time his opinion that a use variance was necessary, against the advice of his Planning Board Engineer which had previously advised that Plaintiff was in the correct venue, or before the Planning Board and could proceed pursuant to Chapter 325 and had deemed his application complete.

20. The Planning Board Solicitor, Timothy Scaffidi stated that "soil removal or mining is not listed in any of the zoning districts in Franklin Township as a permitted use, a conditional use or a prohibited use. However, Chapter 253-82, Resource Extraction, sets forth standards for resource extraction operations in the Pinelands area". See Exhibit "F" attached hereto, a copy of transcript of public hearing, page 7, beginning on line 25 through page 8, line 6. The Solicitor went on to state that "...if it does not appear or isn't identified, then it's not a permitted use, and that an applicant then would need to go to the Zoning Board for that permitted use". See Exhibit "G", page 9, lines 7 through 10. Thus, the Planning Board Solicitor was of the opinion that it was only a permitted use in the Pinelands and as such the matter should be referred to Zoning.

21. Based upon the same, Mr. Krevetski (the same party identified in Exhibit "E" above) of the Defendant's Planning Board made a motion to dismiss the matter without prejudice and refer it to the Zoning Board and the Motion was seconded and the matter was closed, without

Public Hearing upon the deemed complete application of the Plaintiff. See Exhibit "F", page 30, lines 12 through 24.

COUNT ONE

22. Paragraphs 1 through 21, above, are incorporated as though fully set forth.

23. Plaintiff submitted a Site Plan Application and Request for Soil Removal Permit to the to the Franklin Township Planning Board on February 11, 2016.

24. Pursuant to the Township's Ordinance No. O-6-94, Chapter 325, entitled "Soil Removal"; all issues relating to same are to be presented to The Planning Board of the Township of Franklin.

25. On March 14, 2016, the Engineer for the Township of Franklin Planning Board, John J. Hess, PE, PP, CME, forwarded correspondence to the Chairman of the Township of Franklin Planning Board, Mike Marsh, as well as the Planning Board Attorney, Timothy Scaffidi, Esquire, Plaintiff, Plaintiff's attorney, and the Applicant/Plaintiff's Engineer wherein he indicated that he had reviewed the Plaintiff's entire Application as well as for "...consistency with the Franklin Township Land Development Ordinances and Master Plan" and after reviewing all of the same, he found the Plaintiff's application "complete for public hearing".

26. After the determination of the Planning Board Engineer that the Plaintiff's application was complete and in compliance with all Franklin Township Land Development Ordinances as well as the Master Plan of the Township of Franklin, the Planning Board of the Township of Franklin scheduled the Plaintiff's Site Plan-Soil Removal Application/Permit for a Public Hearing on April 19, 2016.

27. Proper notice of the Planning Board Hearing of the Plaintiff's application was provided to all property owners consistent with statute and thus the Hearing was scheduled

for the purpose of considering the submissions of Plaintiff as well as the testimony of the Applicant and its professionals.

28. At the time of the Public Hearing on April 19th, prior to the Applicant presenting any testimony, Planning Board Solicitor, Timothy Scaffidi, Esquire, for the first time, raised an issue that the Plaintiff needed to go before the Zoning Board and that the Planning Board did not have authority to hear the matter before it due to the fact that it was his opinion that soil mining and/or extraction was not a permitted use listed anywhere within the Township in that the Solicitor stated that the Township's Ordinance was silent with regard to soil mining and/or extraction.

29. As a result, a Motion was made by a Planning Board to dismiss the matter without prejudice and refer it to the Zoning Board. The Motion was seconded and the matter was closed, without Public Hearing.

30. Once the Franklin Township Planning Board deemed the Application complete and in compliance with all their Land Development Ordinances and their Master Plan, it erroneously and arbitrarily decided, at the time of the Public Hearing to dismiss the matter, without prejudice and refer the matter to the Zoning Board without any evidence in their Ordinances and/or Master Plan that Plaintiff's application was not a permitted use.

31. Franklin Township Planning Board Engineer, John Hess, confirmed that Plaintiff's application was complete and could proceed to Public Hearing through the Planning Board based upon Ordinance O-6-94, Chapter 325, and 325-4 (C), subparagraph 1, which verifies that the Planning Board is responsible to provide soil removal permits for all soil removing, mining, restoration and other activities.

32. The Planning Board erred in denying the Plaintiff's application without prejudice at the time of the public hearing after deeming the Plaintiff's application complete.

WHEREFORE the Plaintiff hereby demands judgment against the Defendants as follows:

- (a) Deeming that the Planning Board of the Township of Franklin has jurisdiction over the instant matter pursuant to Defendant's Ordinance Number: O-6-94, Chapter 325, entitled "Soil Removal" adopted September 27, 1994; and
- (b) Deeming that the Application is a by-right application with the exception of the 3 minor waivers requested by Plaintiff; and
- (c) Deeming the Plaintiff's Application Complete consistent with Defendant's Engineer, John J. Hess, PE, PP, CME, correspondence dated March 14, 2016 and that the time of application rule shall apply; and
- (d) Finding that the actions of the Planning Board of the Township of Franklin in dismissing Plaintiff's Application without Public Hearing on April 19, 2016 violated Plaintiff's due process rights and were arbitrary, capricious and unreasonable; and
- (e) Ordering the Defendant's Motion to Dismiss Plaintiff's Application to the Planning Board on April 19, 2016 and directing Plaintiff instead to the Zoning Board invalid; and
- (f) Deeming that Plaintiff's Planning Board Application shall be grandfathered in and shall be deemed complete effective as of March 14, 2016 and thus shall be excluded from any Amendments to Ordinance Number: O-6-94, including, but not limited to: taking any action to exclude all soil mining and/or excavation in the Township of Franklin consistent with their proposed new Ordinance O-8-16; and
- (g) Restraining Defendants from taking any action to pass proposed Ordinance Number: O-8-16; and
- (h) Remanding the matter back to the Planning Board of the Township of Franklin for Hearing; and
- (i) For damages, attorney's fees, interest and costs of suit; and
- (j) Any other relief that the Court may deem equitable and/or just.

COUNT TWO

33. Paragraphs 1 through 32, above, are incorporated as if fully set forth herein.

34. The Application presented to the Board by the Plaintiff sought to obtain Site Plan Approval and a Soil Removal Permit. The Property in question consists of 143.48 acres of land located at: Main-Marshall Mill Road and Tuckahoe Road, also further identified as property which is located to the immediate west of the intersection of Main Road and Tuckahoe Road, in the Township of Franklin, County of Gloucester and State of New Jersey. The Property is undeveloped and exists as forested land. The Property is within the RA-Residential/Agriculture Zone in the Township of Franklin. The Property itself is located around areas of forest, agricultural and residential land. The Plaintiff's Site Plan Application provided a statement of the work that he wished to perform at the property, which work consisted of a multi-stage sand mining facility consisting of five cells.

35. The Planning Board's Engineer, John J. Hess, PE, PP, CME, provided correspondence dated March 14, 2016 that stated Plaintiff's application, included a completed Township of Franklin Planning Board Development Application and Site Plan Application with Submission Checklist; a set of plans entitled "Main Road Materials, LLC; Plate 10, Block 1001, Lot 73; Township of Franklin, prepared by Ryan R. Headley, PE with Consulting Engineer Services of Sicklerville, NJ dated 1/29/16; a print of a drawing entitled "Plan of Survey & Topography; prepared by Adam R. Grant, PLS with Consulting Engineer Services dated 1/29/16; a Phase I Environmental Site Assessment prepared by Michael C. Dupras with Consulting Engineer Services dated 2/1/16 which included a "No Further Action Determination and Covenant Not to Sue for Unrestricted Use" which was issued by the NJ Department of Environmental Protection for the Franklin Burn Site #7 dated 7/28/05; a Traffic Impact Study prepared by Michael R. Brown, PE with Consulting Engineer Services dated 12/15; a Stormwater Management Report prepared by Ryan R. Headley, PE dated 1/16.

36. The Planning Board's Engineer, John J. Hess, PE, PP, CME's correspondence dated March 14, 2016 stated that after review of all of the above as well as Franklin Township's Land Development Ordinances and Master Plan, that it was his opinion and testimony that Plaintiff's application was consistent with all Ordinances and the Master Plan and the application was thus deemed complete for public hearing.

37. The Planning Board, in denying the Plaintiff's Application at the time of the Public Hearing on April 19, 2016 without holding the Public Hearing and instead referring the matter to the Zoning Board, failed to identify any provisions of the Township's Ordinances and/or Master Plan that were inconsistent with Plaintiff's application as well as failed to identify how their own Engineer, John J. Hess, PE, PP, CME, erred in his correspondence dated 3/14/16 which stated that Plaintiff's application was compliant with all Ordinances of the Township and the Master Plan, the Planning Board .

38. The Planning Board's denial of Plaintiff's fully conforming Site Plan Application and Request for Soil Removal Permit was arbitrary, unreasonable and capricious. WHEREFORE the Plaintiff hereby demands judgment against Defendants as follows:

- (a) Deeming that the Planning Board of the Township of Franklin has jurisdiction over the instant matter pursuant to Defendant's Ordinance Number: O-6-94, Chapter 325, entitled "Soil Removal" adopted September 27, 1994; and
- (b) Deeming that the Application is a by-right application with the exception of the 3 minor waivers requested by Plaintiff; and
- (c) Deeming the Plaintiff's Application Complete consistent with Defendant's Engineer, John J. Hess, PE, PP, CME, correspondence dated March 14, 2016 and that the time of application rule shall apply; and

- (d) Finding that the actions of the Planning Board of the Township of Franklin in dismissing Plaintiff's Application without Public Hearing on April 19, 2016 violated Plaintiff's due process rights and were arbitrary, capricious and unreasonable; and
- (e) Ordering the Defendant's Motion to Dismiss Plaintiff's Application to the Planning Board on April 19, 2016 and directing Plaintiff instead to the Zoning Board invalid; and
- (f) Deeming that Plaintiff's Planning Board Application shall be grandfathered in and shall be deemed complete effective as of March 14, 2016 and thus shall be excluded from any Amendments to Ordinance Number: O-6-94, including, but not limited to: taking any action to exclude all soil mining and/or excavation in the Township of Franklin consistent with their proposed new Ordinance O-8-16; and
- (g) Restraining Defendants from taking any action to pass proposed Ordinance Number: O-8-16; and
- (h) Remanding the matter back to the Planning Board of the Township of Franklin for Hearing; and
- (i) For damages, attorney's fees, interest and costs of suit; and
- (j) Any other relief that the Court may deem equitable and/or just.

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to Rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding to the best of my knowledge and belief. To the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Furthermore, I know of no other parties that should be joined in the above action.

NOTICE PURSUANT TO THE RULES

TAKE NOTICE that the undersigned attorney, counsel for Plaintiff, hereby demands pursuant to Court Rules 1:5-1(a) and 4:17-4(c), that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and answers to interrogatories received from any party upon the undersigned attorney and TAKE NOTICE that this is a continuing demand.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Charles A. Fiore, is hereby designated Trial counsel for the Plaintiff, Main Road Materials, LLC.

Date: May 19, 2016

By:



Charles A. Fiore, Esq.
Attorney for the Plaintiff
Main Road Materials, LLC.

CERTIFICATION PURSUANT TO R.4:69-4

Pursuant to Rule 4:69-4, I hereby certify that all necessary transcripts of the local agency proceedings have been ordered.



CHARLES A FIORE, ESQUIRE
Attorney for the Plaintiff,
Main Road Materials, LLC.

Dated: May 19, 2016

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GLOUCESTER COUNTY
DEMOCRATIC EXECUTIVE
COMMITTEE OF FRANKLIN
TOWNSHIP; and RENE' PISTILLI-
LEOPARDI (individually, and in her
capacity as Chairman),

Plaintiffs

v.

TOWNSHIP OF FRANKLIN

Defendant

SUPERIOR COURT OF NEW JERSEY
GLOUCESTER COUNTY
LAW DIVISION

Docket No.:

Civil Action

**VERIFIED COMPLAINT IN LIEU OF
PREROGATIVE WRIT, PURSUANT
TO N.J.S.A. 10:4-15**

Plaintiffs, GLOUCESTER COUNTY DEMOCRATIC EXECUTIVE
COMMITTEE OF FRANKLIN TOWNSHIP (hereinafter, "GCDC"), and RENE'
PISTILLI-LEOPARDI, residing at 2787 East Grant Avenue, Williamstown, in Township
of Franklin, County of Gloucester, and State of New Jersey, by way of Complaint against
Defendant, TOWNSHIP OF FRANKLIN (hereinafter, "Defendant"), say:

PARTIES

1. Defendant is a body corporate and politic, established as a Township form of
government pursuant to N.J.S.A. 40A:63-1 et seq. Defendant maintains an office at

1571 Delsea Drive, Franklinville, in the Township of Franklin, County of Gloucester, and State of New Jersey.

2. Defendant's Committee and its individual members are subject to the Senator Byron M. Baer Open Public Meetings Act, N.J.S.A. 10:4-6, et seq. (hereinafter, the "OPMA").
3. Defendant's Committee is subject to the Municipal Vacancy Law, N.J.S.A. 40A:16-1 et seq.
4. Defendant's Committee is a "governing body" as defined by N.J.S.A. 40A:16-2.
5. Plaintiff, GCDC, is a political organization, the purpose of which is, among other things, to support the Democratic Party.
6. Plaintiff, Rene' Pistilli-Leopardi, is an individual residing at 2787 East Grant Avenue, Williamstown, in Township of Franklin, County of Gloucester, and State of New Jersey. Pistilli is also Chairman of Plaintiff, GCDC.
7. Pursuant to N.J.S.A. 10:4-15 and -16, Plaintiffs, GCDC and Pistilli, each have standing to bring this action.

STATEMENT OF FACTS

8. Defendant maintains a Township Committee comprised of five elected members.
9. On September 21, 2016, Edward Leopardi, Committeeman of Defendant, passed away. Mr. Leopardi was elected to the office of Committeeman as a nominee of the Democratic Party.
10. Mr. Leopardi's passing created a vacancy on Defendant's Committee pursuant to the Municipal Vacancy Law, N.J.S.A. 40A:16-1 et seq., and specifically N.J.S.A. 40A:16-3.

11. On October 3, 2016, GCDC held a meeting of its members to select three nominees as Mr. Leopardi's successor, as is required by N.J.S.A. 40A:16-11.
12. Lou Gonzalez, a Democratic party affiliate whom serves as Defendant's Committeeman, was present at said meeting.
13. GCDC selected Plaintiff, Rene' Pistilli, Theresa Ziegler, and Ted Reimel as its three nominees to fill the Committee vacancy. These three nominees were selected unanimously and in the presence of Committeeman Gonzalez.
14. Said nominees were presented to Defendant's Committee within 15 days of the occurrence of the vacancy.
15. On October 6, 2016, Pistilli hand-delivered a written list of GCDC's three nominees to Committeeman Gonzalez. A copy of said list is attached hereto as Exhibit A, and incorporated herein by reference.
16. On the same date, Plaintiff Pistilli electronically transmitted GCDC's list of nominees via text message to the Defendant's Solicitor. On the same date, Defendant's Solicitor acknowledged receipt of the list of nominees.
17. On October 11, 2016, Plaintiff Pistilli also hand-delivered the original nominee list to Marie Celia, Defendant's Deputy Municipal Clerk and advised it had already been presented to Committeeman Gonzalez.
18. Pursuant to N.J.S.A. 40A:16-11, Defendant's Committee was required to fill its Committee vacancy with one of the three nominees presented to it by GCDC. This must occur within 30 days of the vacancy.
19. Defendant's next scheduled Committee meeting after the vacancy was to be held on October 5, 2016. However, this meeting was canceled because Defendant's

Committee lacked a quorum. The meeting was subsequently rescheduled to October 11, 2016.

20. Defendant did not provide 48 hours' notice of the October 11, 2016 meeting to two newspapers capable of timely publication of the same, as was required by the OPMA, N.J.S.A. 10:4-8(d)(2).
21. Defendant has designated the Courier Post, the South Jersey Times, and the Sentinel of Gloucester County as the newspapers to receive notices of its public meetings.
22. Upon information and belief¹, the Courier Post and South Jersey Times both did not receive requests for publication of the October 11, 2016 meeting.
23. Upon information and belief, the Sentinel of Gloucester County did receive a request for publication. However, the Sentinel did not have adequate time to publish the notice 48 hours in advance of the meeting.
24. Defendant's Committee held its October 11, 2016 meeting.
25. The meeting October 11, 2016 meeting commenced with an oral statement that notice of the meeting had been provided to the Courier Post, the South Jersey Times, and the Sentinel of Gloucester County.
26. Said statement was inaccurate and violated the OPMA, N.J.S.A. 10:4-10(a).
27. At the meeting, Defendant's Committee appointed Heather Flaim to fill the vacancy on its Committee as Mr. Leopardi's successor.

¹ The allegations set forth in Paragraphs 22 and 23 are supported by the Certification of Frank Guaracini, III, Esq., submitted simultaneously herewith.

28. Ms. Flaim and her family were present at the meeting to witness the appointment.

Upon information and belief, Ms. Flaim was advised of her anticipated appointment prior to the October 11, 2016 meeting.

29. Ms. Flaim was not a nominee of GCDC and was not included on the list of nominees previously submitted to Defendant's Committee by Plaintiff Pistilli. Moreover, Ms. Flaim only became affiliated with the Democratic Party on October 4, 2016. Ms. Flaim was previously "unaffiliated."

30. By appointing Ms. Flaim, Defendant violated the Municipal Vacancy Law, N.J.S.A. 40A:16-11.

31. N.J.S.A. 40A:16-11 requires Defendant's Committee to appoint one of GCDC's nominees as Committeeperson within 30 days of the aforementioned vacancy.

32. The next meeting of Defendant's Committee is scheduled for Wednesday, October 19, 2016.

COUNT ONE
(VIOLATION OF THE OPEN PUBLIC MEETINGS ACT – FAILURE TO
PROVIDE ADEQUATE NOTICE)

33. Defendant's Committee is a "public body" as defined by N.J.S.A. 10:4-8a.

34. The October 11, 2016 regular meeting of Defendant's Committee was a "meeting" as defined by N.J.S.A. 10:4-8b.

35. Defendant failed to provide "adequate notice" of the October 11, 2016 meeting of its Committee as defined by N.J.S.A. 10:4-8c.

36. Defendant's actions as described in this Count were unlawful and violated the OPMA.

37. Pursuant to N.J.S.A. 10:4-15, the appointment of Ms. Flaim as Committeewomen by Defendant's Committee is voidable.

WHEREFORE, Plaintiffs, GLOUCESTER COUNTY DEMOCRATIC EXECUTIVE COMMITTEE OF FRANKLIN TOWNSHIP, and RENE' PISTILLI, demand an Order voiding the appointment of Heather Flaim as Defendant, TOWNSHIP OF FRANKLIN'S Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from allowing Heather Flaim to serve as a Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from refusing to comply with the Municipal Vacancy Law; an Order requiring Defendant, TOWNSHIP OF FRANKLIN, appoint a Committeeperson from the list of nominees presented to its Committee, within the time proscribed by law; Judgment against Defendant, TOWNSHIP OF FRANKLIN, for compensatory damages, attorney fees, and costs of suit; and all such other relief the Court feels equitable and just.

COUNT TWO
(VIOLATION OF THE OPEN PUBLIC MEETINGS ACT - FAILURE TO
PROVIDE AN ACCURATE STATEMENT OF NOTICE)

38. Plaintiff repeats the allegations set forth in Paragraphs 1 through 37, and incorporates the same herein as if repeated at length.

39. Defendant's Committee failed to provide an accurate statement at the commencement of the October 11, 2016 meeting with regard to the manner of adequate notice, as required by N.J.S.A. 10:4-9(a).

40. Defendant's actions as described in this Count were unlawful and violated the OPMA.

41. Pursuant to N.J.S.A. 10:4-15, the appointment of Ms. Flaim as Committeewomen by Defendant's Committee is voidable.

WHEREFORE, Plaintiffs, GLOUCESTER COUNTY DEMOCRATIC EXECUTIVE COMMITTEE OF FRANKLIN TOWNSHIP, and RENE' PISTILLI, demand an Order voiding the appointment of Heather Flaim as Defendant, TOWNSHIP OF FRANKLIN'S Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from allowing Heather Flaim to serve as a Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from refusing to comply with the Municipal Vacancy Law; an Order requiring Defendant, TOWNSHIP OF FRANKLIN, appoint a Committeeperson from the list of nominees presented to its Committee, within the time proscribed by law; Judgment against Defendant, TOWNSHIP OF FRANKLIN, for compensatory damages, attorney fees, and costs of suit; and all such other relief the Court feels equitable and just.

COUNT THREE
(VIOLATION OF THE OPEN PUBLIC MEETINGS ACT – SECRET MEETING
OF COMMITTEE MEMBERS)

42. Plaintiff repeats the allegations set forth in Paragraphs 1 through 41, and incorporates the same herein as if repeated at length.

43. Prior to the October 11, 2016 meeting, the individual members of Defendant's Committee met, discussed, and decided to appoint Ms. Flaim as Committeeperson. The same constituted a "meeting" as defined by N.J.S.A. 10:4-8b.

44. Defendant failed to provide "adequate notice" of said meeting as defined by N.J.S.A. 10:4-8c.

45. Defendant failed to keep minutes of its meeting, in violation of N.J.S.A. 10:4-14.

46. Defendant's actions as described in this Count were unlawful and violated the OPMA.

47. Pursuant to N.J.S.A. 10:4-15, the appointment of Ms. Flaim as Committeewomen by Defendant's Committee is voidable.

WHEREFORE, Plaintiffs, GLOUCESTER COUNTY DEMOCRATIC EXECUTIVE COMMITTEE OF FRANKLIN TOWNSHIP, and RENE' PISTILLI, demand an Order voiding the appointment of Heather Flaim as Defendant, TOWNSHIP OF FRANKLIN'S Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from allowing Heather Flaim to serve as a Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from refusing to comply with the Municipal Vacancy Law; an Order requiring Defendant, TOWNSHIP OF FRANKLIN, appoint a Committeeperson from the list of nominees presented to its Committee, within the time proscribed by law; Judgment against Defendant, TOWNSHIP OF FRANKLIN, for compensatory damages, attorney fees, and costs of suit; and all such other relief the Court feels equitable and just.

COUNT FOUR
(VIOLATION OF THE MUNICIPAL VACANCY LAW – APPOINTMENT OF
COMMITTEEPERSON NOT NOMINATED BY GCDC)

48. Plaintiff repeats the allegations set forth in Paragraphs 1 through 47, and incorporates the same herein as if repeated at length.

49. Defendant's Committee is a "governing body" as defined by N.J.S.A. 40A:16-2.

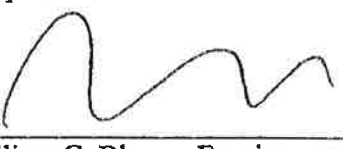
50. Within 15 days of the vacancy, Plaintiff presented Defendant's Committee with its nominees for the selection of a successor. Plaintiff, GCDC, thereby complied with N.J.S.A. 40A:16-11.

51. Defendant's Committee failed to appoint any of the individuals nominated by Plaintiff, GCDC, as a successor to Mr. Leopardi.

52. Defendant's actions as described in this Count were unlawful and violated the Municipal Vacancy Law, and specifically, N.J.S.A. 40A:16-11.

WHEREFORE, Plaintiffs, GLOUCESTER COUNTY DEMOCRATIC EXECUTIVE COMMITTEE OF FRANKLIN TOWNSHIP, and RENE' PISTILLI, demand an Order voiding the appointment of Heather Flaim as Defendant, TOWNSHIP OF FRANKLIN'S Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from allowing Heather Flaim to serve as a Committeewoman; an Order enjoining and restraining Defendant, TOWNSHIP OF FRANKLIN, from refusing to comply with the Municipal Vacancy Law; an Order requiring Defendant, TOWNSHIP OF FRANKLIN, appoint a Committeeperson from the list of nominees presented to its Committee, within the time proscribed by law; Judgment against Defendant, TOWNSHIP OF FRANKLIN, for compensatory damages, attorney fees, and costs of suit; and all such other relief the Court feels equitable and just.

BLANEY & KARAVAN, P.C.
Attorneys for Plaintiffs, Gloucester County
Democratic Executive Committee of
Franklin Township and Rene' Pistilli-
Leopardi

By: 
William G. Blaney, Esquire

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

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

CERTIFICATION PURSUANT TO RULE 4:5-1

I, William G. Blaney, Esq., hereby certify that I am an attorney at law licensed to practice in the State of New Jersey; that I am the attorney for Plaintiffs in the foregoing matter; and that the subject matter in the foregoing action is not currently the subject of any other action or arbitration proceeding currently pending before this or any other Court in the State of New Jersey.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, William G. Blaney, Esq., is hereby designated as trial counsel in the above matter.

BLANEY & KARAVAN, P.C.
Attorneys for Plaintiffs, Gloucester County
Democratic Executive Committee of
Franklin Township and Rene' Pistilli-
Leopadi

By: 
William G. Blaney, Esquire

VERIFICATION

I, RENEE PISTILLI-LEOPARDI, being of full age, hereby state:

1. I am Plaintiff in the above captioned matter.
2. I am also Chairman of Plaintiff, Gloucester County Democratic Executive Committee of Franklin Township.
3. I certify that the statements made in the instant Complaint are true except as to matters stated upon information and belief and, as to such matters, they are true to the best of my knowledge and belief.
4. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Renee Pistilli-Leopardi

Dated: October 14, 2016

THE VIGILANTE LAW FIRM, P.C.
By: Jacqueline M. Vigilante, Esquire
Attorney I.D. No. 030961988
By: Micole C. Sparacio, Esquire
Attorney I.D. No. 113322014
99 North Main Street
Mullica Hill, NJ 08062
(856) 223-9990
Attorneys for Plaintiffs

EDWARD SEIBERT, KEVIN	:	SUPERIOR COURT OF NEW JERSEY
PRZYBYSZEWSKI, JEFFREY SCHAW,	:	LAW DIVISION
JR., and JOHN CONWAY,	:	GLOUCESTER COUNTY
Plaintiffs,	:	
v.	:	
	:	<i>Civil Action</i>
BOROUGH OF NEWFIELD; DONALD	:	
SULLIVAN, in his official and individual	:	
capacity; MICHAEL CARROW, in his	:	
official and individual capacity; STEVEN	:	DOCKET NO.
BOYLE, in his official and individual	:	
capacity; SCOTT MILLER, in his official	:	
and individual capacity; RACHEL	:	
ZACCARIA, in her official and individual	:	
capacity; LUANN FRIES in her official and	:	
individual capacity; TONI VANCAMP, in	:	
her official and individual capacity;	:	VERIFIED COMPLAINT
TOWNSHIP OF FRANKLIN; and NANCY	:	IN LIEU OF PEROGATIVE WRIT
K. BRENT, in her official and individual	:	
capacity; and JOHN DOES 1-10, in their	:	
official and individual capacities;	:	
	:	
Defendants.	:	

Plaintiffs Edward Seibert, Kevin Przybyszewski, Jeffrey Schaw, Jr., and John Conway, by and through their undersigned attorneys, and by way of Verified Complaint in Lieu of Prerogative Writs and application for injunctive relief and declaratory action against Defendants Borough of Newfield, Borough of Newfield Mayor, Councilmembers Don Sullivan, Michael Carrow, Steve Boyle, Scott Miller, Rachel Zaccaria and Luann Fries, in their official and individual capacities, and Township of Franklin as an indispensable party, aver and say:

JURISDICTION AND VENUE

1. Rule 4:69 authorizes challenges to municipal action(s), including applications for interim relief, to be commenced in this Court.

2. All material facts in this dispute arose in Gloucester County and concern the actions of the Borough of Newfield and the Township of Franklin, located in Gloucester County, making venue proper in this Court under Rule 4:3-2(a).

3. Plaintiff Edward Seibert is an adult individual, residing in the State of New Jersey, who, at all times relevant hereto, was employed by the Borough of Newfield as Chief of Police.

4. Plaintiff Kevin Przybyszewski is an adult individual, residing in the State of New Jersey, who, at all times relevant hereto, was employed by the Borough of Newfield as a police officer.

5. Plaintiff Jeffrey Schaw, Jr. is an adult individual, residing in the State of New Jersey, who, at all times relevant hereto, was employed by the Borough of Newfield as a police officer.

6. Plaintiff John Conway is an adult individual, residing in the State of New Jersey, who, at all times relevant hereto, was employed by Borough of Newfield as a police officer.

7. Defendant Borough of Newfield is a municipality with principal office located at 18 Catawba Avenue, Newfield, County of Gloucester, State of New Jersey, organized as a Borough as that term is defined in N.J.S.A. 40A:60-1, *et seq.*

8. As a Borough, Newfield has a governing body comprised of a six-member council and Mayor.

9. At all times, Newfield Borough was a public employer within the meaning of N.J.S.A. 34:13A-1, *et seq.*

10. Defendant Donald Sullivan is an adult individual residing in the Borough of Newfield, Gloucester County, State of New Jersey, who, at all times relevant hereto, served as the Mayor of the Borough of Newfield and who is subject to the jurisdiction of this Court.

11. Defendant Michael Carrow is an adult individual residing in Gloucester County, New Jersey, who, at all times relevant hereto, served as a Councilmember of the Borough of Newfield and who is subject to the jurisdiction of this Court.

12. Defendant Steven Boyle is an adult individual residing in Gloucester County, New Jersey, who, at all times relevant hereto, served as a Councilmember of the Borough of Newfield and who is subject to the jurisdiction of this Court.

13. Defendant Scott Miller is an adult individual residing in the Borough of Newfield, Gloucester County, New Jersey, who, at all times relevant hereto, served as a Councilmember of the Borough of Newfield and who is subject to the jurisdiction of this Court.

14. Defendant Rachel Zaccaria is an adult individual residing in Gloucester County, New Jersey, who, at all times relevant hereto, served as a Councilmember of the Borough of Newfield and who is subject to the jurisdiction of this Court.

15. Defendant Luann Fries is an adult individual residing in Gloucester County, New Jersey who at all times relevant hereto served as a Councilmember of the Borough of Newfield and who is subject to the jurisdiction of this Court.

16. Defendant Toni VanCamp is an adult individual residing in Gloucester County, New Jersey who at all times relevant hereto served as Business Administrator of the Borough of Newfield and who is subject to the jurisdiction of this Court.

17. The Township of Franklin is a township with its principal office located at 1571 Delsea Drive, Franklinville, New Jersey, which is organized as a Township under N.J.S.A 40A:63-1, *et seq.* The Township is an indispensable party pursuant to Rule. 4:28-1(a).

18. Defendant Nancy K. Brent is an adult individual residing in Gloucester County, New Jersey who at all times relevant hereto served as Business Administrator of the Township of Franklin and who is subject to the jurisdiction of this Court.

19. Defendants John Does 1-10, fictitious names unknown to Plaintiffs at this time, named herein in their official and individual capacities.

FACTS

20. The Borough of Newfield Police Department was established by Code of the Borough of Newfield Article I, Chapter 47, adopted by Ordinance #99-7 on August 30, 1999.

21. The Borough Police Department consisted of four (4) full time police officers and a Chief of Police, with many of the officers possessing substantial years of service.

22. Plaintiff Edward Seibert (hereafter, "Siebert") was hired as a police officer with the Borough of Newfield on or about April 11, 2000.

23. Seibert served as a police officer for the Borough of Newfield from April 11, 2000 until he was promoted to the position of Chief of Police for the Borough of Newfield Police Department on or about September 11, 2012 pursuant to a contract executed between the Borough of Newfield.

24. At all times relevant hereto, Seibert was the Chief of Police for the Borough of Newfield Police Department pursuant to a contract executed between him and the Borough of Newfield.

25. As Chief of Police, Seibert's employment was governed by the Police Chief Bill of Rights, N.J.S.A. 40A:14-118, *et seq.*

26. On or about December 8, 2016, the Borough of Newfield and Seibert entered into a new employment contract effective for the period January 1, 2016 through December 31, 2019. A true and complete copy of the employment contract is attached here to as Exhibit A.

27. Pursuant to the contract, Siebert was to receive a salary as set forth in Schedule A of the contract, as follows:

Year 2016	\$78,506.19
Year 2017	\$80,076.31
Year 2018	\$81,667.83
Year 2019	\$83,311.38

28. In accordance with Exhibit A, Plaintiff Seibert was to remain in the position of Chief of Police through December 31, 2019 and continuing until such time as the contract terms were re-negotiated by the parties, consistent with N.J.S.A. 40A:14-118, N.J.S.A. 40A:14-128; and N.J.S.A. 40A:14-147.

29. Plaintiff Kevin Przybyszewski (hereafter, "Przybyszewski") was hired as a police officer with the Borough of Newfield Police Department on or about June 11, 2007.

30. At all times relevant hereto, Przybyszewski was a police officer with the Borough of Newfield and the Alternate State Delegate for the Gloucester County PBA Local 122 (hereafter, "Local 122").

31. Plaintiff Jeff Schaw (hereafter, "Schaw") was hired as a police officer with the Borough of Newfield Police Department on or about November 3, 2004.

32. At all times relevant hereto, Schaw was a police officer with the Borough of Newfield Police Department.

33. Plaintiff John Conway (hereafter, "Conway") was hired as a police officer with the Borough of Newfield Police Department on or about April 12, 2004.

34. At all times relevant hereto, Plaintiff Conway was a police officer with the Borough of Newfield Police Department.

35. Each Plaintiff was a full-time law enforcement officer in good standing on October 31, 2017.

36. Each Plaintiff was a member of Local 122.

37. Local 122 and the Borough of Newfield have been parties to a series of collective bargaining agreements, the most recent agreement running from January 1, 2014 through December 31, 2017 (hereafter, the "CBA"). A true and complete copy of the CBA is attached hereto as Exhibit B.

38. The CBA establishes salaries and benefits for existing members of the bargaining unit, to include the benefits of sick leave, vacation, pension, medical benefits for the employees and dependents, and retiree medical benefits. The CBA provided a two percent (2%) annual salary increase for each year of the agreement.

39. On or around May 30, 2017, Local 122 began actively negotiating new contract with the Borough Newfield. Negotiations continued through July 28, 2017, at which time the terms of the new CBA were agreed to between the Local 122's negotiator and the Borough.

40. The Borough of Newfield's negotiations were conducted in bad faith, as Newfield was in secret negotiations with the Township of Franklin to disband Newfield's Police Department, terminate the employment of all Plaintiffs and replace Newfield's police department and officers with Franklin Township's Police Department.

41. On or about August 10, 2017, Newfield Borough Council approved Resolution #R-67-17 to disband its police department, terminate all existing police officers, repudiate the parties' collective bargaining agreement, and enter into a contract with the Township of Franklin to provide police services in lieu of the Plaintiff police officers. The Resolution was to be presented to the public at a public meeting on September 14, 2017 meeting.

42. Prior to the public meeting, on or about September 12, 2017 Newfield Borough adopted Resolution #R-67-17 authorizing Mayor Don Sullivan to execute an Interlocal Services Agreement with the Township of Franklin pursuant to N.J.S.A. 40:8A-1, *et seq.*, to provide police services to the Borough. A true and complete copy of the Resolution is attached hereto as Exhibit C.

43. The Resolution was not adopted at a regularly-scheduled meeting of the Newfield Borough Council, in violation of the Open Public Meetings Act. N.J.S.A. 10:4-6 to 10:4-20, *et seq.*

44. At the time the Resolution was approved, the Interlocal Services Act at N.J.S.A. 40:8A-1, *et seq.* had been previously repealed by L.2007, c. 63, §35 effective Nov. 1, 2007 and had been replaced by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, ("Shared Services Act").

45. On or about September 12, 2017 all police officers employed by the Borough of Newfield received a "Rice" notice informing them their positions with the Newfield Police Department would be discussed at the September 14, 2017 meeting. A true and complete copy of the Rice notice(s) is attached hereto as Exhibit D.

46. On or about September 14, 2017 and after the Resolution was approved, the Borough adopted Ordinance #2017-7 amending the Code of the Borough of Newfield and

repealing Chapter 47 of the Code entitled, "Police Department." A true and complete copy of the Ordinance is attached hereto as Exhibit E.

47. Pursuant to Ordinance #2017-7 the Borough of Newfield Police Department was putatively abolished. The police department was disbanded, and all existing members were terminated effective November 1, 2017.

48. Under the terms of Ordinance #2017-7,

- a. Plaintiffs were denied continued employment and benefits with the Borough of Newfield;
- b. Plaintiffs lost all seniority and accrued, and the existing collective negotiations agreement was repudiated; and
- c. Plaintiff Seibert's contract as Police Chief was unilaterally terminated.

49. On or about October 10, 2017, the Township of Franklin adopted Resolution #R-166-17 authorizing the Mayor of Franklin Township to execute and enter into an Interlocal Services Agreement with Newfield Borough pursuant to N.J.S.A. 40:8A-1, *et seq.* (repealed), with the Borough Newfield for the provision of police services to the Borough. A true and complete copy of the Resolution is attached Exhibit F.

50. On or about October 11, 2017, Plaintiffs received written notice that Franklin Township and Newfield Borough had entered into an Interlocal Services Agreement for reasons of economy and efficiency, and that Newfield Borough would be "disbanding, dissolving and/or eliminating the Newfield Police Department effective November 1, 2017." A true and complete copy of the written notice is attached hereto as Exhibit G.

51. On or about October 16, 2017, Franklin Township and Newfield Borough entered into an Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1, *et seq.* (repealed) for the

period November 1, 2017 through November 1, 2022 (hereafter, the “ISA”). A true and complete copy of the ISA is attached here as Exhibit H.

52. Franklin Township thereafter replaced all Newfield Police Department personnel under the terms of the ISA and undertook the provision of all police services to the Borough of Newfield.

53. Pursuant to the terms of the ISA, Franklin Township was permitted to utilize the Newfield police facility for police operations and as a sub-station for the Franklin Township police officers on duty, and as deemed necessary by Franklin Township.

54. Pursuant to the terms of the ISA, Newfield Borough ceded the equipment previously utilized by its Police Department to Franklin Township, including police vehicles, police radios, firearms and cameras.

55. Under the terms of the ISA, Franklin Township was not required to hire any of the Newfield Police Department police officers or the Police Chief.

56. Pursuant to the terms of the ISA, officers formerly employed as Newfield police officers, including the Plaintiffs, were given “hiring preference” by Franklin Township for police positions that became available for a period of three months following November 1, 2017 “provided they apply and meet all conditions and standards of employment.”

57. For three months following November 1, 2017 Franklin did not hire any police officers.

58. Based on the police salaries under the collective bargaining agreement which existed in Franklin, each Plaintiff would have received a substantial increase in salary had they been employed by Franklin.

59. Under the Shared Services Act, which replaced the repealed Interlocal Services Act, the termination of the Newfield police officers was unlawful, and each Plaintiff was required to be hired by Franklin Township.

60. On or about July 26, 2018, Franklin Township posted the position of police officer with the Township of Franklin Police Department. Applications for the position of police officer in Franklin were accepted until August 24, 2018.

61. Defendants' actions in terminating all of the existing Newfield police officers and abolishing the Newfield Police Department resulted in substantial and irreparable harm to the existing officers, the Borough and its residents. The Officers were denied their constitutionally protected property interest and rights.

COUNT I
DECLARATORY JUDGMENT PURSUANT TO N.J.S.A.
2A:16-5, *et seq.* AND DECLARING ANY DISSOLUTION OF THE
NEWFIELD BOROUGH POLICE DEPARTMENT MAY ONLY OCCUR
PURSUANT TO THE SHARED SERVICES ACT, N.J.S.A. 40A:65-1, *et seq.*
(All Plaintiffs v. All Defendants)

62. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

63. The Shared Services Act, N.J.S.A. 40A:65-1, *et seq.*, was adopted by the Legislature to replace the Interlocal Services Act, N.J.S.A. 40:8A-1, *et seq.* (repealed), in order to provide a simple and uniform procedure to be utilized by any local unit of government, which contracts with another municipality to provide services the Borough previously performed.

64. In adopting the Shared Services Act, the Legislature declared that it was to be used "to effectuate agreements between local units for service or circumstance intended to reduce property taxes through reduction of local expenses." N.J.S.A. 40A:65-2.

65. The Shared Services Act defined shared services as “any service provided on a regional, joint, inter-local, shared or similar basis between local units, the provision of which are memorialized by agreement between the participating local unit. . .” N.J.S.A. 40A:65-3.

66. Under N.J.S.A. 40A:65-4, any unit “may enter into an agreement with any other local unit or units to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.”

67. The sharing of police services undisputedly falls under the terms of this Act.

68. Any agreement made pursuant to the Shared Services Act shall specify:

- (1) The specific services to be performed by one or more of the parties as agent for any other party or parties;
- (2) Standards of the level, quality and scope of performance, with assignment and allocation of responsibility for meeting those standards between or among the parties;
- (3) The estimated cost of the services throughout the duration of the agreement, with allocation of those costs to the parties, in dollar amounts or by formula, including a time schedule for periodic payment of installments for those allocations. The specifications may provide for the periodic modification of estimates or formulas contained therein in the light of actual experience and in accordance with procedures to be specified in the agreement;
- (4) The duration of the agreement, which shall be 10 years, unless otherwise agreed upon the parties; and
- (5) The procedure for payments to be made under the contract.
 - b. In the case when all of the participating local units are municipalities, the agreement may provide that it shall not take effect until submitted to the voters of each municipality and approved by a majority of the voters of each municipality voting at the referendum.
 - c. The Agreement may provide for binding arbitration or for binding fact-finding procedures to settle any disputes or questions which may arise between the parties as to the interpretation of the terms of the agreement or the satisfactory performance by any of the parties of the services and other responsibilities required by the agreement.

N.J.S.A. 40A:65-7.

69. In recognizing the constitutionally protected rights of police officers in any shared services arrangement, the Act provides specific protections for law enforcement personnel in connection with any shared services agreement by providing as follows:

- a. Whenever two or more local units enter into an agreement pursuant to section 4 of P.L. 2007, c. 63 (C. 40A:65-4), for the shared provision of law enforcement services within their respective jurisdictions, the ***agreement shall recognize and preserve the seniority, tenure and pension rights of every full-time law enforcement officer*** who is employed by each of the participating local units and who is in good standing at the time the ordinance authorizing the agreement is adopted, and ***none of those law enforcement officers shall be terminated except for cause***; provided, however, this provision shall not be construed to prevent or prohibit a merged law enforcement entity from reducing force as provided by law for reasons of economy and efficiency. (emphasis added).
- b. To provide for the efficient administration and operation of the shared law enforcement services within the participating local units, the agreement may provide for the appointment of a chief of police or other chief law enforcement officer, in that case, the agreement shall identify the appropriate authority to whom the chief of police or other chief law enforcement officer reports and also ***shall provide that any person who is serving as the chief of police*** or other chief law enforcement officer in one of the participating local units at the time the contract is adopted may elect either:

- (1) To accept a demotion of ***no more than one rank*** without any loss of seniority rights, impairment of tenure, or pension rights; or

- (2) To retire from service.

A person who elects retirement shall not be demoted, but shall retain the rank of chief of police or other chief law enforcement officer and shall be given terminal leave for a period of one month for each five-year prior of past service as a law enforcement officer with a participating local unit. During the terminal leave, the person shall continue to receive full compensation and shall be entitled to all benefits, including any increases in compensation or benefits, that he may have been entitled to if he had remained on active duty.

N.J.S.A. 40A:65-8 (emphasis added).

70. In enacting Resolution #R-67-17 on September 14, 2017, Newfield Borough agreed to enter into a contract with Franklin Township under the Interlocal Services Act, “to enable the Township to provide protection and coverage through the Township’s Police Department to the Borough.”

71. Newfield entered into an Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 *et seq.* (repealed) to be effective November 1, 2017 through November 1, 2022.

72. Pursuant to Ordinance #2017-7, the Borough of Newfield Police Department was abolished effective November 1, 2017.

73. The Borough of Newfield acted unlawfully and without legal authority in passing Resolution #R-67-17, in adopting Ordinance #2017-7 and in entering into the ISA as all three actions were based on a repealed statute (N.J.S.A. 40:8A-1, *et seq.*). The act of adopting the Ordinance, approving the Resolution and entering into the ISA with Franklin was *ultra vires*.

74. The Resolution and Ordinance, and subsequent ISA, violated the law:

- a. As they were adopted pursuant to a repealed statute;
- b. For failing to recognize and preserve the seniority, tenure, and pension rights of every full-time law enforcement officer” who is in good standing and employed by each of the participating local units, and none of those officers can be terminated, except for cause.
- c. For failure to “provide that any person who is serving as the chief of police or other chief law enforcement officer in one of the participating local units at the time the contract is adopted may elect either:
 - (1) To accept a demotion of *no more than one rank* without any loss of seniority rights, impairment of tenure, or pension rights; or
 - (2) To retire from service.

75. By statute, these protections applied to all officers employed by Newfield Borough at the time the putative ISA was entered into with Franklin Township, and the protections cannot be forfeited by Newfield disbanding its police department, or by Borough entering into the agreement with Franklin Township without protecting the employment rights of its existing officers.

76. Nothing under the Shared Services Act permits Newfield Borough to avoid the protections the Act provides to law enforcement personnel by disbanding its police department and contracting with a neighboring jurisdiction (Franklin) to provide the identical police services which the Borough previously supplied.

77. To permit the Borough of Newfield to (i) disband its police department and terminate its existing employees, including the Chief of Police, and (ii) to enter into a contract with Franklin Township for police services without adhering to any of the protections for law enforcement personnel enumerated under the Shared Services Act, including without requiring Franklin to hire all of the Newfield officers, preserving their seniority, tenure and pension rights, makes a mockery of the Shared Services Act and violates the guarantees mandated for law enforcement personnel.

78. As a direct and proximate result of Defendants' unlawful actions, Plaintiffs have suffered, and will continue to suffer the loss of employment, as well as the loss of significant wages and benefits.

WHEREFORE, Plaintiffs Edward Seibert, Kevin Przybyszewski, Jeffrey Schaw, Jr., and John Conway respectfully demand judgment against Defendants Borough of Newfield and Township of Franklin, and Donald Sullivan, Michael Carrow, Steven Boyle, Scott Miller, Rachel

Zaccaria, Luann Fries, Toni VanCamp, Nancy K. Brent and John Does 1-10, in their official and individual capacities, as follows:

A. Entering an Order in favor of the Plaintiffs against Defendants Borough of Newfield, and Township of Franklin as an indispensable party, as follows:

- a) Declaring the Interlocal Service Act, N.J.S.A. 40:8A-1, 40:8A-2, *et seq.*, upon which the Borough of Newfield relied in passing Resolution #R-67-17, was not valid law and that Newfield Resolution #R-67-17 and Ordinance #2017-7, abolishing the Newfield Borough Police Department, are null and void and invalid;
- b) Declaring Newfield Resolution #R-67-17, dissolving the Borough of Newfield Police Department, is without legal authority and is void as a matter of law;
- c) Declaring Newfield Resolution #R-67-17 disbanding the Borough of Newfield Police Department was without legal authority and is void as a matter of law;
- d) Reinstating Chapter 47 of the Code of the Borough of Newfield entitled, "Police Department" and requiring Newfield Borough to reinstate the Police Department status quo as it existed on October 31, 2017;
- e) Reinstating Plaintiff Edward Seibert to the position of Chief of Police of the Newfield Police Department and recognizing his existing salary in accordance with his contract with the Borough of Newfield;
- f) Reinstating Plaintiffs Kevin Przybyszewski, Jeffrey Schaw, Jr. and John Conway as police office with the Newfield Police Department and recognizing their existing tenure, salary and seniority;
- g) Compelling Defendant Borough of Newfield to make Plaintiffs whole for all losses they suffered and/or continue to suffer including lost wages, benefits, insurance and pension

coverage, and any other fringe benefits of their employment with Newfield Borough since their improper termination on November 1, 2017;

- h) Requiring any future contract entered into by Newfield Borough and Franklin Township must comply with the Shared Services Act (N.J.S.A. 40A:65-1, *et seq.*) and requiring Franklin Township to hire all then-current Newfield police officers and Police Chief and recognize their existing tenure, salary and seniority.

B. In the alternative, reforming Newfield Borough Ordinance #2017-7 and Resolution #R-67-17 to comport with the requirements mandated by the Shared Services Act for law enforcement personnel (N.J.S.A. 40A:65-1, *et seq.*) by ordering the following:

- a) Franklin Township must hire Plaintiff Edward Seibert in the rank of no less than Captain and recognize his existing tenure and seniority as it would have been on November 1, 2017, in compliance with N.J.S.A. 40A:65-8(b);
- b) Franklin Township must hire Plaintiffs Kevin Przybyszewski, Jeffrey Schaw, Jr. and Kevin Conway as Patrol Officers and recognize their existing tenure, salary and seniority as it would have been on November 1, 2017, in compliance with N.J.S.A. 40A:65-8; and
- c) Requiring Newfield Borough and Franklin Township to make Plaintiffs whole for all the losses they have suffered and continue to suffer including lost wages, benefits, insurance and pension coverage and any other fringe benefits of their employment had the Shared Services Act been properly followed and had Plaintiffs been hired by Franklin Township effective November 1, 2017; and
- d) Restraining and enjoining Franklin Township from attempts to hiring police officers, to allow the Township of Franklin to hire the Plaintiff officers and chief

and recognize their existing tenure, salary and seniority pursuant to the Shared Services Agreement.

- C. For an award of attorneys' fees, interest and costs of suit to Plaintiffs; and
- D. For such other relief as the Court may deem equitable and just.

COUNT II
DECLARATORY JUDGMENT PURSUANT TO N.J.S.A. 2A:16-5, et seq.
DECLARING THE INTERLOCAL SERVICES AGREEMENT NULL AND VOID
(All Plaintiffs v. All Defendants)

79. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

80. Both Newfield Borough and Franklin Township are local units who have entered into an Interlocal Services Agreement for the shared provision of law enforcement services pursuant to N.J.S.A. 40A:65-4, *et seq.*

81. By statute, any such agreement must adhere to the protections for law enforcement personnel mandated by Shared Services Act, N.J.S.A. 40A:65-8, *et seq.*

82. The ISA entered into by Newfield Borough and Franklin Township is invalid, void and *ultra vires*, having been adopted under a repealed statute.

83. Under the Shared Services Act, any agreement for shared local police services between Newfield and Franklin was required to protect the seniority, tenure, and pension rights of all full-time law enforcement personnel by having them hired by Franklin with like rank, seniority and pension rights.

84. Under the Shared Services Act, any agreement for shared local police services between Newfield and Franklin was required to protect the seniority, tenure, and pension rights of the Chief of Police by granting him the option of (a) accepting a demotion of *no more than one*

rank without any loss of seniority rights, impairment of tenure, or pension rights; or (b) to retire from service with a severance payment as set forth in the statute.

85. The ISA entered into by Newfield Borough and Franklin Township violated all of these protections.

86. Pursuant to the New Jersey Declaratory Judgment Law, N.J.S.A. 2A: 16-50, *et seq.*, Plaintiffs are entitled to a declaratory judgment.

WHEREFORE, Plaintiffs Edward Seibert, Kevin Przybyszewski, Jeffrey Schaw, Jr., and John Conway respectfully demand judgment against Defendants Borough of Newfield and Township of Franklin, and Donald Sullivan, Michael Carrow, Steven Boyle, Scott Miller, Rachel Zaccaria, Luann Fries, Toni VanCamp, Nancy K. Brent and John Does 1-10, in their official and individual capacities, as follows:

A. Finding and declaring Agreement between Newfield and Franklin is without legal authority and is void as a matter of law;

B. Restoring the Police Department in Newfield and restoring the status quo as of October 31, 2017 in Newfield, including an Order:

a. reinstating Plaintiff Edward Seibert as the Police Chief Borough of Newfield Borough Police Department, recognizing his existing salary in accordance with his contract with the Borough.

b. reinstating Plaintiffs Kevin Przybyszewski, Jeffrey Schaw, Jr. and John Conway as Borough of Newfield police officers and recognizing their existing tenure, salary and seniority.

c. Requiring Newfield Borough and Franklin Township to make Plaintiffs whole for all the losses they have suffered and continue to suffer to include lost wages, benefits,

insurance and pension coverage and any other fringe benefits of their employment with Newfield Borough since their improper termination on November 1, 2017.

C. Declaring any future contract entered into by the Defendants must comply with the Shared Services Act and require the Township of Franklin to hire all current Newfield police officers and recognize their existing tenure, salary and seniority.

D. In the alternative, reforming the ISA to comport with the guarantees mandated by the Shared Services Act for law enforcement personnel by ordering the following:

- a. Franklin Township must hire Plaintiff Edward Seibert in the rank of no less than Captain and recognize his existing tenure and seniority as it would have been on November 1, 2017, in compliance with N.J.S.A. 40A:65-8(b);
- b. Franklin Township must to hire Plaintiffs Kevin Przybyszewski, Jeffrey Schaw, Jr. and John Conway as Patrol Officers and recognize their existing tenure, salary and seniority as it would have been on November 1, 2017, in compliance with N.J.S.A. 40A:65-8, *et seq.*;
- c. Defendants must make Plaintiffs whole for all the losses they have suffered and continue to suffer to include lost wages, benefits, insurance and pension coverage and any other fringe benefits of their employment had the Shared Services Act been properly followed and had Plaintiffs been hired by Franklin Township effective November 1, 2017; and
- d. Enjoining Defendant Township of Franklin from its current attempt to hiring police officers to allow the Township of Franklin to hire Plaintiff officers and recognize their existing tenure, salary and seniority pursuant to the Shared Services Agreement.

- E. For an award of attorneys' fees, interest and costs of suit to Plaintiffs; and
- F. For such other relief as the Court may deem equitable and just.

COUNT III
CIVIL RIGHTS VIOLATIONS UNDER THE NEW JERSEY CONSTITUTION
(All Plaintiffs v. All Defendants)

87. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

88. The acts committed by the Brough of Newfield under the color of law as set forth herein constitute a violation of Plaintiffs' substantive constitutional rights under the United States and New Jersey Constitutions.

89. Pursuant to the Shared Services Act, each Plaintiff law enforcement officer had a statutorily-protected right to continued employment in the event of a shared services agreement between Newfield Borough and any municipality (N.J.S.A. 40A:65-8, *et seq.*).

90. Pursuant to N.J.S.A. 40A:14-147, *et seq.*, each of the Plaintiff police officers who were permanent members of the Newfield Borough Police Department could only be removed for just cause and only after a written complaint and hearing.

91. As Chief of Police, Seibert's employment was protected under the Police Chief Bill of Rights, N.J.S.A. 40A:14-118, *et seq.*

92. Defendants' conduct in entering into an ISA which resulted in the immediate termination of each Plaintiff violated their to the rights to continued employment as protected by applicable statutes.

93. The actions of the Defendants constitute a violation of law and deprivation of Plaintiffs' constitutional rights, including property interests in their continued employment as

protected by Article I, Paragraph I to the New Jersey Constitution and constitute a violation of the Plaintiff police officers' civil rights.

94. Defendants' conduct was intended to interfere with Plaintiff's employment, privileges and immunities secured to them under statutes and the Constitution of the State of New Jersey.

95. There is no rational or legitimate basis for the ISA between Newfield Borough and Franklin Township, which was based on a repealed statute.

96. Defendants' conduct as complained of herein was motivated by ill will, maliciousness and unlawful purposes.

97. Defendants' actions as complained of here were willful, wanton, malicious, and/or were made in reckless disregard of Plaintiff's civil rights, and Plaintiff is entitled to receive an award of punitive damages.

98. As a direct and proximate result of the Defendants' illegal actions, including but not limited to removal of Plaintiff police officers, Plaintiff police officers have suffered and will continue to suffer emotional distress, humiliation and embarrassment, loss of income and benefits, and will incur future damages if the Defendants are permitted to continue operating under the contract without hiring all of the then-existing Newfield police officers. Further Plaintiff police officers have incurred attorneys' fees and costs in challenging the Defendants' unconstitutional and unlawful acts.

WHEREFORE, Plaintiffs Edward Seibert, Kevin Przybyszewski, Jeffrey Schaw, Jr., and John Conway respectfully demand judgment against Defendants Borough of Newfield and Township of Franklin, and Donald Sullivan, Michael Carrow, Steven Boyle, Scott Miller, Rachel

Zaccaria, Luann Fries, Toni VanCamp, Nancy K. Brent and John Does 1-10, in their official and individual capacities, as follows:

A. Awarding compensatory damages, including damages for emotional distress, and back pay and benefits for any individual Plaintiff officer who has been harmed as a result of Defendants' unlawful acts.

B. Awarding Plaintiffs punitive damages;

C. For an award of attorneys' fees, interest and costs pursuant (N.J.S.A. 10:6-2., *et seq.*); and

D. For such further relief as the Court may deem equitable and just.

COUNT V
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
**(Przybyszewski, Schaw & Conway v. Borough of Newfield,
Donald Sullivan, Michael Carrow, Steve Boyle, Scott Miller,
Rachel Zaccaria, Luann Fires, Toni VanCamp & John Does 1-10)**

99. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

100. As set forth above, Local 122 and Newfield Borough have been parties to a series of collective negotiations agreements, with the most recent Collective Bargaining Agreement running from January 1, 2014 through December 31, 2017 (hereinafter, the "CBA").

101. Beginning on or around May 30, 2017 and continuing through July 28, 2017, Local 122 attempted to actively negotiate a new contract with the Newfield Borough councilmembers, on behalf of officers the Newfield Police Department.

102. By engaging in contract negotiations with no intention of renewing the contract due to the secret negotiations ensuing with the Township of Franklin to abolish the Newfield Police

Department and entered into the ISA, the Defendants breached the implied covenant of good faith and fair dealing that is inherent in every contract.

103. As a result, Plaintiffs Przybyszewski, Schaw and Conway have suffered pecuniary losses as set forth herein.

WHEREFORE, Plaintiffs Kevin Przybyszewski, Jeffrey Schaw, Jr. and John Conway respectfully demand judgment against Defendants Borough of Newfield, Don Sullivan, Michael Carrow, Steven Boyle, Scott Miller, Rachel Zaccaria, Luann Fries, Toni VanCamp and John Does 1-10, in their official and individual capacities, as follows:

- A. For an award of compensatory damages to Plaintiffs;
- B. For an award of punitive damages to Plaintiffs;
- C. For an award of attorneys' fees, interest and costs; and
- D. For such further relief as the Court may deem equitable and just.

COUNT VI
BREACH OF CONTRACT
(Seibert v. Borough of Newfield)

104. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

105. Seibert was the Police Chief of the Newfield Police Department.

106. Seibert had a valid employment contract with the Borough of Newfield to hold the position of Police Chief from January 1, 2016 through December 31, 2019.

107. The contract was to be in full force and effect as January 1, 2016 and was to remain in effect to and including December 31, 2019.

108. Said contract was to remain in force until such time as it was re-negotiated by the parties.

109. The terms of the contract, the contract was to be governed specifically by N.J.S.A. 40A:14-118, 40A:14-128, and 40A:14-147, *et seq.*

110. Pursuant to the contract, Seibert's salary for the length of the contract was set forth in Schedule A of the contract which reads as follows:

Year 2016	\$78,506.19
Year 2017	\$80,076.31
Year 2018	\$81,667.83
Year 2019	\$83,311.38

111. By adopting Resolution #R-67-17 and Ordinance #2017-7, the Borough of Newfield breached its contract with Siebert.

112. In breaching the contract, Defendants have caused Plaintiff Seibert to suffer substantial economic losses.

WHEREFORE, Plaintiff Edward Seibert respectfully demands judgment against Defendant Borough of Newfield as follows:

- A. Compelling Newfield Borough to pay Seibert the full amount of the salary due him under the contract for the remainder of 2017 and for years 2018 and 2019;
- B. Compelling Newfield Borough to compensate Seibert for the value of the benefits he lost as a result of the Borough's breach of the contract with Seibert;
- C. For an award of attorneys' fees, interest and costs of suit; and
- D. For such further relief as the Court may deem equitable and just.

Date: November 2, 2018

THE VIGILANTE LAW FIRM, P.C.
Attorneys for Plaintiff
By: /s/ Jacqueline M. Vigilante
Jacqueline M. Vigilante, Esquire

DEMAND FOR TRIAL BY JURY

Demand is hereby made by Plaintiffs for a trial by jury as to all issues on this cause of action.

DESIGNATION OF TRIAL COUNSEL

In accordance with Rule 4:25-4, Allan E. Richardson, Esquire of Richardson Employment and Civil Rights Law, LLC is hereby designated as trial counsel for the Plaintiffs in the above matter.

CERTIFICATION

I hereby certify that the matter in controversy in this action is not the subject of any other action pending in any other court or of a pending arbitration proceeding and no other action or arbitration proceeding is contemplated. I further certify that I am unaware of any other persons who should be named as parties in this action.

Date: November 2, 2018

THE VIGILANTE LAW FIRM, P.C.
Attorneys for Plaintiff
By: /s/ Jacqueline M. Vigilante
Jacqueline M. Vigilante, Esquire

VERIFICATION

I, Edward Seibert, do hereby certify that:

1. I am a Plaintiff/Petitioner in the foregoing Complaint.
2. The allegations of the Complaint are true to the best of my knowledge, information and belief.
3. The Complaint is made in truth and in good faith and without collusion for the causes set forth therein.
4. To the best of my knowledge and belief, this matter in controversy is not subject of any other action pending in any Court or of a pending Arbitration proceeding, nor is any such proceeding contemplated at this time.
5. To the best of my knowledge and belief, there are no other parties who must be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 10/25/18


EDWARD SEIBERT

VERIFICATION

I, Kevin Przybyszewski, do hereby certify that:

1. I am a Plaintiff/Petitioner in the foregoing Complaint.
2. The allegations of the Complaint are true to the best of my knowledge, information and belief.
3. The Complaint is made in truth and in good faith and without collusion for the causes set forth therein.
4. To the best of my knowledge and belief, this matter in controversy is not subject of any other action pending in any Court or of a pending Arbitration proceeding, nor is any such proceeding contemplated at this time.
5. To the best of my knowledge and belief, there are no other parties who must be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 10/30/18


KEVIN PRZBYSZEWSKI

VERIFICATION

I, Jeffrey Schaw, Jr., do hereby certify that:

1. I am a Plaintiff/Petitioner in the foregoing Complaint.
2. The allegations of the Complaint are true to the best of my knowledge, information and belief.
3. The Complaint is made in truth and in good faith and without collusion for the causes set forth therein.
4. To the best of my knowledge and belief, this matter in controversy is not subject of any other action pending in any Court or of a pending Arbitration proceeding, nor is any such proceeding contemplated at this time.
5. To the best of my knowledge and belief, there are no other parties who must be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:


JEFFREY SCHAW, JR.

VERIFICATION

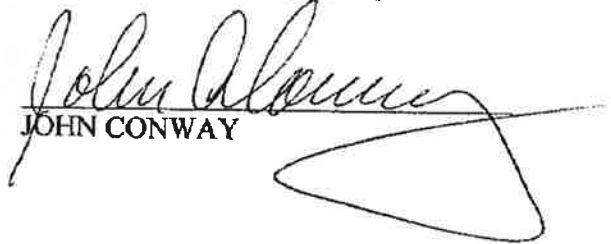
I, John Conway, do hereby certify that:

1. I am a Plaintiff/Petitioner in the foregoing Complaint.
2. The allegations of the Complaint are true to the best of my knowledge, information and belief.
3. The Complaint is made in truth and in good faith and without collusion for the causes set forth therein.
4. To the best of my knowledge and belief, this matter in controversy is not subject of any other action pending in any Court or of a pending Arbitration proceeding, nor is any such proceeding contemplated at this time.
5. To the best of my knowledge and belief, there are no other parties who must be joined in this action.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

10/25/18


JOHN CONWAY

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company
201 Concourse Blvd., Suite 260
Glen Allen, Virginia 23059-5643

SunTrust
64-79/611
ACH RT: 061000104

08549

30-DEC-2019

PAY TO THE ORDER OF The Vigilante Law firm in trust

\$ \$62,500.00

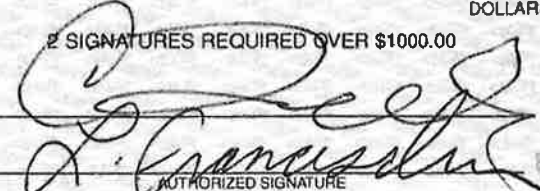
*** SIXTY TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS ***

DOLLARS

The Vigilante Law firm in trust
for John Conway
99 North Main Street
Mullica Hall, NJ 08062

MEMO

2 SIGNATURES REQUIRED OVER \$1000.00


AUTHORIZED SIGNATURE

⑈008549⑈ ⑆061100790⑆ 1000189650897⑈

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company

08549

Check Batch Number: 129054
Check Sequence: 3

DATE 30-DEC-2019 Summit Risk Services, Inc. (QBE)
VENDOR 0732 The Vigilante Law firm in trust

INV DATE	INV NO.	AMOUNT	PAID	REFERENCE
30-DEC-2019	12-30-19	\$ 62,500.00	\$ 62,500.00	QM-1302
TOTAL		\$ 62,500.00	\$ 62,500.00	

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company

08549

PAYMENT
RECORD

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7
2

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company
 201 Concourse Blvd., Suite 260
 Glen Allen, Virginia 23059-5643

SunTrust
 64-79/611
 ACH RT: 061000104

08547

30-DEC-2019

PAY TO THE
 ORDER OF The Vigilante Law Firm in trust for

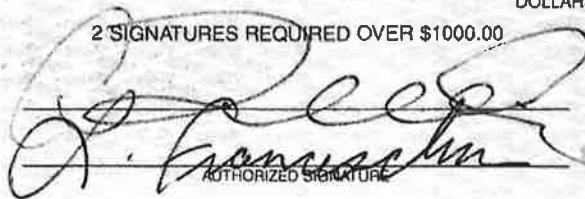
\$ \$37,500.00

*** THIRTY SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS ***

DOLLARS

The Vigilante Law Firm in trust for
 Jeffery Schaw, Jr.
 99 North Main Street
 Mullica Hall, NJ 08062

2 SIGNATURES REQUIRED OVER \$1000.00



AUTHORIZED SIGNATURE

MEMO

⑈008547⑈ ⑆061100790⑆ 1000189650897⑈

Apex Insurance Agency, Inc. DBA Summit Risk Services
 FBO QBE Specialty Insurance Company

08547

Check Batch Number: 129054
 Check Sequence: 1

DATE 30-DEC-2019 Summit Risk Services, Inc. (QBE)
 VENDOR 0731 The Vigilante Law Firm in trust for

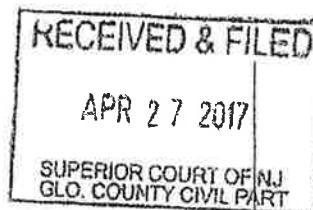
INV DATE	INV NO.	AMOUNT	PAID	REFERENCE
30-DEC-2019	12-30-19	\$ 37,500.00	\$ 37,500.00	QM-1302
TOTAL		\$ 37,500.00	\$ 37,500.00	

Apex Insurance Agency, Inc. DBA Summit Risk Services
 FBO QBE Specialty Insurance Company

08547

PAYMENT
 RECORD

BLANEY & KARAVAN, P.C.
Frank Guaracini, III, Esq.
Attorney ID: 022352005
2123 Dune Drive, Suite 11
Avalon, New Jersey 08202
Phone: (609) 435-5368
Fax: (609) 435-5473
Attorneys for Plaintiff, Rene' Pistilli-Leopardi



RENE' PISTILLI-LEOPARDI Plaintiff, v. HARRY KENNEDY; JOHN DOE 1-10 (fictitious parties); and ABC ENTITY 1-10 (fictitious parties), jointly, severally, and/or in the alternative, Defendants	SUPERIOR COURT OF NEW JERSEY LAW DIVISION GLOUCESTER COUNTY Docket No.: <i>L-515-17</i> <i>Civil Action</i> COMPLAINT AND DEMAND FOR JURY TRIAL
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Plaintiff, Rene' Pistilli-Leopardi (hereinafter, "Pistilli-Leopardi"), residing at 2787 East Grant Avenue, Williamstown, in Township of Franklin, County of Gloucester, and State of New Jersey, by way of Complaint against Defendant, Harry Kennedy (hereinafter, "Kennedy"), says:

THE PARTIES

1. Pistilli-Leopardi is an individual residing at 2787 East Grant Avenue, Williamstown, in Township of Franklin, County of Gloucester, and State of New Jersey.
2. At all times relevant, Pistilli-Leopardi was an employee of the County of Gloucester. Pistilli-Leopardi was also the Chairman of the Franklin

Township Democratic Executive Committee, the purpose of which is to support the Democratic party and nominate candidates for office.

3. Kennedy is an individual residing at 1578 Fries Mill Road, Township of Franklin, County of Gloucester, and State of New Jersey.
4. Defendants, John Doe 1-10 and ABC Entity 1-10, are fictitious names for presently unknown individuals and/or business or government entities involved in illegal and improper conduct described herein.

STATEMENT OF FACTS

5. At all times relevant to this action, Kennedy maintained an account with the popular social media networking service Facebook, on which he was able to create a profile, upload photos and video, send messages to other users, and post comments to his profile and other profiles. Kennedy designated his account as "public", allowing both members and nonmembers of the service to view his profile, posts, and comments.
6. Kennedy had approximately 100 other Facebook users designated as "friends" on his account. Facebook friends see each other's posts in their "News Feed". News Feed is a constantly updating list of stories in a user's home page, and includes status updates, photos, videos, comments, and other posts.
7. Kennedy is also a member of the Facebook "group" "Franklin Township Residents". A group provides a space for Facebook members to communicate about shared interests. Posts to this group are private and

may only be viewed by members of the group. A Facebook user must be approved by other group members in order to join the Franklin Township Residents group. Approximately 3,000 Facebook users are members of the Franklin Township Residents group.

8. On or about May 4, 2016, Kennedy posted and published the following to his public online Facebook profile:

"I have already received responses to my inquiries regarding voting irregularities. One request I made was in regard to county employees campaigning while they are being paid. I only have first-hand knowledge of one such employee Rene Leopardi. Any perusal of records and external video will confirm this inappropriate use of time. Rene is great at what she does with absentee ballots. She should just do it on her own time. Not on the backs on taxpayers."

9. On or about May 14, 2016, Kennedy also posted and published the following to the Franklin Township Residents group on Facebook:

"Rene, it is a felony to request a job based on doing a political favor. Just thought you should know."

10. The statements made by Kennedy were false. Pistilli-Leopardi did not "campaign while being paid" by her employer, did not commit a felony, and did not "request a job based on doing a political favor".
11. Kennedy's statements were made with actual malice, with knowledge that the statements were false, or with reckless disregard of whether they were false or not.

12. The statements made by Kennedy were major misrepresentations of Pistilli-Leopardi's character, and of a character highly offensive to a reasonable person.
13. Kennedy's statements were viewed by other users on Facebook, by Harry Kennedy's Facebook friends, by members of the Franklin Township Residents group, and/or the general public.
14. Kennedy's statements have impaired, harmed, and damaged Pistilli-Leopardi's reputation and public image in the eyes of the community and/or have deterred others from associating with her, and have caused her personal humiliation, mental anguish and suffering.

COUNT ONE
LIBEL AND LIBEL PER SE

15. Plaintiff, Rene' Pistilli-Leopardi, repeats the allegations set forth in the proceeding paragraphs and incorporates the same herein as if repeated at length.
16. Kennedy's statements were defamatory in that they were false, communicated to third persons, and lowered Pistilli-Leopardi's reputation in the estimation of the community and/or deterred third persons from associating with her.
17. Kennedy's defamatory statements constituted libel per se in that they were published in writing and accused Pistilli-Leopardi of committing a criminal offense.

18. As a direct and proximate result of the conduct of Kennedy, Pistilli-

Leopardi has been and will continue to be damaged.

19. Kennedy's statements were made with actual malice, thus entitling

Pistilli-Leopardi to punitive damages.

WHEREFORE, Plaintiff, Rene' Pistilli-Leopardi, demands Judgement against Defendant, Harry Kennedy, for compensatory damages, punitive damages, nominal damages, attorney fees, costs of suit, and such other relief the Court feels equitable and just.

COUNT TWO
FALSE LIGHT INVASION OF PRIVACY

20. Plaintiff, Rene' Pistilli-Leopardi, repeats the allegations set forth in the proceeding paragraphs and incorporates the same herein as if repeated at length.

21. Kennedy gave publicity to an untrue matter involving Pistilli-Leopardi that placed her before the public, her peers, and the community, in a false light in a manner highly offensive to a reasonable person.

22. As a direct and proximate result of the conduct of Kennedy, Pistilli-Leopardi has been and will continue to be damaged.

23. Kennedy had knowledge and/or acted with reckless disregard as to the falsity of the publicized mater, as well as the false light in which Pistilli-Leopardi was placed, thus entitling Pistilli-Leopardi to punitive damages.

WHEREFORE, Plaintiff, Rene' Pistilli-Leopardi, demands Judgement against Defendant, Harry Kennedy, for compensatory damages, punitive damages, attorney fees, costs of suit, and such other relief the Court feels equitable and just.

COUNT THREE
FICTITIOUS PARTIES

24. Plaintiff, Rene' Pistilli-Leopardi, repeats the allegations set forth in the proceeding paragraphs and incorporates the same herein as if repeated at length.

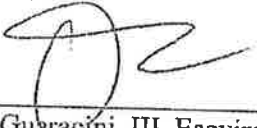
25. Kennedy was acting as an agent, servant, or employee of Defendants, John Doe 1-10 and/or ABC Entity 1-10. Defendants, John Doe 1-10 and ABC Entity 1-10 are therefore liable to Pistilli-Leopardi under the legal principle of respondeat superior.

26. John Doe 1-10 and ABC Entity 1-10 also published or posted the statements set forth above.

27. Said statements were made with actual malice, with knowledge that the statements were false, or with reckless disregard of whether they were false or not, thus entitling Pistilli-Leopardi to punitive damages.

WHEREFORE, Plaintiff, Rene' Pistilli-Leopardi, demands Judgement against Defendants, John Doe 1-10 and ABC Entity 1-10, for compensatory damages, punitive damages, nominal damages, attorney fees, costs of suit, and such other relief the Court feels equitable and just.

BLANEY & KARAVAN, P.C.
Attorney for Plaintiff, Rene' Pistilli-
Leopardi

By: 
Frank Guaracini, III, Esquire

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

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

CERTIFICATION PURSUANT TO RULE 4:5-1

I, Frank Guaracini, III, Esq., hereby certify that I am an attorney at law licensed to practice in the State of New Jersey; that I am the attorney for Plaintiff in the foregoing matter; and that the subject matter in the foregoing action is not currently the subject of any other action or arbitration proceeding currently pending before this or any other Court in the State of New Jersey.

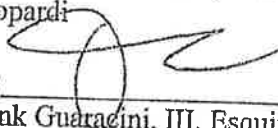
DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Frank Guaracini, III, Esq., is hereby designated as trial counsel in the above matter.

DEMAND FOR JURY TRIAL

A trial by jury is hereby demanded on all issues, in accordance with the Rules of Court.

BLANEY & KARAVAN, P.C.
Attorney for Plaintiff, Rene' Pistilli-
Leopardi

By: 
Frank Guaracini, III, Esquire

Arykah A. Trabosh, Esquire
Attorney No. 00411-2009
SCHORR & ASSOCIATES, P.C.
5 Split Rock Drive
Cherry Hill, New Jersey 08003
Phone: 856.874.9090
Facsimile 856.874.9080
Attorneys for the Plaintiff

DEANNA TYCIAK

Plaintiff,
v.

FRANKLIN TOWNSHIP, CHARLIE
BOSCO; and JOHN DOES 1-10 (fictitious
names of entities and/or individuals whose
identities are presently unknown), individually,
jointly, severally and/or in the alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: GLOUCESTER COUNTY

DOCKET NO.: GLO-L-

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff, Deanna Tyciak (hereinafter "Plaintiff"), by and through her attorneys alleges as follows:

THE PARTIES

1. Plaintiff is an individual residing in Franklinville, Gloucester County, New Jersey.
2. Defendant Franklin Township ("Franklin") is at all times a public body operating in Gloucester County, New Jersey.
3. Defendant Charlie Bosco is and was, at all relevant times herein, the Director of Public Works for Franklin Township.

COUNT ONE
DISCRIMINATION, HARASSMENT, AND HOSTILE WORK ENVIRONMENT, ON
THE BASIS OF SEXUAL HARASSMENT
Violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 *et seq.*

4. Plaintiff repeats, reiterates, and incorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.
5. Plaintiff has been employed as an administrative assistant with Franklin since February 17, 2015.
6. In January 2017, Defendant Bosco was rehired by Franklin and Plaintiff became his administrative assistant.
7. Bosco has the authority to control the terms and conditions of Plaintiff's employment and he exercised said authority.
8. Plaintiff is the only female in her department.
9. Prior to becoming employed with Franklin in 2017, Bosco had previously been employed by Franklin for several years and was terminated in or about 2008.
10. Upon information and belief, Bosco has previously been terminated Bosco due to official misconduct.
11. Franklin was aware of Bosco's employment history at the time of his re-hire.
12. Immediately upon becoming Plaintiff's supervisor, Bosco began subjecting Plaintiff to a hostile work environment due to sexual harassment.

14. Instances of sexual harassment by Mr. Bosco include, but are not limited to:
- a. Bosco has told Plaintiff that he has sex with all of his secretaries and that she should similarly have sex with him;
 - b. Bosco has told Plaintiff that he used to have sex with a former boss of his and then told Plaintiff that he has a desk in his office that they can have sex on;
 - c. Bosco has told Plaintiff that if she will just have sex with him that her life at work will be easier;
 - d. Bosco has on occasion, slapped Plaintiff's buttocks with a ruler;
 - e. Bosco has repeatedly told Plaintiff about his sexual conquests;
 - f. Bosco has repeatedly grabbed Plaintiff by her waist and rubbed his body and groin against her backside;
 - g. Bosco has, on several occasions, come up behind Plaintiff and rubbed her shoulders;
 - h. Bosco has routinely used crude and vulgar language in Plaintiff's presence;
 - i. During a meeting with several other male employees, Mr. Bosco grabbed Plaintiff by the back of the head and forced her face into his lap and groin area, and her face touched his penis on the outside of his clothing, and he joked that she should give him a blowjob while she was down there;
 - j. Bosco has routinely grabbed Plaintiff by her ponytail and said that it is a "good holding knob";
 - k. On one occasion he grabbed her breast while pressing his groin into her buttocks;

- l. Bosco routinely hovers over Plaintiff when she is at her desk and stands so close that his body is pressed against hers;
 - m. On a daily basis Bosco would say to Plaintiff's male co-workers, "damn look at that body" whenever Plaintiff would enter a room;
 - n. Bosco routinely makes comments to male employees about Plaintiff's body;
 - o. Bosco has pulled Plaintiff's ponytail back and forth while making sexual "grunting" noises;
 - p. On one occasion, Plaintiff complained to Franklin that Bosco was using the ladies room. Plaintiff is the only female in the office and did not want to share the women's room with her sexual harasser. When Bosco was advised not to use the ladies room any longer, he went into he ladies room and urinated all over the bathroom, including the wall, so Plaintiff couldn't use the ladies room. Thereafter, Bosco declared the ladies room was unisex;
 - q. Bosco has routinely told male employees that he wants to have sex with Plaintiff;
 - r. Bosco has told Plaintiff that his penis was brown like an Italian, not white and asked if she liked that; and
 - s. Bosco installed a camera directly above Plaintiff's desk for the purpose of watching her.
15. Plaintiff repeatedly let Bosco know that his conduct was unwelcome and repeatedly told him to stop his advances and to stop touching her body.
16. Bosco ignored Plaintiff's objections and continued to sexually harass her on a daily basis.

17. The conduct complained of by Plaintiff was severe and pervasive enough to make a reasonable woman believe that the terms and conditions of her employment was altered, and that the working environment was hostile and abusive due to sexual harassment.
18. Bosco's conduct did, in fact, make Plaintiff believe that the conditions of her employment were altered and that the working environment was hostile and abusive due to sexual harassment.
19. Bosco has told Plaintiff on several occasions that if she would just sleep with him that her life at work would be easier.
20. Because Plaintiff objected to Bosco's sexual advances, Bosco demoted Plaintiff and cut her hours.
21. The willful and deliberate acts of Bosco were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against Defendants.
22. The Defendant Employer delegated to Defendant Bosco the actual authority to control the terms and conditions of Plaintiff's employment and Defendant Bosco exercised said authority.
23. The willful participation of Defendant Franklin's upper management justifies the imposition of strict liability upon Defendant Franklin.
24. Defendant Bosco aided and abetted Defendant Employer in discriminating against Plaintiff, and therefore Defendant Bosco is individually liable for his actions.
25. By sexually harassing Plaintiff, the Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

26. Defendants' acts were performed with malice and a reckless indifference to Plaintiff's protected rights.
27. As a result of Defendants' intentional and outrageous actions toward Plaintiff, as detailed in the previous paragraphs of this Complaint, Plaintiff has suffered, and continues to suffer, embarrassment, humiliation, monetary, emotional, reputational, physical and other personal injuries.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, severally and alternatively, for compensatory damages including damages for emotional distress, physical injury, loss of reputation and other personal injury, back pay, front pay, consequential damages, punitive damages, pre- and post-judgment interest, reinstatement, enhancement for tax consequences, reasonable attorneys' fees enhanced under the NJLAD, costs of suit, and any other relief this Court deems just.

COUNT TWO
RETALIATION FOR COMPLAINING ABOUT SEXUAL HARASSMENT
Violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-12(d)

28. Plaintiff repeats, reiterates, and incorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.
29. Plaintiff objected to Defendant Bosco's sexual advances and complained constantly to Bosco about his conduct.
30. As a direct and proximate result of Plaintiff's objections to Bosco's sexual harassment and demands, Bosco took retaliatory action against her including, but not limited to:
- a. Screaming and yelling at Plaintiff;
 - b. Cutting Plaintiff's hours from full-time to part-time;

- c. Changing Plaintiff's title;
 - d. Installing a camera right above her desk;
 - e. Calling Plaintiff a dumb blonde;
 - f. Calling Plaintiff a bitch; and
 - g. Intensifying his sexual harassment toward her.
31. By retaliating against Plaintiff based on her complaints of sexual harassment and refusal to engage in a sexual relationship, Defendant Bosco violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1(d).
32. The Defendant Employer delegated to Defendant Bosco the actual authority to control the terms and conditions of Plaintiff's employment and Defendant Bosco exercised said authority.
33. Defendant Bosco aided and abetted Defendant Employer in discriminating against Plaintiff, and therefore Defendant Bosco is individually liable for his actions.
34. The willful and deliberate discriminatory acts of Defendants were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against Defendants.
35. The willful participation of Defendant Franklin's upper management justifies the imposition of strict liability upon Defendant Franklin.
36. Defendants' acts were performed with malice and a reckless indifference to the Plaintiff's protected rights.
37. As a result of Defendants' intentional and outrageous actions toward Plaintiff, as detailed in the previous paragraphs of this Complaint, Plaintiff has suffered, and continues to

suffer, embarrassment, humiliation, monetary, emotional, reputational, physical and other personal injuries.

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COUNT THREE
JOHN DOES

38. Plaintiff repeats, re-alleges, and incorporates by reference each and every allegation contained in the previous paragraphs and Counts as if fully set forth herein.
39. Although Plaintiff believes that the acts complained of were performed or caused by the named Defendants, Plaintiff cannot be certain that the named Defendants are the only person(s) or entity(ies) liable for the acts complained of as set forth herein. Therefore, Plaintiff has named John Does 1 - 10, fictitious persons or legal entities as Defendant(s) to this action.
40. As such, the terms "Defendant" or "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s)".

WHEREFORE, Plaintiff demands judgment against the Defendants jointly, severally, and alternatively, for compensatory damages, including financial damages, damages for emotional distress, physical injury, loss of reputation and other personal injury, consequential damages, punitive damages, statutory damages, enhancement for tax consequences, pre- and

post-judgment interest, back pay, front pay or reinstatement, costs of suit and any other relief this Court deems just.

Schorr & Associates, P.C.
Attorneys for the Plaintiff


Arykah A. Trabosh, Esq.

DATED: March 26, 2019

JURY DEMAND

The Plaintiffs demand trial by jury as to all of the triable issues of this complaint pursuant to R. 1:8-1(b) and R. 4:35-1(a).

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

PURSUANT to and R.4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all of part of all of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the Judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all person insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DESIGNATION OF TRIAL COUNSEL

PURSUANT to the provisions of R. 4:25-4 and R. 4:5-1(c), the Court is advised that Alan H. Schorr, Esquire, is hereby designated as trial counsel.

CERTIFICATION OF NO OTHER ACTIONS

PURSUANT to R. 4:5-1, it is stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

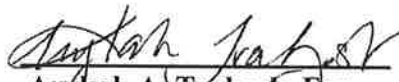
NOTICE OF PRESERVATION AND NON-DESTRUCTION OF EVIDENCE

Please be advised and noticed that the Defendants should refrain from destroying, deleting, disposing, or altering any potential evidence in its possession which could relate in any way to this matter. Please be advised and noticed that this includes any and all hard-copy and electronic evidence. Electronic evidence includes, but is not limited to the hard drives on any and all computers, mobile devices, and/or servers. To that end:

- A. Defendants should not initiate any procedures which would alter, modify, delete, or overwrite any active, deleted, or fragmented files. Such procedures may include, but are not limited to: saving new files to existing drives; installing new software or operating systems; running data compression and disk defragmentation (optimization) routines; and/or the use of any program which permanently deletes, overwrites, or modifies files or drives.

- B. Defendants should remove from rotation and/or use any software or electronic hardware, including backup drives and servers, which may contain any relevant electronic information.
- C. Defendants should retain all electronic hardware that would otherwise be destroyed or removed from the possession of Defendants due to failure, upgrade, and/or lease expiration if such hardware may contain any relevant electronic data.

Schorr & Associates, P.C.
Attorneys for the Plaintiff


Arykah A. Trabosh, Esq.

DATED: March 26, 2019

Arykah A. Trabosh, Esquire
Attorney No. 00411-2009
SCHORR & ASSOCIATES, P.C.
5 Split Rock Drive
Cherry Hill, New Jersey 08003
Phone: 856.874.9090
Facsimile 856.874.9080
Attorneys for the Plaintiff

DEANNA TYCIAK

Plaintiff,
v.

FRANKLIN TOWNSHIP, CHARLIE
BOSCO; and JOHN DOES 1-10 (fictitious
names of entities and/or individuals whose
identities are presently unknown), individually,
jointly, severally and/or in the alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: GLOUCESTER COUNTY

DOCKET NO.: GLO-L-377-19

CIVIL ACTION

**AMENDED COMPLAINT AND JURY
DEMAND**

Plaintiff, Deanna Tyciak (hereinafter "Plaintiff"), by and through her attorneys alleges as follows:

THE PARTIES

1. Plaintiff is an individual residing in Franklinville, Gloucester County, New Jersey.
2. Defendant Franklin Township ("Franklin") is at all times a public body operating in Gloucester County, New Jersey.
3. Defendant Charlie Bosco is and was, at all relevant times herein, the Director of Public Works for Franklin Township.

COUNT ONE
DISCRIMINATION, HARASSMENT, AND HOSTILE WORK ENVIRONMENT, ON
THE BASIS OF SEXUAL HARASSMENT
Violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 *et seq.*

4. Plaintiff repeats, reiterates, and incorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.
5. Plaintiff has been employed as an administrative assistant with Franklin since February 17, 2015.
6. In January 2017, Defendant Bosco was rehired by Franklin and Plaintiff became his administrative assistant.
7. Bosco has the authority to control the terms and conditions of Plaintiff's employment and he exercised said authority.
8. Plaintiff is the only female in her department.
9. Prior to becoming employed with Franklin in 2017, Bosco had previously been employed by Franklin for several years and was terminated in or about 2008.
10. Upon information and belief, Bosco has previously been terminated due to official misconduct.
11. Franklin was aware of Bosco's employment history at the time of his re-hire.
12. Immediately upon becoming Plaintiff's supervisor, Bosco began subjecting Plaintiff to a hostile work environment due to sexual harassment.

13. Instances of sexual harassment by Mr. Bosco include, but are not limited to:
- a. Bosco has told Plaintiff that he has sex with all of his secretaries and that she should similarly have sex with him;
 - b. Bosco has told Plaintiff that he used to have sex with a former boss of his and then told Plaintiff that he has a desk in his office that they can have sex on;
 - c. Bosco has told Plaintiff that if she will just have sex with him that her life at work will be easier;
 - d. Bosco has on occasion, slapped Plaintiff's buttocks with a ruler;
 - e. Bosco has repeatedly told Plaintiff about his sexual conquests;
 - f. Bosco has repeatedly grabbed Plaintiff by her waist and rubbed his body and groin against her backside;
 - g. Bosco has, on several occasions, come up behind Plaintiff and rubbed her shoulders;
 - h. Bosco has routinely used crude and vulgar language in Plaintiff's presence;
 - i. During a meeting with several other male employees, Mr. Bosco grabbed Plaintiff by the back of the head and forced her face into his lap and groin area, and her face touched his penis on the outside of his clothing, and he joked that she should give him a blowjob while she was down there;
 - j. Bosco has routinely grabbed Plaintiff by her ponytail and said that it is a "good holding knob";
 - k. On one occasion he grabbed her breast while pressing his groin into her buttocks;

- l. Bosco routinely hovers over Plaintiff when she is at her desk and stands so close that his body is pressed against hers;
 - m. On a daily basis Bosco would say to Plaintiff's male co-workers, "damn look at that body" whenever Plaintiff would enter a room;
 - n. Bosco routinely makes comments to male employees about Plaintiff's body;
 - o. Bosco has pulled Plaintiff's ponytail back and forth while making sexual "grunting" noises;
 - p. On one occasion, Plaintiff complained to Franklin that Bosco was using the ladies room. Plaintiff is the only female in the office and did not want to share the women's room with her sexual harasser. When Bosco was advised not to use the ladies room any longer, he went into he ladies room and urinated all over the bathroom, including the wall, so Plaintiff couldn't use the ladies room. Thereafter, Bosco declared the ladies room was unisex;
 - q. Bosco has routinely told male employees that he wants to have sex with Plaintiff;
 - r. Bosco has told Plaintiff that his penis was brown like an Italian, not white and asked if she liked that; and
 - s. Bosco installed a camera directly above Plaintiff's desk for the purpose of watching her.
14. Plaintiff repeatedly let Bosco know that his conduct was unwelcome and repeatedly told him to stop his advances and to stop touching her body.
15. Plaintiff did not believe that she could seek effective assistance from the Township due to nepotism in upper management.

16. Bosco ignored Plaintiff's objections and continued to sexually harass her on a daily basis.
17. The conduct complained of by Plaintiff was severe and pervasive enough to make a reasonable woman believe that the terms and conditions of her employment was altered, and that the working environment was hostile and abusive due to sexual harassment.
18. Bosco's conduct did, in fact, make Plaintiff believe that the conditions of her employment were altered and that the working environment was hostile and abusive due to sexual harassment.
19. Bosco has told Plaintiff on several occasions that if she would just sleep with him that her life at work would be easier.
20. Because Plaintiff objected to Bosco's sexual advances, Bosco demoted Plaintiff and cut her hours.
21. The willful and deliberate acts of Bosco were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against Defendants.
22. The Defendant Employer delegated to Defendant Bosco the actual authority to control the terms and conditions of Plaintiff's employment and Defendant Bosco exercised said authority.
23. The willful participation of Defendant Franklin's upper management justifies the imposition of strict liability upon Defendant Franklin.
24. Defendant Bosco aided and abetted Defendant Employer in discriminating against Plaintiff, and therefore Defendant Bosco is individually liable for his actions.
25. By sexually harassing Plaintiff, the Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

26. Defendants' acts were performed with malice and a reckless indifference to Plaintiff's protected rights.
27. As a result of Defendants' intentional and outrageous actions toward Plaintiff, as detailed in the previous paragraphs of this Complaint, Plaintiff has suffered, and continues to suffer, embarrassment, humiliation, monetary, emotional, reputational, physical and other personal injuries.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, severally and alternatively, for compensatory damages including damages for emotional distress, physical injury, loss of reputation and other personal injury, back pay, front pay, consequential damages, punitive damages, pre- and post-judgment interest, reinstatement, enhancement for tax consequences, reasonable attorneys' fees enhanced under the NJLAD, costs of suit, and any other relief this Court deems just.

COUNT TWO
RETALIATION FOR COMPLAINING ABOUT SEXUAL HARASSMENT
Violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:5-12(d)

28. Plaintiff repeats, reiterates, and incorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.
29. Plaintiff objected to Defendant Bosco's sexual advances and complained constantly to Bosco about his conduct.
30. As a direct and proximate result of Plaintiff's objections to Bosco's sexual harassment and demands, Bosco took retaliatory action against her including, but not limited to:
 - a. Screaming and yelling at Plaintiff;
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- c. Changing Plaintiff's title;
 - d. Installing a camera right above her desk;
 - e. Calling Plaintiff a dumb blonde;
 - f. Calling Plaintiff a bitch; and
 - g. Intensifying his sexual harassment toward her.
31. By retaliating against Plaintiff based on her complaints of sexual harassment and refusal to engage in a sexual relationship, Defendant Bosco violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1(d).
32. The Defendant Employer delegated to Defendant Bosco the actual authority to control the terms and conditions of Plaintiff's employment and Defendant Bosco exercised said authority.
33. Defendant Bosco aided and abetted Defendant Employer in discriminating against Plaintiff, and therefore Defendant Bosco is individually liable for his actions.
34. The willful and deliberate discriminatory acts of Defendants were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against Defendants.
35. The willful participation of Defendant Franklin's upper management justifies the imposition of strict liability upon Defendant Franklin.
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COUNT THREE
JOHN DOES

38. Plaintiff repeats, re-alleges, and incorporates by reference each and every allegation contained in the previous paragraphs and Counts as if fully set forth herein.
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40. As such, the terms "Defendant" or "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s)".

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post-judgment interest, back pay, front pay or reinstatement, costs of suit and any other relief this Court deems just.

Schorr & Associates, P.C.
Attorneys for the Plaintiff


Arykah A. Trabosh, Esq.

DATED: March 26, 2019

JURY DEMAND

The Plaintiffs demand trial by jury as to all of the triable issues of this complaint pursuant to R. 1:8-1(b) and R. 4:35-1(a).

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

PURSUANT to and R.4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all of part of all of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the Judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all person insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DESIGNATION OF TRIAL COUNSEL

PURSUANT to the provisions of R. 4:25-4 and R. 4:5-1(c), the Court is advised that Alan H. Schorr, Esquire, is hereby designated as trial counsel.

CERTIFICATION OF NO OTHER ACTIONS

PURSUANT to R. 4:5-1, it is stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

NOTICE OF PRESERVATION AND NON-DESTRUCTION OF EVIDENCE

Please be advised and noticed that the Defendants should refrain from destroying, deleting, disposing, or altering any potential evidence in its possession which could relate in any way to this matter. Please be advised and noticed that this includes any and all hard-copy and electronic evidence. Electronic evidence includes, but is not limited to the hard drives on any and all computers, mobile devices, and/or servers. To that end:

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- B. Defendants should remove from rotation and/or use any software or electronic hardware, including backup drives and servers, which may contain any relevant electronic information.
- C. Defendants should retain all electronic hardware that would otherwise be destroyed or removed from the possession of Defendants due to failure, upgrade, and/or lease expiration if such hardware may contain any relevant electronic data.

Schorr & Associates, P.C.
Attorneys for the Plaintiff


Arykah A. Trabosh, Esq.

DATED: March 26, 2019

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this _____ day of _____, 2020, between DEANNA TYCIAK (referred to herein as "TYCIAK"), plaintiff in that certain civil action (the "Civil Action") pending in the SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, GLOUCESTER COUNTY, and captioned Deanna Tyciak v. Franklin Township, et al., Docket No.: GLO-L-377-19, on the one hand, and the TOWNSHIP OF FRANKLIN on the other hand.

By means of this Agreement, TYCIAK intends to fully and unconditionally release any and all claims she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against the TOWNSHIP OF FRANKLIN, CHARLIE BOSCO; NANCY KENNEDY BRENT (referred to herein collectively as the "FRANKLIN DEFENDANTS"), and each of the FRANKLIN DEFENDANTS' affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, current and former elected officials, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVI below.

I. Consideration

In consideration of the payment of two hundred twenty-five thousand dollars (\$225,000.00) to TYCIAK and her attorneys, Alan H Schorr & Associates, PC, and other good and valuable consideration as further expressed within this Agreement, TYCIAK gives the releases, covenants, representations, and warranties stated herein.

This payment shall be made in checks issued in the following amounts:

- Schorr & Associates, P.C. \$113,920.00
- Deanna Tyciak \$111,080.00

Payment shall be made within thirty (30) days of the complete execution of this Agreement and the approval and ratification of same by the TOWNSHIP OF FRANKLIN governing body.

II. Agreement Respecting Tyciak's Continued Employment

Tyciak is currently employed as Administrative Assistant to the Department of Public Works ("the Position"). Immediately following the Township's approval of this Agreement, Tyciak's hours in the Position shall be increased to a thirty five (35) hour work week. Further, Ms. Tyciak will immediately be eligible to participate in the Township of Franklin's pension and obtain medical benefits. This Agreement, however, is not intended to create a contract of employment between Tyciak and the Township in that she remains an "at-will" employee and nothing within this Agreement shall supersede the provisions of any existing agreement, statutes or regulations pertaining to Tyciak's employment, including but not limited to any collective bargaining agreement, and/or the Township's employee handbook and policies.

III. Covenant to Not Pursue Further Legal Action

TYCIAK hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without costs as to the FRANKLIN DEFENDANTS. TYCIAK shall take no further action against the FRANKLIN DEFENDANTS based upon the matters set forth within TYCIAK's pleadings and/or based upon any other cause of action that TYCIAK may have stemming or originating from TYCIAK's employment with the TOWNSHIP OF FRANKLIN.

IV. General Release

Whereas TYCIAK brought the Civil Action alleging damages for claims as set forth in her pleadings in the Civil Action, including, but not limited to, claims for pain and suffering, embarrassment and humiliation, as well as emotional distress, and in consideration for the terms and conditions set forth herein, TYCIAK, and her heirs, successors and assigns, hereby voluntarily waives, generally releases and discharges Releasees from any and all rights or claims that TYCIAK may have against Releasees, for any and all reasons, including, but not limited to, claims of employment discrimination, retaliation or harassment with regards to any alleged protected category, status or class, including but not limited to political affiliation, political activity, age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever for anything that has happened from the beginning of time to the date that this document is executed. TYCIAK specifically waives any claims which were or could have been set forth in the Civil Action, as well as any rights that TYCIAK may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Equal Pay Law;
- Individuals with Disabilities Education Act;

- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. These claims shall be referred to as the "Released Claims."

V. Release Includes Unknown Claims

- A. TYCIAK understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which she has or may have against the Releasees, individually or collectively.
- B. TYCIAK further acknowledges that she may hereafter discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
- C. TYCIAK represents and acknowledges (i) that she and her attorneys have conducted whatever investigation was deemed necessary by she and her attorneys to ascertain all facts and matters related to this Agreement; (ii) that she has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that she is not relying in any way on any statement or representation by the FRANKLIN DEFENDANTS or their attorneys, except as expressly stated herein, in reaching her decision to enter into this Agreement.
- D. The Released Claims pertain only to anything that has happened up to now. In the event that any Releasee asserts any future complaint, claim or lawsuit against TYCIAK, TYCIAK reserves and preserves all of her rights, claims and defenses against any such future complaint, claim or lawsuit, including the ability to assert any claims not released herein. By way of example, and without limitation, in the event that BOSCO files a complaint against TYCIAK, TYCIAK reserves the right to assert malicious prosecution, abuse of process, or any other claims or counterclaims that might relate to any such claim filed by BOSCO.

VI. No Assignment or Transfer of Released Claims

TYCIAK represents and warrants that as of the Effective Date, TYCIAK has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. TYCIAK hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims

warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VII. No Admission of Liability

TYCIAK understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the FRANKLIN DEFENDANTS as to any matters whatsoever and that the FRANKLIN DEFENDANTS merely intend by this Agreement to avoid further litigation and buy their peace.

VIII. Allocation

TYCIAK seeks to allocate the settlement proceeds received by her towards her claims of bodily injury, pain and suffering and emotional distress. FRANKLIN DEFENDANTS do not object to this. However, the Parties acknowledge that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with TYCIAK's receipt of the settlement proceeds discussed above. Further, TYCIAK understands and agrees that the FRANKLIN DEFENDANTS have not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. TYCIAK agrees that she shall be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any party to pay any such taxes or other withholdings which arise from the payment made hereunder.

TYCIAK further agrees to indemnify the Defendants and hold them harmless from the assessment of any taxes owed by her (along with interest, penalties or other liabilities, including attorneys' fees, related to these taxes) and for any taxes arising out of or with respect to the Settlement Payment.

IX. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by TYCIAK and a duly authorized representative of the TOWNSHIP OF FRANKLIN, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

X. Dismissal

Contemporaneously with the execution of this Agreement, TYCIAK and the FRANKLIN DEFENDANTS, through their respective counsel, shall execute the Stipulations of Dismissal, copies of which are appended hereto as Exhibit A, which shall be filed promptly in the Court in which the Civil Action is pending following disbursement of those amounts set forth in Section I.

XI. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XII. Attorneys' Fees, Costs and Expenses

TYCIAK understands and agrees that the aforesaid payments to her include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented her or with whom she has consulted or who have done anything in connection with the Civil Action and/or the Released Claims.

XIII. Entire Agreement

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

XIV. Understanding

TYCIAK acknowledges and represents that she has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

XV. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. TYCIAK agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the courts of the State of New Jersey.

XVI. Counterparts Acceptable

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

DEANNA TYCIAK

Deanna Tyciak

Date: 1/23/20

Sworn to and subscribed to before me on
this 23 day of January, 2019~~2020~~

Stefanie R. Garofolo
NOTARY PUBLIC

STEFANIE R. GAROFOLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/19/2022

TOWNSHIP OF FRANKLIN

By: John Bruno
John Bruno
Title: Mayor

Date: 1/27/20

Sworn to and subscribed to before me on
this 27 day of Jan, 2019~~2020~~

Barbara Freijomil
NOTARY PUBLIC

BARBARA FREIJOMIL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/23

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company
 201 Concourse Blvd., Suite 260
 Glen Allen, Virginia 23059-5643

SunTrust
 64-79/611
 ACH RT: 061000104

08945

14-FEB-2020

PAY TO THE
 ORDER OF Deanna Tyciak

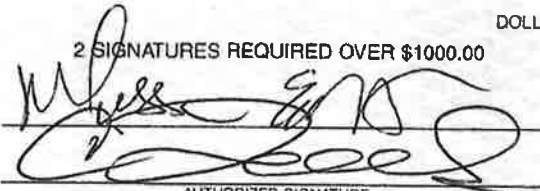
\$ \$111,080.00

*** ONE HUNDRED ELEVEN THOUSAND EIGHTY and 00/100 DOLLARS ***

Deanna Tyciak
 530 Township Line Road
 Franklinville, NJ 08322

2 SIGNATURES REQUIRED OVER \$1000.00

DOLLARS


 AUTHORIZED SIGNATURE

MEMO

⑈008945⑈ ⑆061100790⑆ 1000189650897⑈

Apex Insurance Agency, Inc. DBA Summit Risk Services
 FBO QBE Specialty Insurance Company

08945

Check Batch Number: 132711
 Check Sequence: 10

DATE 14-FEB-2020 Vendor 0780 Deanna Tyciak Summit Risk Services, Inc. (QBE)

INV DATE	INV NO.	AMOUNT	PAID	REFERENCE
14-FEB-2020	2-14-2020	\$ 111,080.00	\$ 111,080.00	QM-1436
TOTAL		\$ 111,080.00	\$ 111,080.00	

Apex Insurance Agency, Inc. DBA Summit Risk Services
 FBO QBE Specialty Insurance Company

08945

PAYMENT
 RECORD

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company
 201 Concourse Blvd., Suite 260
 Glen Allen, Virginia 23059-5643

SunTrust
 64-79/611
 ACH RT: 061000104

08936

14-FEB-2020

PAY TO THE ORDER OF Schorr & Associates, PC

\$ \$113,920.00

*** ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWENTY and 00/100 DOLLARS ***

DOLLARS

Schorr & Associates, PC
 5 Split Rock Drive
 Cherry Hill, NJ 08003

2 SIGNATURES REQUIRED OVER \$1000.00

 AUTHORIZED SIGNATURE

MEMO

⑈008936⑈ ⑆061100790⑆1000189650897⑈

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company

08936

Check Batch Number: 132711
 Check Sequence: 1

DATE 14-FEB-2020 Vendor Summit Risk Services, Inc. (QBE)
 VENDOR 0199 Schorr & Associates, PC

INV DATE	INV NO.	AMOUNT	PAID	REFERENCE
14-FEB-2020	2-14-2020	\$ 113,920.00	\$ 113,920.00	QM-1436
TOTAL		\$ 113,920.00	\$ 113,920.00	

Apex Insurance Agency, Inc. DBA Summit Risk Services
FBO QBE Specialty Insurance Company

08936

PAYMENT
 RECORD

Peter DiPietro
Self-represented
495 South Bluebell Rd.
Vineland, New Jersey
08360

Peter DiPietro,
Plaintiff,

v.

State of New Jersey;
Municipal Township Of
Franklinville;
Municipal Township Of
Franklinville, Building Code
Enforcement;
Steven Rickershauser,
Construction Official,
Individually and in his
Official capacity;
Ed Smith, Inspector,
Individually and in his
Official Capacity;
Franklin Joint Municipal
Court;
Private Prosecutor, John Doe,
Individually and in his
Official capacity;
Judge Joan Sorbello Adams,
Individually and in her
Official capacity;
Elk Joint Municipal Court
Judge Thomas M. North,
Individually and in his
Official Capacity;
Defendants.

: GLOUCESTER COUNTY SUPERIOR COURT
: LAW DIVISION

: Civil Action

: Docket No. GLO-L-1677-13

: COMPLAINT



Superior Court of New Jersey
Gloucester

DEC 02 2013

FINANCE DEPARTMENT
RECEIVED-NOT FILED

Plaintiff Peter DiPietro says:

1. All named defendants has violated Plaintiff's civil
rights as protected by the Constitution and laws of the United

States under 42 U.S.C. §§ 1983, 1985, and 1986 and for violation of 18 USC § 4 - Misprision of felony and Open Public Records Act.

JURISDICTION

1. Gloucester County Superior Court has jurisdiction to hear this matter because the matter transpired within the boundary of the County of Gloucester.

PROCEDURAL HISTORY

1. On or about February 7, 2012 the plaintiff received a "Notice of Violation and Order to Terminate" and "Notice and Order of Penalty" from defendant Township of Franklin Construction Official Steven Rickershauser. Defendant Steven Rickershauser having full knowledge that no Inspection was scheduled or execute on 2/3/12 willfully falsified the "Notice of Violation and Order to Terminate" with intent to initiate a complaint against the plaintiff for alleged "code violation". Defendant Steven Rickershauser also was illegally attempting to accrue penalties of \$2000.00 per week per violations which is four times the legal limit pursuant to N.J.A.C. 5:23-2.31(b)(1).

See exhibit A

2. On or about March 1, 2012 the plaintiff received a "Township of Franklin Uniform Construction Code Enforcement Agency" from defendant Steven Rickershauser. Defendant Steven Rickershauser admits that an inspection was never called

contradicting the "Notice of Violation and Order to Terminate" of February 7, 2012. **See exhibit A**

3. On or about March 12, 2012 the plaintiff received a false complaint and a summons from defendant Steven Rickershausen for violations of N.J.A.C. 5:23 - 2.31(b)4. Defendant Steven Rickershausen knew he falsified the "Notice of Violation and Order to Terminate" in order to file a false and fictitious court proceeding with intent to extort from the plaintiff \$2857.14. **See exhibit A**

4. On April 10, 2012 the plaintiff filed his Motion to Request a Judicial Decision and Demand into the Franklin Municipal Court. The Plaintiff's Motion asserts Common Law Jurisdiction and challenges the constitutionality of the statute.

5. On April 12, 2012 Judge Joan Sorbello Adams refused to hear the plaintiff's motion violating the plaintiff's Due Process and Equal Protection and refusing the plaintiff to be heard under common law jurisdiction. **See exhibit B**

6. On or about May 3, 2012 the plaintiff received an "Official Legal Notice " and a letter from the Elk Joint Municipal Court informing him that the matter is being transferred from Franklin to Elk. **See exhibit B**

7. The plaintiff filed a Motion to Request a Judicial Decision and Demand which challenges the constitutionality of the statute and challenges jurisdiction. Defendant Elk Joint

Municipal Court Judge Thomas M. North refused to hear the plaintiff's motion violating his Due Process and Equal Protection and refusing the plaintiff to be heard under common law jurisdiction, initiated an arrest warrant against the plaintiff without having any jurisdiction. **See exhibit B**

8. On the court appearance of September 12, 2013, having full knowledge that defendant private prosecutor John Doe was going conceal the falsification of the "date of inspection" stated on the "Notice of Violation and Order to Terminate" and also conceal the illegal penalties of \$2000.00 per week per penalty on the same "Notice" and proceed with the action against the plaintiff, defendant Steven Rickershauser illegally accrue penalties to the tune of \$164,285.72. Both defendant Steven Rickershauser and defendant private prosecutor John Doe did conspiring to proceed with an illegal action against plaintiff to extort \$164,285.72. Defendant private prosecutor John Doe had full knowledge that defendant Steven Rickershauser was committing a crime and conspired with that crime. **See exhibit C**

9. On the court appearance of September 12, 2013 the plaintiff's attorney Thomas M. Corrigan and the plaintiff asked Defendant Judge Joan Sorbello Adams to answer the plaintiff's long awaited unanswered Motion. Defendant Judge Joan Sorbello Adams refused again to hear the plaintiff's Motion but also stated on the record that she was not the presiding judge at the

time the Motion was filed into the court. Defendant Judge Joan Sorbello Adams did lie to the plaintiff on the record because the "Transfer to the Elk Joint Municipal Court" of 5/02/2012 shows that Defendant Judge Joan Sorbello Adams was the presiding judge. Defendant Judge Joan Sorbello Adams did commit perjury on the record to further deprive the plaintiff of his Due Process and Equal protection. **See exhibit C**

10. Plaintiff's attorney Thomas M. Corrigan presented to defendant private prosecutor John Doe an "Official Inspection Report" of 6/07/07 by Defendant Inspector Ed Smith that shows that the plaintiff was refused his "certificate of occupancy" for "non" violations of the Building Code. This "Official Inspection Report" is evidence that the plaintiff was not in any code violation on June 7, 2007 and should have been giving his "certificate of occupancy" at that time. This proof shows that both defendant Inspector Ed Smith and defendant Steven Rickershauser did conspire to intentionally and maliciously withhold the plaintiff from acquiring a certificate of occupancy. **See exhibit C**

11. At this point Defendant private prosecutor John Doe has full knowledge that 1) defendant Steven Rickershauser falsified the inspection date of the "Notice of Violation and Order to Terminate"; 2) defendant Steven Rickershauser illegal penalized the plaintiff of \$2000.00 per week per penalty

contrary to N.J.A.C. 5:23-2.31(b)(1); 3) both Defendant Inspector Ed Smith and defendant Steven Rickershauser did conspire to intentionally and maliciously withhold the plaintiff from acquiring a certificate of occupancy; 4) on 1/3/2006 the plaintiff passed his insulation inspections contrary to the "Notice of Violation and Order to Terminate" 5) and on 6/8/2007 plaintiff passed his final fire inspection but still refused to dismiss the case against the plaintiff instead continued to prosecute with intent to force a guilty plea and extort out of the plaintiff \$164,285.72. **See exhibit E**

12. During the action defendant Municipal Township of Franklinville Building Code Enforcement Office and defendant Steven Rickershauser continuously refused to release any and all documents in regards to the permits, violations, and approvals etc. of the construction of plaintiff's property. Defendant Municipal Township of Franklinville Building Code Enforcement Office and defendant Steven Rickershauser willfully and wantonly concealed these documents from the plaintiff and his attorney because these documents will show that the plaintiff was forced by the defendants to perform tasks that were not required by the Building Code with intent to harm the plaintiff financially.

13. But the action by defendant Municipal Township of Franklinville Building Code Enforcement Office has used the very same illegal tactics against the plaintiff's family. This

document directed to the plaintiff's father shows that defendant Municipal Township of Franklinville Building Code Enforcement Office is trying to extort out of the plaintiff money it attempted to extort from the plaintiff's father. Since my father took on defendant Municipal Township of Franklinville Building Code Enforcement Office and was not required to pay the alleged fine, defendant Municipal Township of Franklinville Building Code Enforcement Office pursued this illegal action against the plaintiff. **See exhibit E**

14. On or about October 23, 2013 the plaintiff had gathered enough evidence filed a complaint form to the Advisory Committee on Judicial Conduct against Defendant Judge Joan Sorbello Adams and filed an Initial Notice of Claim for Damages against the State of New Jersey against defendant Steven Rickershauser. **See exhibit F**

15. At the court date of November 14, 2013 defendant private prosecutor John Doe was not available and another private prosecutor sat in-place, plaintiff's representing Attorney Thomas M. Corrigan presented the new or "sit-in" private prosecutor with all the facts of the criminal acts committed by defendant Steven Rickershauser and other within the township that the sit-in private prosecutor filed a motion within the court to have the case dismissed against the plaintiff.

STATEMENT OF FACTS

1. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser to have quasi-criminal charges against plaintiff; without probable; without fact of injury, loss, or harm, and existence of criminal agency as cause; and without any violations of any code.

2. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser for willfully and wantonly refused the plaintiff a "Certificate of Occupancy" when all having full knowledge that the requirements of the code were fulfilled in 2007 as stated in N.J.A.C. § 5:23-2.18(b) "Inspections during the progress of work: The construction official and appropriate subcode officials shall carry out periodic inspections during the progress of work to ensure that work inspected conforms to the requirements of the code" and N.J.A.C. § 5:23-2.18 (d) "Final inspection: Upon completion of the building or structure, and before the issuance of a certificate of use and occupancy required herein, a final inspection shall be made, and any violations of the code shall be noted and the holder of the permit shall be notified of any discrepancies by the construction official".

3. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser to conceal the fact that Steven Rickershauser did in-fact falsified the "date of inspection" of the "Notice of Violation and Order to Terminate" and presented this "Notice" as evidence into the court proceeding. Defendant Construction Official Steven Rickershauser did intentionally submit into a court hearing a document with false and misleading information, and this "Notice of Violation and Order to Terminate" with the false and misleading information was signed by Defendant Construction Official Steven Rickershauser and sent to plaintiff by the United States Postal Service.

4. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser concealed evidence that shows Defendant Steven Rickershauser and defendant Ed Smith intentionally and maliciously withheld the plaintiff his Certificate of Occupancy for "personal agenda" and not violations of the Building Code.

5. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser to conceal evidence that shows Defendant Municipal Township of Franklinville Building Code Enforcement, defendant Steven Rickershauser, defendant Ed Smith and others did force the plaintiff for over two years to perform tasks that

were not required under the Uniform Building Code during the construction of the plaintiff's house and did cause financially harm to the plaintiff. Plaintiff was forced by defendant Steven Rickershauser, defendant Ed Smith and others to spend more money on construction supplies, materials and labor for tasks that were nothing more than "personal agendas" and NOT required in the building code.

6. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser to bring quasi-criminal charges three (3) years after the statute of limitations for ordinance violations expired.

7. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser to illegally charge the Plaintiff four (4) times penalty fees pursuant to N.J.A.C. 5:23-2.31(b)(1).

8. All named defendants did conspire with Defendant State of New Jersey and witness Defendant Construction Official Steven Rickershauser to use the Franklin Joint Municipal Court with intent to extort \$164,285.72 from plaintiff.

9. All named defendants had full knowledge that the Elk Joint Municipal Court Judge Thomas M. North issued a fraudulent Arrest Warrant for "non appearance" when Elk Joint Municipal Court did not have jurisdiction to do so.

10. All named defendants did conspire to exercise the plaintiff's arrest for "non appearance" when all had full knowledge that the Elk Joint Municipal Court Judge Thomas M. North did not have jurisdiction to hear this matter and the "arrest warrant" was void and unenforceable.

11. All named defendants willfully and wantonly refused to hear or respond to the plaintiff's Motion asserting common law jurisdiction as defined under the Federal United States Constitution and reaffirmed under Federal Uniform Commercial Code and N.J.S.A. 12A:1-207 thereby violated the plaintiff's Due Process and Equal Protection Rights.

12. All named defendants obstructed justice by committing a misfeasance, malfeasance and nonfeasance in the conduct of their position and office.

13. All named defendants commissioned of an unlawful act, done in their official capacity, with intent to affect the performance of official duties.

14. All named defendants have and continue to conceal this crime and therefore are liable for RICO.

15. All named defendants are in violation of New Jersey Criminal Statutes 2C:5-2-Conspiracy; 2C:7-17-Severability; 2C:13-5-Criminal coercion; 2C:20-4-Theft by deception; 2C:20-5-Theft by extortion; 2C:21-2-Criminal simulation; 2C:21-3-Frauds

relating to public records and recordable instruments; 2C:28-1-Perjury; 2C:30-2-Official misconduct; and 2C:33-4-Harassment.

16. All named defendants have ACTING UNDER COLOR OF LAW to deprive plaintiff of all constitutional rights and redress therefore a clear VIOLATION OF A CONSTITUTIONAL RIGHT exists.

17. Plaintiff is filing this complaint under STRICT LIABILITY, INTENTIONAL TORT and NEGLIGENCE.

18. Plaintiff is filing this complaint for Injunctive and Declaratory relief.

19. Plaintiff's representing Attorney Thomas M. Corrigan of the Law Offices of Robert W. Sebera, P.C. did witness and will be subpoenaed to give testimony to verify all the allegations set forth in this complaint.

COUNT I
Economic Duress/Coercion

1. The plaintiff re-alleges and restates each allegation.

2. Defendants threat and action was taken without legal justification.

3. Defendants threat and action was of such a character as to destroy the plaintiff's free agency.

4. Defendants threat and action overcame the plaintiff's free will and caused it to do that which it would not otherwise have done and was not legally bound to do.

5. Defendants restraint was imminent and the plaintiff had no present means of protection.

6. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT II Harassment

1. The plaintiff re-alleges and restates each allegation.
2. Defendants communicated by writing intentionally, knowingly, or recklessly to threatened the plaintiff.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT III Conspiracy

1. The plaintiff re-alleges and restates each allegation.
2. All named Defendants had an object to be accomplished.

3. All named Defendants intended to use the Franklin Joint Municipal Court to extort from the plaintiff \$164,285.72, and committed several unlawful and overt acts to do so.

4. The plaintiff has proven that actus reus exists, the cover up is continuing and defendants joined the cover up later and therefore incur joint liability and conspiracy can be charged.

5. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT IV
Malicious prosecution

1. The plaintiff re-alleges and restates each allegation.

2. All named Defendants abused the court process by wrongfully setting the law in motion on a quasi-criminal charge.

3. All named Defendants have been done without reasonable cause and instituted and continued maliciously.

4. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT V
Negligence in relation to statutory powers

1. The plaintiff re-alleges and restates each allegation.
2. All named defendants negligently failed to investigate, inform and prosecute pursuant to statute.
3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT VI
Deliberate abuse of public office and authority

1. The plaintiff re-alleges and restates each allegation.
2. All named defendants willfully neglected to perform their duties and willfully misconducted themselves to such a degree as to amount to an abuse of the public's trust in the office holder without reasonable excuse or justification.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT VII
Fraud

1. The plaintiff re-alleges and restates each allegation.

2. The damages suffered by Plaintiff were the result of acts, omissions and commissions on the part of Defendants and done with actual malice and aforethought, and/or with a wanton, willful and knowing disregard for the certainty of financial injury to the Plaintiff resulting from their malicious acts.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT VIII
Breach of statutory duty

1. The plaintiff re-alleges and restates each allegation.

2. All named defendants willfully and wantonly failed to investigate, inform and prosecute pursuant to statute.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT IX

Breach of common law duties/Breach of fiduciary duty

1. The plaintiff re-alleges and restates each allegation.

2. All named defendants owed a duty of care and that there has been a breach of that duty. The defendants conduct fell short of the standard expected under the circumstances.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT X

Negligent Misrepresentation

1. The plaintiff re-alleges and restates each allegation.

2. Defendants carelessly made representation while having no reasonable basis to believe it to be true.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

**COUNT XI
Negligence**

1. The plaintiff re-alleges and restates each allegation.

2. All named defendants failed to exercise due care where damage was reasonably foreseeable.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

**COUNT XII
Duty of Care**

1. The plaintiff re-alleges and restates each allegation.

2. Defendants failed their legal obligation to adhere to a standard of reasonable care while performing their legal duty to see a foreseeably harm to the plaintiff.

3. Defendants breached their duty of care imposed by law.

4. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XIII

For violations of 42 U.S.C. § 1983, §1985 and §1986

1. The plaintiff re-alleges and restates each allegation.

2. Defendants conspired to injure, oppress, threaten, and intimidate the plaintiff in the his free exercise and enjoyment of rights or privileges secured to him by the Constitution and laws of the United States.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages,

including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XIV
For Violations of R.I.C.O-42 U.S.C. § 1961

1. The plaintiff re-alleges and re-states each allegation.
2. All named defendants are aiding and abetting defendant Steven Rickershauser criminal acts, and using the Franklin and Elk Joint Municipal Court threat of arrest to further harass plaintiff.
3. All named defendants has steadfastly refused to investigate defendant Steven Rickershauser criminal acts which is an obstruction of justice "cover-up" that involves other violations, in violation of the United States Code, Title 18, R.I.C.O. and New Jersey Criminal Statutes.
4. All named defendants are "person" as that term is defined in 18 U.S.C. 1961(3) of R.I.C.O., with no entitlement to immunity for their unlawful conduct.
5. The above-referenced predicate acts all occurred after the effective date of the implementation of the Federal R.I.C.O. statute (October 15, 1970) and within ten (10) years of each other. Each of the defendant's racketeering activities were undertaken for the purpose of furthering a common scheme or

artifice to deny unrepresented litigants equal access to justice (remedyrecourse).

6. Each such act of racketeering activity has similar purposes, involving the same or similar participants and has similar results impacting similar victims, and this constitutes a pattern of racketeering activity, as that term is defined in 18 U.S.C. 1961(5) of R.I.C.O. The defendants herein named and those yet unnamed have conspired with each other to commit the above referenced predicate acts.

7. As a direct and proximate result of Respondents activities and conduct in violation of 18 U.S.C. 1962(a), (b), (c), (d) of R.I.C.O., Plaintiff has been unlawfully and unduly injured by the considerable harassment and suffered financial ruination through defendants Judicial Misconduct and Obstruction of Justice.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XV
Conspiracy against Citizen Rights

1. The plaintiff re-alleges and restates each allegation.

2. Named Federal and State defendants conspired to injure, oppress, threaten, and intimidate the plaintiff in the his free exercise and enjoyment of rights or privileges secured to him by the Constitution and laws of the United States.

3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XVI
Negligent Infliction of Emotional Distress

1. All named defendants have failed their legal duty to use reasonable care to avoid causing emotional distress to the plaintiff.

2. All named defendants failed in this duty and unreasonably causes emotional distress to the plaintiff thereby causing injury to the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XVII
Violation 5th & 14th Amendment

1. The plaintiff re-alleges and restates each allegation.
2. Named Federal and State defendants did violate the plaintiff's Due Process and Equal Protections.
3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XVIII
Malicious falsehood

1. The plaintiff re-alleges and re-states each allegation.
2. Defendants made maliciously false statement that causes damage to the plaintiff; defendants knew the statements were not true.
3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages,

including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XIX
Conspiracy to commit Fraud

1. The plaintiff re-alleges and restates each allegation.
2. The damages suffered by Plaintiff were the result of acts, omissions and commissions on the part of Defendants and done with actual malice and aforethought, and/or with a wanton, willful and knowing disregard for the certainty of financial injury to the Plaintiff resulting from their malicious acts.
3. The acts committed by the defendants have harmed the plaintiff.

WHEREFORE, Plaintiff Peter D. DiPietro demands judgment against all named defendants in the sum of \$3,000,000.00 in compensatory damages and \$12,000,000.00 in punitive damages, including interest, costs of suit and referring the matter to the New Jersey Office of Attorney General.

COUNT XX
Declaratory and Injunctive Relief

1. The plaintiff re-alleges and restates each allegation.
2. The legal determination of this court as to the legal position of plaintiff and being no doubt as to the plaintiff's position in law;
3. For Declaratory judgment determining that Defendants did violate Federal and State Law;

4. For orders providing temporary, preliminary and permanent injunctive relief to enjoin defendants from further actions and to release a "Certificate of Occupancy" of property 495 South Bluebell Rd. Vineland, New Jersey 08360 to plaintiff.

5. For orders providing temporary, preliminary and permanent injunctive relief to release all public documents (OPRA) in relation to the construction of plaintiff's property.

6. For any and all other equitable relief that may be necessary to correct the harms caused by the acts and conducts of the defendants.

DEMAND FOR JURY TRIAL

Plaintiff, Peter DiPietro demands Trial by Jury.

November 15, 2013

Peter DiPietro

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned hereby certifies that this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is there any other action or arbitration proceeding contemplated.

November 15, 2013

Peter DiPietro

CERTIFICATE OF SERVICE

I, Peter DiPietro, certify to the following:

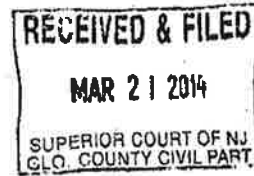
1. I served an Original of plaintiff's Complaint upon the Clerk, Gloucester County Superior Court, Law Division, 1 North Broad Street Woodbury, New Jersey 08096.
2. I served a copy upon defendants' State of New Jersey, Municipal Township Of Franklinville, Municipal Township Of Franklinville, Building Code Enforcement, Steven Rickerhauser and Ed Smith at 1571 Delsea Drive, Franklin, New Jersey 08322 by personal service.
3. I served a copy upon defendants' Franklin Joint Municipal Court, Private Prosecutor, John Doe and Judge Joan Sorbello Adams at Franklin Joint Municipal Court at 1571 Delsea Drive Franklinville, New Jersey 08322 by personal service.
4. I served a copy upon defendants' Elk Joint Municipal Court and Judge Thomas M. North at Elk Joint Municipal Court 667 Whig Lane Rd. Monroeville, New Jersey 08343 by personal service.

I certify that the foregoing statements made by me are true. If any of the foregoing statement made by me is willfully false, I am subject to punishment.

Dated: November 15, 2013

Peter DiPietro

MARK CIMINO, ESQUIRE
992 Mantua Pike, Suite 108
Woodbury Heights, New Jersey 08097
(856) 845-5553



Attorney for Plaintiff

RICHARD YUSKO,

Plaintiff,

v.

TOWNSHIP OF FRANKLIN, MAYOR
AND COMMITTEE OF THE TOWNSHIP
OF FRANKLIN AND EDWARD
LEOPARDI,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
GLOUCESTER COUNTY

CIVIL ACTION

DOCKET NO. **L-439-14**
COMPLAINT AND JURY DEMAND

Plaintiff by way of complaint against defendants states as follows:

FIRST COUNT

1. Plaintiff, Richard Yusko, is an individual who resides at 1803 Williamstown Road, Franklinville, New Jersey, 08322, in the Township of Franklin, County of Gloucester, State of New Jersey.

2. Defendant, Township of Franklin, is a municipal corporation with a mailing address of 1571 Delsea Drive, Franklinville, New Jersey 08322, in the Township of Franklin, County of Gloucester, State of New Jersey.

3. Defendant Mayor and Committee of the Township of Franklin are the governing officials of the Township of Franklin, County of Gloucester, State of New Jersey with a mailing address of 1571 Delsea Drive, Franklinville, New Jersey 08322, in the Township of Franklin, County of Gloucester, State of New Jersey.

4. Defendant Edward Leopardi is the Mayor designated by the members of the Township Committee for a term commencing on or about January 1, 2014, and resides in the Township of Franklin, County of Gloucester, State of New Jersey.

5. Plaintiff, Richard Yusko, has served his country as a member of the United States Military.

6. His tours of duty included service in Iraq in addition to the Global War on Terrorism.

7. Mr. Yusko has received a number of decorations, medals, badges, citations, and campaign ribbons, including but not limited to the Army Commendation Medal (2 awards), Army Achievement Medal (2 awards), National Defense Service Medal (2 awards), Global War on Terrorism Service Medal, Korean Service Defense Service Medal, Iraq Campaign Medal with Campaign Star, Noncommissioned Officer Professional Development Ribbon, Army Service Ribbon, Overseas Service Ribbon (2 awards), Armed Forces Reserve Medal, and Driver and Mechanic Badge Clasp.

8. Mr. Yusko received an honorable discharge from the military on April 7, 2012.

9. Thereafter, Mr. Yusko obtained employment with the Township of Franklin as the Assistant Superintendent of Public Works on or about October 1, 2012.

10. Commencing on or about January 1, 2014, there was a change of administration in the Township of Franklin.

11. With this change of administration, Defendant Edward Leopardi was selected Mayor of said Defendant Township.

12. On or about February 27, 2014, Mr. Yusko was informed by Defendant Leopardi that he would no longer be employed by the Township as of March 14, 2014.

13. The New Jersey Legislature has recognized the service and commitment that veterans have made both to our state and nation by affording them certain protections in public employment.

14. Such protections include that veterans shall not be removed from public employment "except for good cause shown after a fair and impartial hearing." N.J.S.A. 38:16-1.

15. Moreover, prior to any such removal, a veteran must be served with the reasons for removal. N.J.S.A. 38:16-2.

16. Moreover, pursuant to law, a veteran must be provided with a hearing prior to removal. N.J.S.A. 38:16-2.

17. Moreover, a veteran shall be entitled to be represented by counsel and have the right to produce witnesses and testimony on his own behalf. N.J.S.A. 38:16-2.

18. In addition, no removal shall take place until after a hearing. N.J.S.A. 38:16-1.

19. Defendants have acted in derogation and have violated the law by failing to provide Mr. Yusko with the protections afforded to all veterans under law.

20. Removing Mr. Yusko from his position has resulted in grievous economic damage and loss, along with humiliation, inconvenience, emotional distress, and pain and suffering.

WHEREFORE, the plaintiff demands judgment against defendants demanding reinstatement, compensatory damages, punitive damages, attorney's fees, interest, costs, and all other relief the Court deems equitable and just.

SECOND COUNT

21. Plaintiff hereby repeats and incorporates the above count as if set forth at length herein.

22. Each year at the annual reorganization meeting the Defendant Mayor and Committee adopt a resolution "confirming employee appointments as department heads for various positions for the year." In this resolution, the Township Committee resolves that it is "confirming the appointments set forth and identified therein."

23. Said resolution listed plaintiff.

24. It is plaintiff's primary position that he is appointed to an indeterminate term. However, in the alternative, if the Court determines that Mr. Yusko is not appointed to an indeterminate term, then the resolution adopted by the Township Committee on or about January 1, 2014, appoints Mr. Yusko to a one year term.

25. Assuming a one year term, Mr. Yusko was removed from his position prior to the completion of his one year term.

26. Assuming a one year term, Mr. Yusko was removed from his position by an individual or an individuals not authorized to remove Mr. Yusko from his position.

27. Under law, the Township Committee can remove an officer of a municipality for cause. N.J.S.A. 40A:63-6(b)(5). Even absent the aforementioned statutory provision, assuming a one year appointment, Mr. Yusko could not be deprived of his one year appointment without cause.

28. Since Mr. Yusko can only be removed for cause, he is entitled to a notice and a hearing under law.

29. The removal of Mr. Yusko without notice and a hearing is in derogation and in violation of the law.

30. As a result, Mr. Yusko has suffered grievous economic damage and loss, humiliation, inconvenience, pain and suffering, and emotional distress.

WHEREFORE, the plaintiff demands judgment against defendants demanding reinstatement, compensatory damages, punitive damages, attorney's fees, interest, costs, and all other relief the Court deems equitable and just.

THIRD COUNT

31. Plaintiff hereby repeats and incorporates the above counts as if set forth at length herein.

32. The aforementioned actions of defendants deprived Mr. Yusko of his employment without due process of law in derogation of the United States Constitution and the New Jersey Constitution.

33. Moreover, Mr. Yusko was removed by defendants acting under color of state law and in derogation and violation of 42 U.S.C. § 1983 and other provisions.

34. As a result, Mr. Yusko has suffered grievous economic damage and loss, humiliation, inconvenience, pain and suffering, and emotional distress.

WHEREFORE, the plaintiff demands judgment against defendants demanding reinstatement, compensatory damages, punitive damages, attorney's fees, interest, costs, and all other relief the Court deems equitable and just.

Dated:

3/21/2014


MARK CIMINO, ESQUIRE
Attorney for Plaintiff

CERTIFICATION

The plaintiff hereby certifies that the matter in controversy is not the subject of any other action pending in any court and is likewise not the subject of any pending arbitration proceeding. The plaintiff further certifies that he has no knowledge of any contemplated action or arbitration proceeding which is contemplated regarding the subject matter of this action and that he is not aware of any other parties who should be joined in this action.

Dated:

3/6/2014


MARK CIMINO, ESQUIRE
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, Mark Cimino, Esq. is hereby designated as trial counsel for the plaintiff in the above matter.

Dated:

3/6/2014


MARK CIMINO, ESQUIRE
Attorney for Plaintiff

JURY DEMAND

In accordance with R. 4:35-1, Plaintiff hereby demands trial by jury as to all issues.

Dated:

3/21/2014


MARK CIMINO, ESQUIRE
Attorney for Plaintiff

RULE 1:38-7 CERTIFICATION

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

Dated: 3/21/2014



MARK CIMINO, ESQUIRE
Attorney for Plaintiff

Release

This Release, dated August 4, 2015, is given

BY the Releasor(s), RICHARD YUSKO his successors, assigns and heirs,
referred to as "I,"

TO TOWNSHIP OF FRANKLIN, MAYOR AND COMMITTEE OF TOWNSHIP OF FRANKLIN AND EDWARD LEOPARDI its agents, servants and employees and

referred to as "You."

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release. I release, give up and forever discharge any and all claims and rights which I may have against You. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release any and all claims of any kind for damages arising out of the termination of my employment with the Township of Franklin including, but not limited to, all possible claims for pre-termination and post-termination wage loss, future wage loss, benefits of any kind, personal injury losses, compensatory damages, punitive damages and emotional or mental harm or disability, which resulted in an action entitled Richard Yusko v. Township of Franklin, Mayor and Committee of Township of Franklin and Edward Leopardi, Superior Court of New Jersey, Law Division, Gloucester County, Docket No.: GLO-L-439-14.

For and in consideration of the sum below, the undersigned hereby agrees to satisfy any and all liens or encumbrances which may apply to the above sum and hereby agrees to indemnify the above named Releasee and its insurance carrier against any further liability for the satisfaction of any such liens or encumbrances.

This Release is for compensation and any and all injuries I have sustained, known, unknown or unknowable, and in full compensation for any and all personal injuries, federal or state claims of civil rights violations, past, present or future, physical pain and suffering, mental suffering, psychological injuries, emotional distress, loss of consortium, services or society, loss of wages now or in the future, and for any development, whether foreseen or unforeseen. It is expressly understood that this Release is for the settlement, release, discharge and elimination of any and all such claims. I hereby acknowledge that by executing this Release and accepting the monies paid hereunder I and those who otherwise might be entitled to make such a claim or claims in the future have received fair, just and adequate compensation for all such claims in

exchange for which all claims, past, present and future are forever released and discharged. This Release also specifically releases any claims for the cost of past, present or future medical care, living, educational and/or occupational needs or assistance. Even if additional facts become known which were not known at the time this Release was executed, I waive my right to bring a lawsuit against the Releasees.

1a. **INCLUSIVE OF COUNSEL FEES.** It is acknowledged and agreed by the releasing parties, and their attorneys, that the payment to be made to the releasing parties, as set forth under paragraph 6, is inclusive of any and all counsel fees, claims for counsel fees, and costs of suit related to the subject matter of this Release set forth under paragraph 1 above.

2. **[INTENTIONALLY LEFT BLANK]**

3. **CLAIMS AND/OR 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 Releasor, 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 claims based on subrogation or any other legal or equitable theory. I therefore agree to defend, indemnify and hold You harmless against any claims made against You or payment made by You by any reason of this settlement and against any claims and/or liens made against the proceeds of this settlement.

Medicare/Medicaid

This settlement is based upon a good faith determination of the parties to resolve a disputed claim. The parties have not shifted responsibility of medical treatment to Medicare and/or Medicaid in contravention of 42 U.S.C. Sec. 1395(b). The parties resolved this matter in compliance with both state and federal law. The parties made every effort to adequately protect Medicare and/or Medicaid's interest and incorporate such into the settlement terms.

4. Richard Yusko represents and warrants that all bills, costs or liens resulting from or arising out of his alleged injuries or claims for this lawsuit are his responsibility to pay. Richard Yusko agrees to assume responsibility for all expenses, costs or fees incurred by and/or related to his alleged injuries, claims or lawsuits including without limitation, all Medicare and/or Medicaid conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment that has been or may be asserted by any healthcare provider, insurer, governmental entity, employer or other person or entity that are the subject of this lawsuit. Richard Yusko warrants that he is not a Medicare beneficiary as of the date of this

Release and that no medical bills relating to the subject matter of this incident have been paid by Medicare. Richard Yusko warrants that he has not and will not seek any future medical treatment for injuries allegedly sustained from the subject incident, which may be subject to a lien by Medicare and/or Medicaid. Richard Yusko will indemnify, defend and hold Releasees and their insurer harmless from any and all damages, claims and rights to payment brought by any person, entity or governmental agency to recovery any of these amounts.

5. **INDEMNIFICATION.** In the event I shall recover any monies from any person who thereafter seeks defense and/or indemnification from You arising from claims released in this document, I shall, upon prompt presentation of that claim, defend, indemnify and hold You harmless against the claim, as well as any fees, costs and expenses incurred in defending, settling or otherwise resolving that claim.

6. **PAYMENT.** In full and final settlement of the claims of Releasor, Releasee Franklin Township shall pay the total sum of NINETY-NINE THOUSAND DOLLARS (\$99,000.00). The settlement payment will be made payable and issued to "Richard Yusko and Richard Yaskin, his attorney." Said settlement monies will be forwarded to Releasor's attorney as soon as practicable. I agree that I will not seek anything further, including any other payment(s) from You.

I affirm and represent that Richard Yaskin, Esquire is the sole legal counsel of record in this lawsuit, succeeding and superseding all previous or other counsel for Releasor and that the aforesaid attorney and Releasor do hereby voluntarily and knowingly release and forever discharge Releasees from all claims for attorney's fees costs and expenses.

Releasor does hereby further covenant and agree that no settlement funds will be paid by or on behalf of the Releasees unless and until Releasor obtains a filed Stipulation of Settlement filed with the Superior Court of New Jersey, Gloucester County, marking the case settled without costs.

7. **CONFIDENTIALITY.** To the extent permitted by law, I agree, covenant and represent that I will not disclose to any person, nor will I authorize any third party, including my attorneys, to disclose any information concerning the existence of the claims, the allegations contained in the claims, the alleged circumstances and facts giving rise to the claims or any information provided during any investigation or litigation discovery conducted in connection with the subject matter of the claims. I further agree that the existence of this Release, the Release itself, and the terms of the Release are and shall remain confidential.

I covenant and agree that I will not, nor will I authorize my immediate family members, attorneys, heirs, successors, or representatives, to further publish, publicize or disseminate, or cause to be published, publicized, or disseminated, in any manner, information relating to my

claims against Releasees, the contents of this Agreement or the discussions or events leading to it, to any third-party, including, but not limited to, the news and communications media or any agents thereof, excepting such disclosure the Parties may make to their attorneys, auditors or tax planners, representatives of the New Jersey Tax Court, or any disclosure made in compliance with a Court Order or any state or federal law, provided that if I am served with or otherwise receives notice of any such Court Order, or if I believe such disclosure is required by any state or federal law, than I shall immediately provide written notice to Releasees so that Releasees may be afforded the opportunity to oppose same, prior to any such disclosure.

With regard to any previous disclosures made by me, I agree that I will provide no further or additional comment on these issues and will decline further comment if requested.

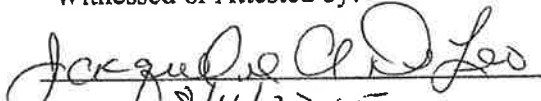
8. WHO IS BOUND. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor(trix) of my estate, is also bound. This Release is made for the benefit of You, and all who succeed to the rights and responsibilities of Releasee, such as Releasee's heirs or the executor(trix) of Releasee's estate.

9. ACKNOWLEDGEMENT. Releasor acknowledges that facts may hereinafter be discovered in addition to or different from those which are now known or believed to be true with respect to all or any part of the subject matter of this Release, but that it is his clear and unequivocal intention to hereby effectuate fully, finally and forever the settlement, release and discharge of each and every claim specifically or generally covered by this Release, and that, in furtherance of said intention, any and all releases herein given by Releasor shall be, and remain, in full force and effect, notwithstanding discovery or existence of any such additional or different facts.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

SIGNATURES. I have read, understand and agree to the terms of this Release. I have consulted with counsel prior to signing this Release.

Witnessed or Attested by:

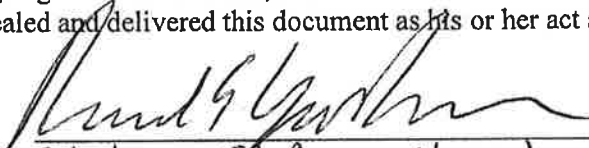

8/4/2015


RICHARD YUSKO

STATE OF NEW JERSEY :
COUNTY OF GLOUCESTER :

I CERTIFY that on August 4, 2015, Richard Yusko, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) Richard Yusko, signed, sealed and delivered this document as his or her act and deed.


Attorney At Law - State of New Jersey

Prepared by:

ROBERT A. BAXTER, ESQ.
CRAIG ANNIN BAXTER LAW

Richard M. Pescatore, P.C.

Attorney: Richard M. Pescatore
1055 East Landis Avenue
Vineland, New Jersey 08360
(856)-507-1000
Attorney for Plaintiff
NJ Attorney ID: 021841985

Plaintiff(s)	:	SUPERIOR COURT OF NEW JERSEY
CHARLES BOSCO	:	LAW DIVISION
	:	GLOUCESTER COUNTY
vs.	:	
	:	DOCKET NO.:
Defendant(s)	:	
DEANNA TYCIAK and TOWNSHIP OF FRANKLIN	:	Civil Action
	:	
	:	COMPLAINT

Plaintiff, Charles Bosco, residing in the County of Gloucester, State of New Jersey, by way of Complaint against defendant says:

COUNT I

1. At all times hereinafter mentioned, Plaintiff, Charles Bosco ("Plaintiff" or "Bosco") was an individual and resident of Gloucester County and co-worker of the Defendant, Deanna Tyciak ("Defendant" or "Tyciak").
2. On or about March 5, 2019, and thereafter, the Defendant made various statements/remarks to third-parties accusing the Plaintiff of criminal acts, including, but not limited to, accusations constituting assault and sexual assault.
3. The statements/utterances by the Defendant accusing the Plaintiff of criminal conduct were/are false, untrue, and made with malicious intent and/or reckless disregard for the truth and constitutes slander per se.
4. As a direct and proximate result of the Defendant's defamatory/slandorous conduct, the Plaintiff has sustained and continues to sustain damages/harm including economic loss and emotional distress.

WHEREFORE, Plaintiff demands judgment against Defendant sufficient to compensate him for losses, punitive damages together with cost of suit, attorney's fees, and such other

damages that are applicable just and awardable under the law.

COUNT II

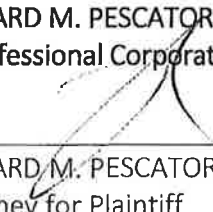
**VIOLATION OF DUE PROCESS CLAUSE OF U.S. AND N.J. CONSTITUTIONS
42 U.S.C. 1983 AND N.J. CIVIL RIGHTS ACT**

1. Plaintiff is an employee of Defendant, Township of Franklin ("Defendant" or "Township") and entitled to the protections of the Due Process Clause of the United States and New Jersey State Constitutions.
2. Plaintiff was suspended indefinitely by Defendant without pay on or about December 2, 2019.
3. No Loudermill hearing or other Due Process had been afforded to Plaintiff prior to the adverse employment action against him, nor promptly afterwards despite the Defendant Township's acknowledgement of Plaintiff's Due Process right to said hearing and his oral and written demand for same.
4. Defendant Township failed to provide a Loudermill hearing prior to the adverse action against Plaintiff or a sufficiently prompt hearing or other form of Due Process resulting in a severe continuing deprivation of Plaintiff's property interests.
5. Defendant Township has failed and continues to fail to afford meaningful notice and opportunity to be heard to Plaintiff and withheld investigatory reports directly related to and affecting Plaintiff's right of Due Process.
6. The conduct of the Defendant Township constitutes a violation of the Due Process Clause of the United States and New Jersey Constitutions, 42 U.S.C. 1983 and the New Jersey Civil Rights Act.
7. As a direct and proximate result of the Defendant's conduct, as more particularly described above, the Plaintiff has suffered and continues to suffer emotional distress and economic loss.

WHEREFORE, Plaintiff demands judgment against Defendant sufficient to compensate him for losses, punitive damages together with cost of suit, attorney's fees, and such other damages that are applicable just and awardable under the law.

RICHARD M. PESCATORE
A Professional Corporation

Dated: March 4, 2020

By: 
RICHARD M. PESCATORE, ESQ.
Attorney for Plaintiff

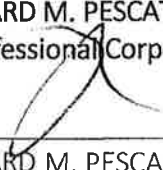
CERTIFICATION PURSUANT TO RULE 4:5-1

I, RICHARD M. PESCATORE, ESQUIRE, hereby certify:

1. The matter in controversy is the subject of another civil lawsuit entitled Tyciak v. Franklin Township, et al., under docket number L-377-19, in the Gloucester Superior Court. Also, an application to amend to include affirmative claims and to retain Defendant - Franklin Township as a party for discovery purposes is pending.
2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

RICHARD M. PESCATORE
A Professional Corporation

Dated: March 4, 2020

By: 
RICHARD M. PESCATORE, ESQ.
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

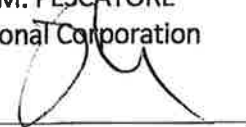
The plaintiff demands a Trial by jury on all issues in accord with the Rules of this Court.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that Richard M. Pescatore, attorney for Plaintiff, is hereby by designated as trial counsel in the above entitled matter pursuant to R. 4:25-1 and R. 4:25-4.

RICHARD M. PESCATORE
A Professional Corporation

Dated: March 4, 2020

By: 
RICHARD M. PESCATORE, ESQ.
Attorney for Plaintiff

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this 21 day of April, 2021, between CHARLES BOSCO (referred to herein as "BOSCO"), plaintiff in that certain civil action (the "Civil Action") pending in the UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, and captioned Charles BOSCO v. Franklin Township, et al., CIVIL ACTION NO: 1:20-cv-03440, on the one hand, and the TOWNSHIP OF FRANKLIN on the other hand.

By means of this Agreement, BOSCO intends to fully and unconditionally release any and all claims he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against the TOWNSHIP OF FRANKLIN, DAVE DEEGAN, individually and in his official capacity, and JAKE BRUNO, individually and in his official capacity (referred to herein collectively as the "FRANKLIN DEFENDANTS"), and each of the FRANKLIN DEFENDANTS' affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, current and former elected officials, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVI below.

I. Consideration

In consideration of the payment of fifty seven thousand five hundred dollars (\$57,500.00) to BOSCO and his attorneys, Law Offices of Richard M. Pescatore, and other good and valuable consideration as further expressed within this Agreement, BOSCO gives the releases, covenants, representations, and warranties stated herein.

This payment shall be allocated as follows:

- \$16,809.00 from the Township of Franklin as reimbursement to Bosco of Bosco's accrued and unused paid time off, which payment shall be issued on a W2 with all typical deductions and withholdings on a check payable to Charles Bosco; and
- \$40,691.00 from the insurance carrier from the Township of Franklin, which payment shall be issued on a 1099, on a check payable to "Charles Bosco and the Law Office of Richard M. Pescatore".

Payment shall be made within thirty (30) days of the complete execution of this Agreement and the approval and ratification of same by the TOWNSHIP OF FRANKLIN governing body.

II. Agreement Respecting the end of BOSCO's Employment

Contemporaneous with the execution of this Agreement, Bosco shall execute the letter in the form attached hereto as Exhibit A resigning his employment with Franklin Township. Said resignation shall become effective immediately upon Franklin Township's approval and ratification of this Agreement. All benefits and emoluments of Bosco's employment with Franklin Township shall cease as of the date of his resignation, save for Bosco's health benefits

which shall continue until May 1, 2021. Bosco shall further return any property of Franklin Township upon the approval of this Agreement by Franklin Township's governing body.

BOSCO further covenants and agrees that his relationship with FRANKLIN TOWNSHIP has been permanently and irrevocably severed, and that he will not seek employment or reinstatement with, apply for future employment or otherwise obtain employment, apply for any position or seek appointment to any position, with FRANKLIN TOWNSHIP, or any board or authority of FRANKLIN TOWNSHIP at any time in the future. BOSCO expressly acknowledges and agrees that FRANKLIN TOWNSHIP will never be obligated to reinstate or employ him, consider him for employment, appoint him or consider him for appointment, and should BOSCO seek reinstatement, obtain employment or apply for future employment, obtain an appointment or seek an appointment, in violation of the terms of this section, FRANKLIN TOWNSHIP shall incur no liability by virtue of a refusal to appoint, refusal to hire or consider him for employment or by terminating his employment should he become employed.

III. Covenant to Not Pursue Further Legal Action

BOSCO hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without costs as to the FRANKLIN DEFENDANTS. BOSCO shall take no further action against Releasees based upon the matters set forth within BOSCO's pleadings and/or based upon any other cause of action that BOSCO may have stemming or originating from BOSCO's employment with the TOWNSHIP OF FRANKLIN.

IV. General Release

Whereas BOSCO brought the Civil Action alleging damages for claims as set forth in his pleadings in the Civil Action, including, but not limited to, claims for pain and suffering, embarrassment and humiliation, as well as emotional distress, and in consideration for the terms and conditions set forth herein, BOSCO, and his heirs, successors and assigns, hereby voluntarily waives, generally releases and discharges Releasees from any and all rights or claims that BOSCO may have against Releasees, for any and all reasons, including, but not limited to, claims of employment discrimination, retaliation or harassment with regards to any alleged protected category, status or class, including but not limited to political affiliation, political activity, age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever for anything that has happened from the beginning of time to the date that this document is executed. BOSCO specifically waives any claims which were or could have been set forth in the Civil Action, as well as any rights that BOSCO may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;

- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Equal Pay Law;
- Individuals with Disabilities Education Act;
- Any claims associated with the involvement of any Releasee in connection with the investigation or prosecution of Bosco under caption of State of New Jersey vs. Charles Bosco, GLO-19-841;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. These claims shall be referred to as the "Released Claims."

V. Release Includes Unknown Claims

- A. BOSCO understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which he has or may have against the Releasees, individually or collectively.
- B. BOSCO further acknowledges that he may hereafter discover facts different from or in addition to those which he now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
- C. BOSCO represents and acknowledges (i) that he and his attorneys have conducted whatever investigation was deemed necessary by he and his attorneys to ascertain all facts and matters related to this Agreement; (ii) that he has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that he is not relying in any way

on any statement or representation by the FRANKLIN DEFENDANTS or their attorneys, except as expressly stated herein, in reaching his decision to enter into this Agreement.

VI. No Assignment or Transfer of Released Claims

BOSCO represents and warrants that as of the Effective Date, BOSCO has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. BOSCO hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

VII. No Admission of Liability

BOSCO understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the FRANKLIN DEFENDANTS as to any matters whatsoever and that the FRANKLIN DEFENDANTS merely intend by this Agreement to avoid further litigation and buy their peace.

VIII. Allocation

Other than as set forth above regarding Franklin Township's payment of \$16,809.00, BOSCO understands and agrees that the FRANKLIN DEFENDANTS have not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. BOSCO agrees that he shall be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any party to pay any such taxes or other withholdings which arise from the payment made hereunder.

BOSCO further agrees to indemnify the Defendants and hold them harmless from the assessment of any taxes owed by him (along with interest, penalties or other liabilities, including attorneys' fees, related to these taxes) and for any taxes arising out of or with respect to the Settlement Payment.

IX. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by BOSCO and a duly authorized representative of the TOWNSHIP OF FRANKLIN, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

X. Dismissal

Contemporaneously with the execution of this Agreement, BOSCO and the FRANKLIN DEFENDANTS, through their respective counsel, shall execute the Stipulation of Dismissal, appended hereto as Exhibit B, which shall be filed promptly in the Court in which the Civil Action is pending following disbursement of those amounts set forth in Section I.

XI. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XII. Attorneys' Fees, Costs and Expenses

BOSCO understands and agrees that the aforesaid payments to him include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented him or with whom he has consulted or who have done anything in connection with the Civil Action and/or the Released Claims.

XIII. Entire Agreement

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

XIV. Understanding

BOSCO acknowledges and represents that he has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

XV. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. BOSCO agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the courts of the State of New Jersey.

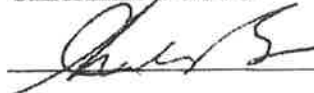
XVI. Counterparts Acceptable

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

CHARLES BOSCO

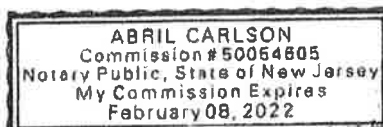


Date: 4/21/21

Sworn to and subscribed to before me on
this 21 day of April, 2021.



NOTARY PUBLIC



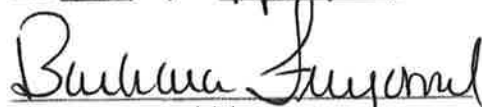
TOWNSHIP OF FRANKLIN

By: 

Date: 4/27/21

Title: Mayor

Sworn to and subscribed to before me on
this 27 day of April, 2021.



NOTARY PUBLIC

BARBARA FREIJOMIL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/23

Apex Insurance Agency, LLC DBA Summit Risk Services
FBO QBE Specialty Insurance Company
 201 Concourse Blvd., Suite 260
 Glen Allen, Virginia 23059

WELLS FARGO BANK, N.A.

11-24
1210

14130

30-APR-2021

PAY TO THE
ORDER OF

Charles Bosco & the Law Office of

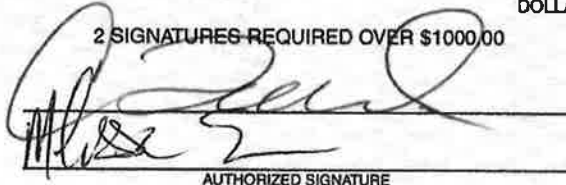
\$ \$38,191.00

*** THIRTY EIGHT THOUSAND ONE HUNDRED NINETY ONE and 00/100 DOLLARS ***

DOLLARS

Charles Bosco & the Law Office of
 Richard M. Pescatore
 1055 East Landis Ave
 Vineland, NJ 08360

2 SIGNATURES REQUIRED OVER \$1000.00



AUTHORIZED SIGNATURE



MEMO

⑈014130⑈ ⑆121000248⑆

4166647487⑈

Apex Insurance Agency, LLC DBA Summit Risk Services
FBO QBE Specialty Insurance Company

14130

Check Batch Number: 169622
 Check Sequence: 1

DATE 30-APR-2021 Summit Risk Services, Inc. (QBE)
 VENDOR 1086 Charles Bosco & the Law Office of

INV DATE	INV NO.	AMOUNT	PAID	REFERENCE
30-APR-2021	4-30-2021	\$ 38,191.00	\$ 38,191.00	QM-1843
TOTAL		\$ 38,191.00	\$ 38,191.00	

Apex Insurance Agency, LLC DBA Summit Risk Services
FBO QBE Specialty Insurance Company

14130

PAYMENT
RECORD

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